



# FIRST BANK

MEMBER FDIC

## Personal Online Banking Access Agreement

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## I. Introduction

This Online Banking Personal Banking Access Agreement ("Access Agreement") for accessing your First Bank accounts using the Internet explains the terms and conditions governing the account and bill payment services offered through Personal Online Banking ("Online Banking"). By using Online Banking, you agree to the terms and conditions of this Access Agreement and acknowledge your receipt of this Access Agreement and understanding of its terms. This Access Agreement will be governed by and interpreted in accordance with Federal law and regulation, the rules of the National Automated Clearing House Association (NACHA) and to the extent there is no applicable Federal law or regulation or Clearing House rule, by the laws of the State of Alaska. The terms "we," "us," "our," "First Bank," and "Bank" refer to First Bank. "You" refers to the owner of each account enrolled under this Agreement. The term "**business days**" means Monday through Friday, excluding Saturday, Sunday, and Federal and state banking holidays. "**Business Day Processing hours**" are 8:00 AM Alaska Standard Time through 5:00 PM Alaska Standard Time. "**Non-business Day scheduled hours**" refers to processing schedules to comply with requirements of the Bank and third party processors such as FedLine (Wire), Automated Clearing House (ACH), OSI ASP Services, CheckFree Bill Pay and other related services.

Online Banking can be used to access First Bank accounts. Activated Account means a First Bank account which the Bank has enrolled on Online Banking. Each of your accounts at First Bank remains subject to its applicable account disclosure statement ("Deposit Account Agreement and Disclosure").

## II. Accessing Your First Bank Accounts through Online Banking

### A. Requirements

To enroll your accounts through Online Banking, you must have a First Bank account. You may then enroll in Online Banking through First Bank's website, <http://www.firstbankak.com/>. In order to have access to your account under this Access Agreement, you must have a Social Security Number (SSN) and Mother's Maiden Name or other identity verification information that the Bank has agreed to. You will be notified by email when your account agreement has been setup. You will be requested in the notification email to call the Electronic Banking Center for your sign on ID and password (1-888-220-4446 or 907-228-4446).

### B. Your Sign-On ID and Password

Following Bank's review and approval of your enrollment request you will be given a Sign-On ID and an initial Password that will give you access to your accounts attached to Online Banking. The first time that you sign on using the Sign-On ID and the initial Password provided by the Bank you will be required to change your Password. At any time that you choose, you may change your Password using the Options button, and you may change your Password as frequently as you choose. For your security, First Bank requires that you change your Password once a year. For security purposes, it is also recommended that you memorize your Sign-On ID and your Password. Do not write them down. YOU ARE RESPONSIBLE FOR KEEPING YOUR SIGN-ON ID, PASSWORD, ACCOUNT NUMBERS AND OTHER ACCOUNT DATA CONFIDENTIAL. Do not share this information with anyone else. Other signers on the accounts should enroll separately in Online Banking

### C. Mobile Banking

Terms and Conditions: First Bank

Program: First Bank offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which

will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.

Questions: You can contact us at 1-888-220-4446, or send a text message with the word "HELP" to this number: 61539. We can answer any questions you have about the program.

To Stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 61539. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at anytime for any reason outside of the reasonable control of {Bank Name} or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, First Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). First Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. First Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by First Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of First Bank or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose First Bank, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

#### **D. Messages Services**

Public e-mail services are not considered secure by the Bank. Messages Services are provided free in order for you to direct questions about your account(s) to specific staff members and to provide general feedback. You must use

Messages Services to request an address change or a new Debit or ATM Card if you are making the request using Online Banking. Messages Services are accessible after you sign on to Online Banking using your Sign-on ID and Pass Code. Simply choose the Account Services Tab on the right side of the screen to use this feature. You cannot use Messages Services to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within Online Banking, or through Easy Access by Phone at 1-800-764-2265 or 225-7090 in Ketchikan. We are prohibited from providing you with federal disclosures through Messages Services in Online Banking. If you would like to receive periodic disclosures electronically, you will need to provide us with your e-mail address.

#### **E. Hours of Accessibility**

You can access your First Bank accounts through Online Banking seven days a week, 24 hours a day. However, at certain times, some or all of Online Banking may not be available due to system maintenance.

#### **F. Computer Requirements**

Online Banking requires use of an Internet Enabled Device. You are solely responsible for the selection, installation, maintenance and operation of your Internet Enabled Device.

#### **G. Responsibility For Your Account**

**You are solely responsible for the security of your Sign-On ID and Password and the activities you create or authorize. Any transaction made using your Sign-On ID and Pass Code is conclusively presumed to have been authorized by you to the maximum extent allowed by law.**

### **III. Account Services**

#### **A. Account Management**

In managing your personal accounts, you may use Online Banking to:

- View account balances and review transaction history.
- View e-Statements
- Transfer money between your accounts.
- Pay bills directly to any merchant, institution or individual in the amounts and on the days you request.
- Communicate directly with First Bank through Messages Services.

