

Online Banking Agreement

IMPORTANT: Read the following Agreement which governs the terms of Online Banking Services we provide before continuing with the application process. By clicking the link located at the bottom of the page, you acknowledge you have read the Agreement and consent to its terms and you will then be automatically directed to the online application form.

E-Banker Agreement

First Bank & Trust Co.

This Agreement establishes the rules which cover the electronic access to your account at First Bank & Trust Co. through E-Banker. By using E-Banker, or authorizing others to use it, you accept all the terms and conditions of this Agreement. Please read it carefully.

Notwithstanding anything to the contrary in the Agreement, each of your accounts at First Bank & Trust Co. which are accessed through E-Banker continue to be governed by the applicable Deposit Agreements and Disclosures relating to those accounts, including the [Electronic Funds Transfer Agreement](#) and the applicable [Fee Schedule](#), as they may be amended from time to time.

This Agreement is also subject to applicable federal laws and the laws of the State of Oklahoma (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of the Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and First Bank & Trust Co.'s successors and assigns. Certain obligations of the parties pursuant to this Agreement shall survive termination, cancellation or expiration of this Agreement.

DEFINITION OF TERMS

The following terms may be used throughout this Agreement:

- "You" and "Your" means any accountholder authorized by First Bank & Trust Co. to use E-Banker under this Agreement and all persons authorized by that accountholder to use their E-Banker Identification and Personal ID Number (Password) or other means of access we establish or approve.
- "We", "Us", "Our", "Bank", "E-Banker", and "First Bank & Trust Co." mean First Bank & Trust Co.
- "Account" or "Accounts" mean your accounts at First Bank & Trust Co.
- "E-Banker" means the services provided pursuant to this Agreement that allows you to transfer funds, access accounts, obtain information, and perform other transactions via the Internet by use of a personal computer and modem and/or other means we authorize or allow.
- "Business days" means Monday through Friday, except for federal banking holidays.

To use E-Banker, you must have at least one open account at First Bank & Trust Co. and complete an [E-Banker Enrollment Form](#). In addition, you will need a personal computer, Internet service through the provider of your choice, a compatible web browser with 128-bit encryption, and an e-mail address. You may download a compatible web browser for free at: [Microsoft Internet Explorer](#) or [Safari](#) or [Firefox](#).

Once we have processed your E-Banker Enrollment Form and verified your account information, we will send to you, by postal mail, confirmation of our acceptance of your enrollment, along with your assigned E-Banker ID and temporary Password. You can also complete the E-Banker Application and return it to one of our [Banking Centers](#) to receive your E-Banker ID and Password right away. E-Banker can be used to access only the First Bank & Trust Co. accounts which you have designated for access through E-Banker on your Application Form. You can add or delete any of your First Bank & Trust Co. accounts from this Agreement by [Contacting Us](#) in writing or by phone. Access to your accounts through E-Banker will be based upon the

ID and Password used to access the system. We undertake no obligation to monitor transactions through E-Banker to determine that they are made on behalf of the accountholder.

You are responsible for the installation, maintenance, and operation of your computer and your browser software. The risk of error, failure, or non-performance is your risk and includes the risk that you do not operate your computer or your software properly. The Bank is not responsible for any errors or failures from any malfunction of your computer or your software. First Bank & Trust Co. is not responsible for any computer viruses that you may encounter or for any virus-related problems that may be associated with the use of E-Banker. The Bank has no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your computer or your software.

FIRST BANK & TRUST CO. INTERNET BANKING SERVICES

Account access via E-Banker allows you to:

- View your account balances and transaction history
- Transfer funds between First Bank & Trust Co. accounts
- View checks and statements
- Setup one-time or recurring transfers between First Bank & Trust Co. accounts
- Make First Bank & Trust Co. loan payments
- Make Stop payment requests
- Download account transactions to financial money management software or spreadsheets

You may also pay bill from your First Bank & Trust Co. checking accounts in the amounts and on the dates you specify.

