



Rev. 11-01-2023

FACTS

WHAT DOES FIRSTBANK DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect, and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- account balances and payment history
- credit history and credit scores

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons FirstBank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does FirstBank share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliated to market to you	No	We don't share

To limit our sharing

- Call 1-800-413-4211 to notify us of your choice.

Please note: If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions?

- Call 1-800-413-4211 or ask a FirstBank associate at your local branch.

Who we are

Who is providing this notice?

FirstBank and family of companies that provide lending, investment, and insurance products and services; FirstBank, FB Financial Corporation, a financial holding company, Farmers State Bank, FirstBank Mortgage, FirstBank Investment Partners, and Farmers Bank of Lynchburg.

What we do

How does FirstBank protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does FirstBank collect my personal information?

We collect your personal information, for example, when you

- open an account or apply for a loan
- pay your bills or make deposits or withdrawals from your account
- use your credit or debit card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliated to market to you

What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include; (i) FB Financial Corporation, a financial holding company, (ii) FirstBank Insurance, Inc., (iii) Investor's Title Company, Inc.*

Nonaffiliated

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *FirstBank does not share with nonaffiliated companies, except in the context of joint marketing with other financial companies.*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include investment companies, insurance companies, and affinity financial service companies.*

Funds Availability Policy

Your Ability to Withdraw Funds

This policy statement applies to “transaction accounts.” Transaction accounts, in general, are accounts that permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to your other accounts with us.

The most common examples of transaction accounts are checking accounts, NOW accounts (sometimes called Interest Checking or Money Market Checking), and share draft accounts. Money market deposit accounts (MMDAs, or Money Market Savings accounts) are classified as nontransaction accounts (savings accounts under Reg. DD) because check or drafts against the account or similar third-party transfers are limited.

Our policy is to make funds from your cash and check deposits, including check deposits made by Mobile Deposit, available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 4:00 p.m. CST on a business day (Monday-Friday) that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 4:00 p.m. CST or on a day we are not open, we will consider that the deposit was made on the next business (Monday-Friday) day we are open.

If you make a deposit using our Mobile Deposit Services before 4:00 p.m. CST on a business day (Monday-Friday) that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit using our Mobile Deposit Services after 4:00 p.m. CST or on a day we are not open, we will consider that the deposit was made on the next business (Monday-Friday) day we are open.

If we cash a check from you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in one of your accounts. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in the account to which the deposit is made. The funds in the account would then not be available for withdrawal until after the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Longer Delays May Apply

Case-by-Case Delays- In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275 of your deposits, however, may be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Safeguard Exceptions - In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$6,725 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725 of a day's total deposits of cashier's, certified, teller's, travelers, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$6,725 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

Payment Order of Items

The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

Regulations permit FirstBank to pay items (such as check and drafts) drawn on your account in any order. If more than one check or order is presented for payment on the same banking day and the total amount is more than the available balance, you agree FirstBank may pay, accept, or charge them in any order. FirstBank may also debit the account on or after receiving notice of an electronic funds transfer, wire order, or other transaction debiting the account. The amounts of the Overdraft Item Fee and Nonsufficient Funds Fee are disclosed elsewhere. FirstBank encourages you to make careful records and practice good account management. This will help avoid writing checks or drafts without sufficient funds and incurring the resulting fees. Assuming all deposit and withdrawal transactions below are made and received within the same business day, they will post to your account in the following order*:

1. Credits in ascending dollar amount
2. Bank initiated debits in ascending dollar amount
3. Non-returnable debits in ascending dollar amount (e.g. wires, ACH, debit card, ATM withdrawal, internal funds transfers, bill pay)
4. Non-returnable debits (e.g. "on us" cashed checks) in ascending dollar amount
5. Returnable debit. ACH debit by ascending dollar amount
6. Checks in ascending dollar amount
7. System generated transactions: service charges and fees

*Please note, in certain instances it may take longer for certain debit card purchases to be presented by the retailer. They are typically presented within 3 business days but it may take longer.

Electronic Disclosures and Notices

This disclosure describes the process that must occur before we can provide you with electronic disclosures and notices (such as by email or website.) It also describes your rights in the event you consent to receiving electronic disclosures and notices. First we must inform you as to the computer hardware and software requirements to receive and keep the electronic disclosures and notices. Then we must make an electronic request for your consent. Finally, you must give your consent electronically in response to our request. You understand prior to giving your consent that:

1. Your consent applies only to disclosures and notices regarding your deposit accounts, excluding your periodic account statements;
2. Unless you consent, you have the right to receive all required disclosures in paper or non-electronic form;
3. Even after consent, if you want to receive a paper copy of the disclosure in addition to the electronic disclosure you can obtain one free of charge by calling us;
4. You can withdraw your consent at any time by calling us; and
5. You must promptly provide us with the information (such as an email address) needed to communicate with you electronically and update us as to any changes in such information by calling us.