These features are limited to the extent and subject to the following:

- Your ability to transfer funds between certain accounts is limited by federal law, as stated in the Deposit Agreement and Disclosure Statement.
- The Bank may not immediately retrieve the Messages message that you send. Therefore, you should not rely on Messages Services if you need to communicate with the Bank immediately – for example, if you need to stop payment on a check, to report a lost or stolen card, or to report an unauthorized transaction from one of your accounts. The Bank will not take action based on your Messages Service requests until it actually receives your message and has a reasonable opportunity to act upon your request.
- You should review transactional information at least once every 30 days to assure the accuracy of
- your bank records
- The Bank reserves the right to limit the frequency and dollar amount of transactions from your Activated Accounts for any reason including security reasons.
- If available, each transfer made from a loan account is treated as a loan (cash) advance from that account and is subject to the terms of your Credit Agreement with us. If you have a loan account with First Bank, you appoint the Bank as your agent for purposes of taking any action necessary to complete your request for a loan advance from your loan account and deposit the loan advance in your designated account at the Bank.
- Overdraft protection (credit extended to cover overdrafts due to a NSF) for any Activated Account will only be available if the Bank has approved an overdraft credit facility for such Activated Account.
- The statement information, transaction information and available balance you view through Online Banking are current as of the close of the previous Business Day. Your actual available balance may be higher or lower due to uncollected funds, holds or transactions posted or memo posted since the close of the previous Business Day. This statement is for information purposes only and is not equivalent at all times to the statement information on the Banks' records. The Bank's statement records shall control if there is any conflict with information reflected on your Online Banking statement or software program.

#### **B. Funds Transfers**

You may initiate transfers of funds between designated accounts. Online Banking real time Online Banking transfers between Activated Accounts are processed immediately if the funds are collected. Recurring or scheduled transfers, which are initiated prior to 10:00 AM on a Business Day, when the bank has reasonable time to act, will be effective as of the close of business of that Business Day. Transfers which are initiated after 10:00 AM, on a Business Day, or on a day other than a Business Day will be effective as of the close of business the following Business Day. By initiating the transfer of funds from an account, you represent and warrant to us that the balance of collected funds in the account is equal to or greater than the amount of the transfer. We have no obligation to verify the availability of collected funds in the account at the time of the transfer request. If an overdraft is created as a result of a transfer request, you agree to reimburse us for the amount of the overdraft immediately upon request and to pay such charges as may be imposed by us as a result of the overdraft. The number of transfers from a savings account is limited as described in the applicable Deposit Agreement and Disclosure. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires. The provisions of this section shall survive termination of this Agreement.

### **C. Additional Information**

You can obtain balance and transaction history on all enrolled accounts. Current balance and activity information is available as of the close of the previous Business Day. Your actual available balance may be higher or lower due to uncollected funds, holds or transactions posted or memos posted since the close of the previous Business Day. This statement is for informational purposes only and may not be equivalent at all times to the statement information on the Bank's records. The Bank's statement records shall control if there is any conflict with the information reflected on your Online Banking statement or software program.

### **D. Deposit Account Agreement and Disclosure Statement**

Acceptance of your application for enrollment of your accounts under this Access Agreement does not modify your rights and obligations under your existing Deposit Account Agreement and Disclosure Statement, which remains in full force and effect.

### **E. Account Statements**

For each account to which or from which an electronic transfer may be made, we will provide you a detailed periodic statement for each monthly cycle in which an electronic transfer has occurred; and will send a detailed periodic statement at least quarterly if no electronic transfer occurs.

## **IV. Bill Pay Services**

### **A. TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE**

#### **B. SERVICE DEFINITIONS**

- "Service" or "The Service" means the bill payment service offered by First Bank, through CheckFree Services Corporation, a subsidiary of Fiserv Solutions, Inc .
- "Agreement" means these terms and conditions of the bill payment service.
- "Customer Service" means the Customer Service department of First Bank. Please see the ERRORS AND QUESTIONS section below for Customer Service contact information.
- "Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- "Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
- "Payment Account" is the checking account from which bill payments will be debited.
- "Billing Account" is the checking account from which all Service fees will be automatically debited.
- "Business Day" is every Monday through Friday, excluding Federal Reserve holidays.
- "Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
- "Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.
- "Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

#### **C. PAYMENT SCHEDULING**

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the

application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

#### **D. THE SERVICE GUARANTEE**

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

#### **E. PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE**

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- 1.If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- 2.The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
- 3.You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
- 4.Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

#### **F. PAYMENT METHODS**

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment. (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

#### **G. PAYMENT CANCELLATION REQUESTS**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

#### **H. STOP PAYMENT REQUESTS**

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

## **I. PROHIBITED PAYMENTS**

Payments to Billers outside of the United States or its territories are prohibited through the Service.