HOURS OF ACCESS

You can access your accounts through E-Banker seven days a week, twenty-four hours a day. However, at certain times, some or all E-Banker services may not be available due to emergency or routine system maintenance. We agree to post notice of any extended periods of non-availability on First Bank & Trust Co.'s Web site at www.fb247.com.

YOUR PASSWORD

Once we have accepted your E-Banker Application, you will be given an E-Banker ID and Password that will give you access to your designated accounts. For security purposes, you are required to change your Password upon your initial login to E-Banker. You determine what Password you will use and the identity of your Password is not communicated to us. You agree that we are authorized to act on the instructions received under your Password. We undertake no obligation to monitor transactions through E-Banker to determine that they are made on behalf of the accountholder. You accept responsibility for the confidentiality and security of your E-Banker ID, Password, and other account data. For your security and convenience, your Password may be changed at anytime.

We encourage you to create a Password that is 8-25 characters and utilizes both alpha and numeric characters for purposes of security. Your Password should not be associated with any commonly known personal identification, such as social security numbers, addresses, dates of birth, or names of children, and should be memorized rather than written down. Anyone to whom you give your E-Banker Identification and Password or other means of access will have full access to your accounts. For this reason, you should not disclose your E-Banker ID or Password to other persons.

Upon three unsuccessful attempts to use your Password, your E-Banker account will be locked. You must contact us at info@fb247.com to have your account unlocked unless you have setup your own Personal Question/Answer fields to allow a Self Pin Reset.

SECURITY

You understand the importance of your role in preventing misuse of your accounts through E-Banker and you agree to promptly examine your paper or online statements for each of your First Bank & Trust Co.

accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number, social security number and E-Banker ID and Password. You understand that personal identification information alone, or together with information related to your account, may allow unauthorized access to your account. Your E-Banker ID and Password are intended to provide security against unauthorized entry and access to your accounts. Data transferred via E-Banker is encrypted in an effort to provide transmission security. Notwithstanding our efforts to ensure that E-Banker is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing E-Banker, or e-mail transmitted to and from us, will not be monitored or read by others.

FEES AND CHARGES

You agree to pay the fees and charges that may be imposed for your use of E-Banker services as set forth in the First Bank & Trust Co. [Fee Schedule](#) as amended from time to time. You agree that all such fees and charges will be deducted from your designated checking account on your E-Banker Application. If you close this Checking Account, you must contact us immediately to designate another account. You agree to pay any additional charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of E-Banker.

TRANSFERS

Through E-Banker you are allowed to make transfers between your various First Bank & Trust Co. accounts. You may also make your First Bank & Trust Co. loan payments. You must be an owner or have unrestricted right to withdrawal from, all accounts to or from which you request a transfer. E-Banker identifies transfers based upon the ID and Password of the user who made the electronic transfer. We undertake no obligation to monitor transactions through E-Banker to determine that they are made on behalf of the accountholder. We reserve the right to deny transfers between certain types of accounts under certain circumstances.

Transfers initiated through E-Banker before 6:00 PM (Central Standard Time) on a business day are posted to your account the same day. Transfers completed after that time on a business day, or made on a Saturday, Sunday or banking holidays will be posted on the next business day. Our business days are Monday through Friday, except for banking holidays. "Banking holidays" shall mean all federal banking holidays. 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.

LIMITS ON WITHDRAWALS

The number of transfers from accounts may be limited as described in the Depository Agreement or other Account Disclosures relating to your account(s). If any of your accounts are savings, money market or similar investment accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than 6 in a calendar month. Withdrawals covered by this limitation are ones made by means of pre-authorized transfer, automatic transfer, or payments arranged by telephone request. A total of only 3 of these types of withdrawals may be made by check, draft, debit card, or similar order payable to third parties. Each payment or transfer through E-Banker from a savings, money market, or similar investment account is counted as one of the six limited transfers permitted each statement period. If you exceed these limitations, you agree to the excessive withdrawal fees disclosed in Depository Agreement or other Account Disclosures as may be amended from time to time.