We reserve the right to provide any disclosures or notices in writing, rather than electronically. Except as otherwise provided in this or other agreements, by law, or on our website, you cannot give us notices electronically, and all notices from you must be in writing.

Notice Regarding Inaccurate Information

As a participant in the consumer reporting system, we furnish information about our experience with you to consumer reporting agencies. These consumer reports allow us to make credit and other opportunities available to you. If you believe that we have furnished information to a consumer reporting agency that is inaccurate please notify us at the following address and identify the specific information that is inaccurate:

FirstBank, Customer Service, 1221 Broadway, Suite 1300, Nashville, TN 37203

Telephone: (800) 413-4211

Notice of Negative Information

Federal law requires us to provide the following notice to customers before any “negative information” may be furnished to a nationwide consumer reporting agency. “Negative information” includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about customers that have not done what they are required to do under our agreement.

After providing this notice, additional negative information may be submitted without providing another notice.

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Other Terms and Conditions of Your Account

Pledges – Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

Fictitious Business Name Accounts – If the name in which the account is held is fictitious, each account holder represents that one or more of the account holders have the right to use that name and have fulfilled all legal requirements for using and or doing business under that name.

Power of Attorney – You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not “durable,” it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

Stale-Dated Checks – We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

FDIC Insurance – Funds in your account(s) with us are insured by the Federal Deposit Insurance Corporation (FDIC) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different “ownership.” An individual account is one unique form of “ownership”; a joint account, a pay-on-death account, and a self-directed qualified retirement account (e.g., an IRA) are examples of some of the others. Deposit Insurance for a person’s self-directed qualified retirement account is up to \$250,000.00. (An IRA is a self-directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to \$250,000.00 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You can also visit the FDIC website at www.fdic.gov and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.

Unclaimed Property – The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

UTMA Accounts – Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when or she reaches the age of the majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child’s benefit. For this type of account, the child’s SSN/TIN is used for the Backup Withholding Certification.

Cash Transaction Reporting – To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service Office.

Backup Withholding/TIN Certification – Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report (the taxpayer identification number is your social security number if you are an individual.) Interest includes dividends, interest, and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. (There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

Changing Account Products – We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specific date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

Transactions by Mail - You may deposit checks by mail. You should indorse the check being sent through the mail with the words “For Deposit Only” and should include your correct account number underneath to ensure the check is credited to the correct account. You should use the pre-encoded checking deposit slips found behind your checks in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the check should be credited, we may apply it to any account or any loan balance you have with us or we may return the check to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

Advisory Against Illegal Use – You agree not to use your FirstBank VISA® Debit Card for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in the jurisdiction in which you may be located.

International ACH Transactions - Financial institutions are required by law to scrutinize and verify any international ACH transaction (IAT) that they receive against the Specially Designed Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

Currency Conversion and International Transactions – When you use your VISA® Debit card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

VISA USA charges us a 0.8% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. The fee we charge you for international/currency conversions is disclosed separately. An international transaction is a transaction where the country of the merchant is outside the United States of America.

Foreign Accounts – Unless we agree in writing to the contrary, funds held in accounts at our offices located outside of the United States of America and the District of Columbia (termed “foreign accounts” in this section) are payable solely in the country in which your account was opened and is maintained. Payment from foreign accounts may not be demanded from our offices in the United States. Funds are payable only in the currency of the country in which the foreign account is held. Offices located in the United States do not accept responsibility for any loss or damages incurred by any owner or payee of a foreign account resulting from government orders, laws, or from any other cause beyond our control. Owners of foreign accounts assume whatever risk may exist that the foreign country in which an office is located might impose restrictions on withdrawals.

Check Storage and Copies – You agree that you will not receive your cancelled checks. We will store your cancelled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require.

Lost, Destroyed, or Stolen Certified, Cashier's or Teller Checks - Under some circumstances, you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in the form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check.) Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

Monitoring and Recording Telephone Calls – We may monitor or record phone calls for security reasons and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We are not required to remind you of our recording before each phone conversation.

Account Management – Prudent management of your account will ensure that funds are always available to pay all checks/debits presented for payment. Overdraft and Returned Item Fees apply to overdraft and returned items created by check, in person withdrawal, ATM withdrawal or other electronic means.

Overdrafts- A daily overdraft charge will be assessed on accounts overdrawn for 5 consecutive business days regardless of the manner in which the account became overdrawn by service fees or other bank charges which overdrew the account.

Mobile Banking- 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.

Endorsement Requirements- We reserve the right to reject any check that does not meet these specific endorsement requirements. Endorsements must be made on the back of 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."

Mobile Banking 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.

Mobile Banking Account Security—in addition to the terms and conditions outlined in section 31 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.

Please see the End User Agreement/Mobile Banking Disclosure for more information regarding Mobile Banking and Mobile Deposit.