## **J. EXCEPTION PAYMENTS**

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

## **K. BILL DELIVERY AND PRESENTMENT**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

## **L. EXCLUSIONS OF WARRANTIES**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **M. PASSWORD AND SECURITY**

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 855-841-5406 during Customer Service hours.

#### **N. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

#### **O. ERRORS AND QUESTIONS**

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

1. Telephone us at 855-841-5406 during Customer Service hours;
2. Contact us by using the application's e-messaging feature; and/or,
3. Write us at:

First Bank  
2030 Sea Level Drive  
Suite 200  
Ketchikan, AK 99901

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

#### **P. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

#### **Q. SERVICE FEES AND ADDITIONAL CHARGES**



Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

#### **R. FAILED OR RETURNED TRANSACTIONS**

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

#### **S. ALTERATIONS AND AMENDMENTS**

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

#### **T. ADDRESS OR BANKING CHANGES**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

#### **U. SERVICE TERMINATION, CANCELLATION, OR SUSPENSION**

In the event you wish to cancel the Service, please contact Customer Service via one of the following:

1. Telephone us at 855-841-5406 during Customer Service hours; or,
2. Write us at:

First Bank  
2030 Sea Level Drive  
Suite 200  
Ketchikan, AK 99901

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

#### **V. BILLER LIMITATION**

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

#### **W. RETURNED PAYMENTS**

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to

research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

#### **X. INFORMATION AUTHORIZATION**

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

#### **Y. DISPUTES**

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

#### **Z. ASSIGNMENT**

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

#### **AA. NO WAIVER**

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

#### **BB. CAPTIONS**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

#### **CC. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

#### **V. General Conditions**

##### **A. Payment Account**

You must designate a payment account for selected services such as Bill Pay. You agree to pay promptly all fees and charges for services provided under this Agreement and authorize us to charge the account that you have designated as the payment account or any other account for fees and any overdrafts.

If you close the payment account, you must immediately notify First Bank and identify a new payment account for the selected services. Additionally, if you close all First Bank accounts, you must immediately cancel all your Online Banking services.

##### **B. Maintenance of Account Balances**

First Bank operates in both real time mode (upon receipt) and batch mode (at certain scheduled times) depending upon timing, scheduling, and method of receiving and posting transactions. Transfers and bill payments occur in real

time. Some batch transactions such as Automated Clearing House (ACH) debit and credit transactions are posted to your account at various times throughout the Business Day. From time to time during any Business Day, First Bank may transmit or receive a balance file, which debits or credits your account. Transactions, which may be authorized Online Banking such as ATM and point of sale transactions, may also be posted to your account in real time mode. It is your responsibility to see that you have sufficient collected funds in your accounts throughout each day to cover all debits to each account. If there are insufficient funds, you may receive a message in your Messages indicating that a transaction will not be processed.

### **C. Overdrafts and Order of Payments**

If your account has insufficient funds at the time First Bank performs any fund transfer (checks, ATM withdrawals, pre-authorized transactions, Online Banking Personal Banking transfers and bill payments, etc.) that you have requested for a given business day, then:

1. Pre-authorized overdraft privileges will be exercised including transfers from checking, savings, or Business line of credit, but only to the extent authorized by the Bank in advance;
2. If your account still lacks sufficient collected funds, we may, in our sole discretion, give certain electronic funds transfers involving currency disbursement, like ATM withdrawals, priority; and
3. If your account still lacks sufficient collected funds, we may allow the electronic funds transfers initiated through Online Banking to be completed resulting in an overdraft of your account, or we may choose not to process certain of your transactions.

If you have a scheduled payment that results in an insufficient funds return, the scheduled payment will not be processed, and no attempt will be made to retry processing the payment. If this should occur, you will receive notification in your Online Banking Messages. Your next scheduled payment will not be affected. You are responsible for making any scheduled payments, and paying any related charges or penalties, if First Bank is unable to make your payment due to insufficient funds or because of any of the other reasons set forth in Section IV A above.

The Bank reserves the right, in its sole discretion, to refuse to process any item or any transaction which will result in an overdraft of your account, with the limited exception for accounts with preauthorized overdraft privileges. In addition, the bank may choose to close your account. In all events, you will be charged the insufficient funds charges that apply to your account.

### **D. Account Cancellation**

If you wish to cancel any of the Online Banking Services please contact the First Bank Online Banking Help Desk using Messages Services. You may also telephone the Online Banking Help Desk at 1-888-220-4446 (or in Ketchikan 907-228-4446), or FAX to 907-225-0537 attention Online Banking Help Desk. You can send cancellation instructions in writing to First Bank, Electronic Banking Center, 2030 Sea Level Dr., Suite 200, Ketchikan, AK 99901. You will remain responsible, however, for any transactions then in process and for any fees or overdrafts due at the point of cancellation.