STOP PAYMENT REQUESTS

You may initiate stop payment requests via E-Banker only for paper checks you have written or initiated through E-Pay (Online Bill Payment Service) on your First Bank & Trust Co. accounts. You may not stop payment on any electronic payment initiated through First Bank & Trust Co.'s Bill Payment Service. Online stop payment requests are processed the business day following the date the stop payment request was made online. To be effective, this type of stop payment request must precisely identify the name of the payee, the check number, the amount and the date of the check.

You understand that the described check information must be complete and accurate in order to identify the check and stop payment. Stop payment requests must precisely identify the name of the payee, the check number, the amount, and the date of the check. You should review your previous statements and current transaction history to verify that the check you wish to stop has not been paid yet. First Bank & Trust Co. will not be responsible for stop payment orders placed on paid checks.

You agree to hold the Bank harmless for the amount of the check, and all costs, expenses, damages and attorney's fees incurred due to refusal to pay the check. You further agree not to hold the Bank liable for payment contrary to this request if payment is made through inadvertence or accident notwithstanding use of ordinary care. Stop payment requests must be received in time to provide the Bank a reasonable period of time following the execution of the stop payment order to implement necessary internal administrative procedures before the order becomes effective.

When you make your stop payment request online or by telephone, the order is effective and binding for only 14 days unless confirmed in writing within that period. You may use E-Banker's Stop Payment Confirmation form for this purpose. You should print and sign the form, and forward it to First Bank & Trust Co., P.O. Box 580, Duncan, OK 73534-0580. Your written stop payment request is effective for 6 months from the date of the stop request. You will incur stop payment charges as disclosed in First Bank & Trust Co.'s [Fee Schedule](#) as may be amended from time to time.

PERIODIC STATEMENTS

You will not receive a separate E-Banker statement. Transfers to and from your accounts using E-Banker will appear on the respective periodic paper or online statements for your First Bank and Trust Co.'s accounts.

CHANGE IN TERMS

We reserve the right to change the charges, fees or other terms of this Agreement at any time. If the change would result in increased fees for any E-Banker service, increased liability for unauthorized transactions, fewer types of available electronic funds transfers, or stricter limitations on the frequency or dollar amount of transfers, we will notify you at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or E-Banker. We will post any required notice of the change in terms on First Bank & Trust Co.'s Web site or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or E-Banker, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject E-Banker services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that any changes to fees are governed by the applicable Deposit Agreements, Account Disclosures, and Fee Schedule as amended from time to time.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFER & ERROR RESOLUTION

[Click here](#) to review the content of First Bank and Trust Co.'s Electronic Funds Transfer Agreement regarding your liability for unauthorized transfers and error resolution procedures.

OUR LIABILITY FOR FAILURE TO MAKE TRANSFER

[Click here](#) to review the content of First Bank and Trust Co.'s Electronic Funds Agreement regarding our liability for failure to make transfers.

E-PAY SERVICES

- Make one-time or recurring payments online to companies or individuals (Payees) you select.
- Payments made by paper check online will be deducted from your account when the check is presented for payment (payments must be made at least 10 business days prior to the due date excluding grace days and holidays)

- Choose to make payments electronic (if available in database) or by paper check.

E-PAY ACCESS

To add the E-Pay Service, you must have a qualified checking account with First Bank & Trust Co. that you designate on your enrollment or through E-Banker to be charged for service fees. Accounts that require two or more signatures to withdraw or transfer funds may not be used as an E-Pay account. Money Market Accounts have transaction limitations and should not be the designated account.

ONLINE BILL PAYMENT PROCESSING

Bill payments made through this service are processed in one of two ways:

Electronic Transmission - Payments made electronically are processed the same business day if the request is made before 12:00 Noon CST (excluding holidays and weekends) and require a lead time of five (5) business days.