### **E. Disclosure of Account Information to Third Parties**

The Bank maintains procedures designed to protect confidential information about you and your use of the Bank's products and services. It is the Bank's practice not to share confidential information about you outside First Bank and the companies it owns (affiliates) and third party vendors who provide services for the products provided to you, except as otherwise disclosed and agreed to herein or in any other Agreement the Bank or any of its affiliates may have with you. Third party vendors agree to guard your information and are prohibited from using such information independently from the Bank.

The Bank may access information about you and your credit account, deposit account, or other account at the Bank or its affiliates or third party vendors (collectively called "Account") and related paper-based or electronic communications, records and data in transmission or storage with the Bank and the Bank's affiliates and third party vendors (collectively called the "Information"). The Bank will not release your Information to third parties outside First Bank and its affiliates and third party vendors except when (a) the Bank or you are compelled to disclose the contents of the records by a court order; (b) its disclosure is required by federal or state law or regulation; (c) disclosure is authorized in writing by you; (d) disclosure is made to the holder of a negotiable instrument drawn on the Bank as to whether the drawer has sufficient funds in the Bank to cover the instrument; (e) an inquiry has been made by a bank, savings association, or savings and loan association regulated under this title, or by a credit-reporting agency regulated under 15 U.S.C. 1681-1681t (Fair Credit Reporting Act) solely for the express purpose of determining the credit worthiness of you as an applicant for credit, and the information disclosed by the Bank or the entity making the inquiry under this paragraph pertains only to the payment habits of you in connection with loans and other credit accommodations and does not pertain to records concerning deposit balances in savings or checking accounts; and (f) disclosure to a third party vendor is necessary in order for the Bank to provide you with the services governed by this Agreement.

When disclosure of Bank records is required or allowed under (a) or (b) of this section, we shall notify you of the disclosure. If notification before disclosure is not possible, we shall immediately notify you of the disclosure or inquiry. However, notification may not be made if disclosure is made under a search warrant or under a court order issued at the behest of a grand jury. By using this Service, you specifically agree that the Bank may disclose such Information to First Bank affiliates and to third party vendors outside First Bank and its affiliates in the manner described above.

#### **F. Questions or Error Correction on Online Banking Services Transactions**

In case of questions or errors about Online Banking Personal Banking funds transfers through Online Banking involving your account, here is what you should do:

- Contact First Bank Online Banking Help Desk using Messages Services, or
- Fax First Bank at 907-225-0537, Attention: Online Banking Help Desk, or
- Telephone First Bank at 1-888-220-4446 during business hours on a business day; or
- Write First Bank c/o its Electronic Banking Department at 2030 Sea Level Dr., Suite 200, Ketchikan, AK 99901.

Contact us right away if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving your Bank accounts or records; (c) a breach in the confidentiality of the Security Procedures; or (d) other problems related to the Services. You must send us a written notice of the discrepancy or other problem, within a reasonable time (not to exceed 60 days from the date you first receive an account statement from us reflecting the problem). In your notice, you must: (1) tell us your name and account number (if any); (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and (3) Tell us to the extent possible, the type, date and amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days after receipt of your error notice for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. The provisions of this section shall survive termination of this Agreement.

#### **G. Monthly Fees**

You agree to pay any special charges in effect as announced by the Bank from time to time. These charges are in addition to the fees and service charges specified in your applicable checking, savings or overdraft protection account agreements (for example, uncollected or overdraft charges on your checking account). If the payment account has insufficient funds to cover fees, the Bank will deduct the fee from any other checking account you have with First Bank, whether or not it is linked to Online Banking (in any order we may choose). If the fee cannot be paid, we may cancel your bill payment service. After cancellation, your bill payment service may be reinstated at the Bank's discretion by contacting the First Bank Online Banking Help Desk once sufficient funds are available in your payment account to cover the bill payment fees and any other pending transfers or debits.

#### **H. Changes to Charges, Fees or Other Terms**

We reserve the right to change the charges, fees or other terms described in this Access Agreement. However, when changes are made, we will notify you Online Banking, or send a notice to you at the address shown on our records, or send you an electronic mail message (Messages services). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for Online Banking transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions or other change, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Deposit Agreement and Disclosure.

#### **I. Stop Payments**

Subject to certain limitations, you may order the Bank to stop payment on any check or other item drawn on or electronic transfers affecting your account (collectively Items), whether drawn by you or any other Account Owner. A fee is charged for this service. The stop payment request will be effective if the Bank receives the order at such time

and in such manner as to afford the Bank a reasonable opportunity to act upon the order. A stop payment order may be given by calling us or by sending an e-mail message through Messages Services. We will check for e-mail messages at 10:00 a.m., 1:00 p.m. and 4:00 p.m. Alaska Standard Time, Monday through Friday, excluding Bank Holidays. If you miss a cutoff time, your stop payment request will not be processed until the next available cut-off time. In all events, stop payment requests received in any way after 4:00 p.m. will be processed on the next Business Day. In the case of payments you have arranged to be regularly made from your accounts, oral or written notice must be made in time for us to receive your request at least three business days before the next payment is scheduled to be made. The Bank will require you to provide the exact account number, the date, the exact amount, and the check number, together with the name of the payee for each Item. Accuracy is essential since stop payment orders are processed by computers operating on the basis of precise information. If you give the Bank incorrect information, the Bank will not be responsible for failing to stop payment on the Item. A stop payment order becomes effective when we confirm its receipt and have verified that the Item or transaction has not been paid by us. You acknowledge that acceptance of a stop payment order by the Bank will not constitute a representation that the Item has not already been paid or that the Bank has a reasonable opportunity to act upon the order. You may not stop payment on a cashier's check, certified check, guaranteed check, money order or on any check for which a cashier's check was issued. In addition, you may not stop payment on checks governed by a separate agreement, such as a check guaranty agreement. Further, you may not stop payment on a check after acceptance of the check by the Bank. You should be aware that while payment of an Item may be stopped, you may remain liable to any person, including the Bank, who is a holder of the Item despite the stop payment order. The validity and duration of stop payment orders are subject to applicable state law. Stop payment orders are good for one year (unless renewed). A copy of the stop order will be given to you when you come into the branch to place the stop payment. You will be mailed a confirmation of the stop payment information when you place a stop payment by telephone or by e-mail. You need to verify all information in the confirmation and only contact us if there is a discrepancy. The Bank is entitled to a reasonable period of time following the receipt of the stop payment order to notify its employees of its receipt. The Bank has the right to pursue reimbursement, upon crediting your account following an inadvertent payment of an item over a valid stop order. In such an event, you agree to transfer to the Bank all rights against the payee or other holder of the Item. You agree to indemnify, defend and hold the Bank harmless from any loss, expense, and cost incurred as a result of stopping payment on an Item, other than losses or costs arising out of our failure to act in good faith or with ordinary care. If you issue a replacement Item, you are responsible for reviewing the prior statements to determine if the original Item has been paid. The Bank will only review its records for transactions since your last statement date. The Bank will not be responsible for any loss incurred by you if you issue a replacement Item for any check on which you stopped payment if payment of the original Item was reflected on a previous bank statement. The provisions of this section shall survive termination of this Agreement.

#### **J. Service Changes and Additions**

You may request at any time to change the processing instructions for any Service. We are not obligated to implement any requested changes until we have had a reasonable opportunity to act upon your request. In making changes, we are entitled to rely on requests purporting to be from you. For certain changes, we may require that your requests be in writing, in a form and manner acceptable to us, or be from an authorized person you designate. Changes are subject to our approval. Bank may, from time to time, introduce new Online Banking services. We will notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

#### **K. Confidentiality**

You acknowledge our claim to proprietary rights in all materials we may provide to you to access any Online Banking service subject to this Agreement (Materials) and that the Materials constitute our "trade secrets" or trade secrets of our licensors or vendors. You understand that all Materials are confidential and you will:

- Safeguard the Materials at all times;
- Establish and maintain procedures to assure the confidentiality of the Materials and any Sign On ID and password assigned to or used by you;
- Use the Materials only for the purposes for which we provide them; and
- Notify us promptly by telephone, confirmed in writing, if any Materials are lost or their confidentiality is compromised.

You will not, nor will you allow anyone else to, do any of the following without our prior consent:

- Disclose any Materials to any person or entity, except to your employees and agents with a need to know the Materials;
- Make any copies, in whole or in part, of any Materials in whatever form or medium (electronic, printed or otherwise) in which they may exist from time to time, except as provided in the Software License section; or
- Translate, reverse engineer, disassemble or decompile any Software or security devices.

These confidentiality obligations continue after each Service you are using is terminated. You have sole responsibility for the custody, control and use of all Materials. You agree that no individual will be allowed to initiate a request or other instruction contemplated in this access Agreement or to have access to any Materials without proper supervision and strict security procedures. We will be fully protected in relying on the correct user identification codes and passwords, as described in the relevant user documentation.

#### **L. Cutoff Hours**

A number of our services are subject to processing cutoff hours on a business day. You can obtain information on our current cutoff hours by contacting your office of account. Instructions received after a cutoff hour or on a day other than a business day may be deemed received as of the next business day.

#### **M. Unauthorized Transactions in Your First Bank Accounts**

Notify us immediately if you believe another person has improperly obtained your Online Banking Sign On ID and Password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call **First Bank Online Banking Help Desk 1-888-220-4446 (or 228-4446 if calling locally from Ketchikan) during business hours on a business day, or write First Bank, Electronic Banking Center at 331 Dock Street, Ketchikan, AK 99901.**

Tell us AT ONCE if you believe your Sign On ID and Password have been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days, you can lose no more than \$50 if someone used your Password without your permission. (If you believe your Password has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone uses your Password without your permission.)