Paper Check - Payments made by check are processed the same business day if the request is made before 12:00 Noon CST (excluding holidays and weekends) and require a lead-time of ten (10) business days.

E-PAY TERMS AND CONDITIONS

First Bank & Trust Co. hereby publishes the following terms and conditions for Customer's use of bill payment services through E-Banker. First Bank & Trust Co. reserves the right to modify these terms and conditions at any time, effective upon publication. Customer's use of bill payment service constitutes agreement to these terms and conditions and any modifications thereof.

- Customer agrees to provide correct payee name, address and account information and payment amount.
- Customer agrees to maintain sufficient funds in funding accounts.
- Customer agrees to pay the fees and charges for use of E-Pay as set forth in the current Fee Schedule.
- Customer agrees to schedule payments or add new payees no less than ten (10) business days prior to the scheduled payment due date (excluding holidays and weekends).
- Customer agrees to cancel use of E-Pay by notifying us at (580) 255-1810 or in writing by fax (580) 255-3329 or mail First Bank & Trust Co., PO Box 580, Duncan, OK 73534-0580.
- Customer agrees that First Bank & Trust Co. is not liable for pending payments upon notice of cancellation of the service.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the E-Banker service provided to you under this Agreement. We do not and cannot warrant that E-Banker will operate without errors, or that any or all of E-Banker services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents, contractors or service providers shall not be liable for any loss, property damage, indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to E-Banker, whether caused by the equipment, software, the Bank, Internet browsers providers, Internet access providers, or by an agent or subcontractor of any of the foregoing, nor shall we or the service providers be responsible for any direct, indirect, special, consequential, economic or other damages arising in any way out of the installation, use, or maintenance of the equipment, software, Internet browser, or E-Banker services.

CANCELLATION OF SERVICES

You may cancel your E-Banker service at any time by providing us with written notice by postal mail, e-mail or fax. Your access to E-Banker will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation. Please direct your written notice to:

First Bank & Trust Co.
Attn: E-Banker
P.O. Box 580
Duncan, OK 73534-0580

or fax us at (580) 255-3329; or e-mail us at info@fb247.com. However, electronic mail transmissions are not secure. **We request that you do not send us or ask for sensitive information via any e-mail system.**

If you cancel E-Banker services, your scheduled payments and transfers will be automatically deleted. For this reason, if you cancel E-Banker, you should make other payment or transfer arrangements.

First Bank & Trust Co. reserves the right to terminate your E-Banker Services, in whole or in part, at any time for any reason.

COMMUNICATIONS BETWEEN FIRST BANK & TRUST CO AND YOU

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- E-mail: You can contact us by e-mail at info@fb247.com. **However, electronic mail transmissions are not secure. We request that you do not send us or ask for sensitive information via any e-mail system. (Please note, transactions through E-Banker are not made via e-mail).**
- Telephone: You can contact us by phone at (580)255-1810 or (877)976-2265
- Facsimile: You can contact us by fax at (580)255-3329, Attn: E-Banker.
- Postal Mail: You can write us at:

First Bank & Trust Co.
Attn: E-Banker
P.O. Box 580
Duncan, OK 73534-0580

CONSENT TO ELECTRONIC DELIVERY OF NOTICES

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future notices required by law, may be made electronically by posting the notice on the E-Banker Web site or by e-mail. You agree to notify us immediately of any change in your e-mail address.

NEW SERVICES

First Bank & Trust Co. may, from time to time, introduce new Internet Banking Services and/or enhancements to the current service. We shall update this E-Banker Agreement and notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the terms contained in the revised E-Banker Agreement. *You must be a current First Bank & Trust Co. customer to apply.* By clicking on [Enroll Now for E-Banker](#) you are indicating you have read, understand and accept the terms and conditions outlined above in the E-Banker Agreement.