If you do NOT tell us within two business days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

To the extent not limited by the Electronic Funds Transfer Act or other applicable law, you are liable for any loss we may suffer as a result of your failure to properly and timely perform your obligations under this Agreement.

#### **N. Limitation of Liability and Damages**

Except as provided otherwise by applicable law, First Bank will not be liable for loss or damage of any kind if we do not complete a transfer to or from any Activated Account on time or in the correct amount according to our agreement with you if:

- Through no fault of ours, you do not have enough money in your account to make a transfer.
- a legal order directs us to prohibit withdrawals from the account.
- Your account is closed or if it has been frozen.
- The transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- You, or anyone you allow or acting on your behalf, commits any fraud or violates any law or regulation.
- Any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
- You have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment
- You did not authorize payment early enough for the payment to be scheduled, transmitted, received and credited by your creditor's Due Date.
- The Bank made timely payment but your creditor did not properly credit our payment after receipt.
- You have not properly followed the instructions for using Online Banking Services.
- The transfer or payment could not be made or completed due to system unavailability.
- Your creditor rejects or otherwise returns your payment.

- Circumstances beyond our control (such as fire, communications failures, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.
- Except as provided otherwise by law, we will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties which are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) the application of any government or funds transfer system rule, guideline, policy or regulation; or (e) our inability to confirm to our satisfaction the authority of any person to act on your behalf.
- Except for losses caused by our gross negligence or willful misconduct, our liability for any loss, cost, or liability arising from our actions or omissions will not exceed the average monthly charge for the Service in question for the month preceding the date of loss, except as otherwise required by law. We will not be responsible, under any circumstances, for any special, indirect, exemplary, consequential or punitive damages which you incur in connection with this Agreement or the services, even if we are aware of the possibility for such damages. The provisions of this section shall survive termination of this Agreement.
- You acknowledge that our Service fees have been established in contemplation of: (a) these limitations on our liability, and (b) your agreement to review statements and notices promptly and to notify us immediately of any discrepancies or problems.

#### **O. Dispute Resolutions**

We try to resolve our customers' service problems or disputes as quickly as possible. In most cases, we can resolve a problem by telephone. If the problem cannot be resolved, we agree, to the extent allowed by applicable law, as follows:

We each intentionally and deliberately waive any right we may have to a trial by jury of any claim we may have in any state or federal action or proceeding. In the event that special, indirect, exemplary, consequential or punitive damages are permitted by either party under applicable law, we agree that such may not be awarded. Except as otherwise provided below, any dispute under this Agreement shall be resolved by arbitration according to the commercial rules of the American Arbitration Association then existing.

We will select a single neutral arbitrator who is experienced in banking matters. Except as otherwise provided in this section, the arbitration will be conducted pursuant to Alaska Law. The arbitrator will determine all issues relative to the applicability, interpretation, legality and enforceability of this agreement to use arbitration. The arbitrator will have no authority to make any award which is contrary to the terms of this Access Agreement. We will share equally the fees and expenses of the arbitrator unless otherwise provided in the arbitrator's statement of decision. The prevailing party in the arbitration shall be authorized to recover its reasonable actual attorneys fees and costs incurred with respect to the dispute. Nothing, however, shall limit the right of either of us to (a) exercise self-help remedies including, without limitation, set-off, or (b) obtain or oppose provisional or ancillary remedies from a court of competent jurisdiction before, after or during the pendency of the arbitration. The exercise of, or opposition to, any such remedy does not waive the right of either of us to arbitration. Any claim under this Access Agreement or to recover any Online Banking Service related loss must be commenced within one year from the date that the event giving rise to the claim first occurred. The provisions of this section will survive termination of all services.

#### **P. Facsimile Signatures**

Many people use a facsimile signature as a convenient method for signing checks, documents and other items. If you choose to use a facsimile signature, you must provide us with a specimen facsimile signature of each person authorized to do so on your account. You are responsible for any withdrawal from your account that bears or appears to us to bear a facsimile signature that resembles the signature of an authorized person. If you choose to use a facsimile signature, you are responsible even if you have not presented us with a specimen facsimile signature or if the size, color, or style of the facsimile signature, regardless of the size, color, or style of the check, is different from that of the facsimile signature you typically use. We may pay the withdrawal and may charge your account for it. You agree to compensate us for all losses, claims, damages, or expenses, including reasonable attorney's fees, that result from our payment of a withdrawal bearing a facsimile that resembles your signature or a facsimile that we believe you authorized. The provisions of this section shall survive termination of this Agreement.

#### **Q. Integration of Agreements**

This Access Agreement will be controlling in the event of any conflict between it and any relevant Deposit Account Agreement, Signature Card, training guide, user documentation, Materials, and any other document or written or oral statement. Current user documentation will be made available upon request. This Agreement supersedes all prior agreements and understandings, oral or written, between you and us relating to any service (excluding the current Deposit Account Agreement and Disclosure and excluding any security procedure and software license agreement previously agreed upon unless we notify you otherwise in writing). The terms and conditions of this Access Agreement

are in addition to the terms and conditions of any credit agreement you may have with us. If you elect to receive other services from us, the terms and conditions for such services shall be incorporated herein by this reference. This Access Agreement is binding upon each of our respective successors and permitted assigns. You may not assign any of your rights or duties described in this Access Agreement without our prior written consent. This Access Agreement is not for the benefit of any other person, and no other person has any right under this Access Agreement against you or us. Nothing contained in this Access Agreement creates any agency, fiduciary, joint venture or partnership relationship between you and us. We are responsible only for performing the Services expressly provided for in this Access Agreement or by subsequent agreement between us. We may contract with an outside vendor in providing any Online Banking service.

If any provision of this Access Agreement or the application of any such provision to any person or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Access Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void and unenforceable shall remain enforceable to the fullest extent permitted by law.

No delay or failure to exercise any right or remedy under this Access Agreement shall be deemed to be a waiver of such right or remedy. No waiver of a single breach or default under this Access Agreement is a waiver of any other breach or default. Any waiver under this Access Agreement must be in writing.

#### **R. Information Processing and Reporting**

We may offer you a number of services which require us to receive, process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information which you or others provide to us. We shall be protected in acting on any oral or written request believed in good faith to be genuine and to have been made by you or any user you authorize. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Access Agreement and any operating procedures. Unless we agree otherwise in writing, we will not be required, by means of any security procedures or otherwise, to detect errors in the transmission or content of any information we receive from you or third parties.

THE BANK SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY ELECTRONIC TERMINAL, COMPUTER OR OTHER EQUIPMENT, HARDWARE, SOFTWARE, THE ONLINE BANKING SERVICES OR SOFTWARE. THE SERVICES OF ANY SERVICE PROVIDER OR OTHER THIRD PARTY, OR ANY SERVICES OR PRODUCTS OF THE BANK OR ITS AFFILIATES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF THE BANK IS ADVISED OF THE POSSIBILITY OF A POTENTIAL CLAIM. THE BANK DOES NOT WARRANT ITS SERVICES OR ANY RELATED PRODUCTS OR SOFTWARE WILL OPERATE ERROR FREE OR WILL BE UNINTERRUPTED.

You acknowledge that it is not possible for our services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to submit corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide a Service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

#### **S. Limitations on Use and Access**

Unless you have our prior written consent, you may not: (a) permit a third party to initiate any service we provide you on your behalf; or (b) use any services we provide you to process transactions on behalf of others.

#### **T. Protection from Third Parties**

You will indemnify and defend us against and hold us harmless from any and all liabilities, claims, costs, expenses and damages of any nature (including reasonable attorney's fees) arising out of or relating to disputes or legal actions by parties other than you and us concerning a service. The obligations contained in the preceding sentence will continue after a service you are using is terminated. This section does not apply to any cost or damage incurred by a third party which is attributable to our gross negligence or intentional misconduct and for which we are legally responsible.

#### **U. Representations and Warranties**

On and as of each day we provide any service to you, you represent and warrant to us that:



Your agreement to each provision contained in this Agreement is a duly authorized, legal, valid, binding and enforceable obligation; The debiting or crediting of any account is not inconsistent with any restriction on the use of that account; All approvals and authorization required to permit the execution and delivery of this Agreement and any supplementary materials and any other necessary documentation, and the performance and consummation by you of the transactions contemplated under each service we provide you, have been obtained, including but not limited to due authorization from each applicable third party to allow you to transfer funds to or from and to access information from such party's account; and your performance of your obligations will not violate any rule, law, regulation, judgment, decree or order applicable to you, your accounts or this Access Agreement.

#### **V. Termination**

You or we may terminate some or all of the services governed by this Access Agreement, with or without cause, by giving thirty days prior notice to the other party. We may also terminate the Services immediately if: (a) you breach any agreement with us; (b) the confidentiality of the Security Procedures is compromised; (c) we have reason to believe that an unauthorized transaction has taken or may take place involving your account or a service; (d) you become insolvent or the subject of a bankruptcy or dissolution proceeding; (e) you make any assignment for the benefit of creditors; (f) you fail generally to pay your debts as they become due; (g) your payment account is overdrawn; (h) any material adverse change occurs in your financial condition; (i) you close your payment account; (j) you do not use your Online Banking services for a one (1) year period, or (k) we are uncertain as to any person's authority to give us instructions regarding your accounts or the Services.

If a service you are using is terminated for any reason, you will do the following: (a) immediately stop using any Materials relating to the terminated Service; (b) at our option, either return to us or destroy all Materials relating to the terminated service.

Your obligations under this Agreement will continue after a service you are using has been terminated. Termination of a service you use does not affect your payment or other obligations under this Agreement for services we provide to you before the service is terminated or any other obligation which survives termination of this Agreement.

#### **W. System Unavailability**

The Service may be unavailable at certain times for the following reasons:

- **Scheduled Maintenance:** There will necessarily be periods when systems require maintenance or upgrades. These will typically occur from 3:00 a.m. to 7:00 a.m. Alaska Time.
- **Unscheduled Maintenance:** The service may be unavailable when unforeseen maintenance is necessary.
- **System Outages:** Major unforeseen events, such as, but not limited to, earthquakes, fires, floods, computer failures, interruptions in telephone service or electrical outages, may render access to the service unavailable.

The Bank will make all reasonable efforts to ensure the availability of the service. However, the Bank is in no way liable for the unavailability of the service or any damages that may result.

#### **X. Security**

The Bank will take reasonable steps in connection with the services to ensure the security and confidentiality of your financial records and transactions under the services. Such steps may include, without limitation, creating security firewalls in its computer systems to protect against access by any unauthorized person and implementing other commercially reasonable security techniques. At all times you agree to comply with all security procedures the Bank may impose from time to time in connection with your use of the services. You agree the security techniques used by the Bank, its affiliates and agents in connection with the services are commercially reasonable security procedures and, as a result, you assume all risk of loss for unauthorized transactions where the Bank has followed its then current security procedures.

- **Initial Log In:** For security purposes, the first time you go to the Online Banking web site to log on to your account, you'll be asked to change your Password to one of your choosing.
- **Password:** Your Password must be at least 8 characters long. It should be a combination of numbers and letters. Please memorize your Password and don't write it down or reveal it to any unauthorized persons.
- **Challenge Questions and Phone Numbers:** You will be prompted on your first sign on to Online Banking to set up 5 Challenge Questions and back up phone numbers. You must choose a Challenge Question from each of the five drop down boxes and enter an answer for each one. Though the phone numbers are optional, we recommend entering as many phone numbers as you have in the phone number section. These phone numbers will not be used for anything except calling you in case you forget, or enter incorrectly, your challenge question answers. If you log into Online Banking from a different location than normal, you may be asked 2 of the 5 challenge questions. If you

try to bypass these questions, and the backup phone call, your account will be locked until you contact the First Bank Online Banking Help Desk and verify that you were logging in from a new location and that you would like to be unlocked. The best way to avoid being locked out is to choose Challenge Questions from the list of 20 that make sense to you and are easy for you to remember, but hard for someone else to guess.

- **Automatic lockout:** After 5 sign-on failures, the system will automatically lock out your internet banking accounts. You will then be unable to access your internet banking accounts until you have contacted our Online Banking Help Desk at 1-888-220-4446 (in Ketchikan call 228-4446) during business hours on a business day.
- **Session Timeout:** The system will automatically sign you off after a 20-minute period of non-use.
- **Reversals and Deletions or Corrections:** Requests for reversal, deletion or correction are to be initiated by a call to the Online Banking Help Desk at 1-888-220-4446 (in Ketchikan call 228-4446).
- **Other Security Issues**
- Never leave your computer unattended when you are signed on to Online Banking.
- Sign off of Online Banking as soon as you are finished.
- Close your browser after signing off of Online Banking.

#### **Y. Office of Foreign Assets Control**

The Office of Foreign Assets Control may prevent us from sending an Item to or receiving an Item from certain Parties that are referred to herein as Blocked Parties. It is your obligation to make sure you do not initiate Items to or from Blocked Parties. You acknowledge that if we receive an Item from you for credit to a Blocked Party, we are obligated to deduct the amount of the Item from your account, credit the Item to a Blocked Account and report the Item to the OFAC. If we process the Item, your creditor's financial institution may freeze the Item and report it to OFAC. In either event, the blocked party may not be considered paid and you will not have access to the funds. You agree to indemnify, defend and hold us harmless for any claim, loss or expense we suffer as a result of processing an Item to or from a Blocked Party. The provisions of this section shall survive termination of this Agreement.

#### **Z. Security Agreement**

In addition to all other rights Bank may exercise by law, you hereby grant Bank a security interest in all of your deposit accounts and instruments under the Alaska Uniform Commercial Code to secure payment of all sums due and performance of all of your obligations under this Agreement.

#### **AA. Liability Disclosure**

By applying for Online Banking, you agree to accept responsibility for protecting the integrity of your Password, Security Question and Answer, and Challenge Questions and Answers. In order to help prevent unauthorized transactions and/or account access, you also agree to ensure the security of the personal computer (PC) you own and/or use to access the First Bank Online Banking service. By securing the PC you own and/or use, we specifically mean installing anti-virus software, a firewall and spyware detection software on your PC, and keeping this security software current; or verifying that the above security software has been installed and is current. You also agree that First Bank may revoke Online Banking access if unauthorized account access and/or transactions occur as a result of your negligence in safeguarding the Password, Security Question and Answer, and Challenge Questions and Answers, and if you fail to ensure the security of the PC you own and/or use to access the First Bank Online Banking service, as described above.