



## Electronic Banking Agreement

This Agreement and Disclosure (the 'Agreement') contains terms and conditions governing the First Community Bank and Trust's First eBanc/First eBiz Lite/First eBiz/ First eBiz Plus/First eMobile (Electronic Banking Services). You understand that by using one of these Services, you agree to the terms and conditions applicable to that Service which are set forth in the following pages.

When using the Services in connection with accounts established primarily for personal, family, or household purposes ("consumer" or "personal" accounts), Sections I, II, III, and V (but not IV) apply, except where noted otherwise. When using the Services in connection with accounts established primarily for business purposes, Sections I, II, IV, and V (but not III) apply, except where noted otherwise.

### I. General Information

#### A. Meaning Of Terms

As used in this Agreement, the following words have the meanings given below.

- 'You' and 'your(s)' refer to each person (including any business) who applies to use the First Community Bank and Trust Electronic Banking Services, and each person who uses one of these Services with the permission of an applicant.
- 'Business' means any corporation, partnership, Limited Liability Company, sole proprietorship or any other type of entity maintaining a deposit account for commercial purposes.
- 'We', 'us', 'I', 'our(s)', 'First Community Bank and Trust' or 'Bank' refers to First Community Bank and Trust where your accounts are located which are accessed by the Service.
- 'Deposit Account' means a First Community Bank and Trust checking, savings, or money market account owned by a consumer, or a business checking account owned by a business.
- 'Electronic Banking Services' means an electronic banking software program licensed from First Community Bank and Trust, including any future upgrades. The program has been customized by First Community Bank and Trust to permit the account and transaction information downloading functions referred to in this document.
- 'Service' means the First Community Bank and Trust First eBanc or First eBiz service for which you have applied.
- 'Computing Device' refers to any personal or business computer, mobile phone or other technology used to access the Services described herein.
- 'User's Guide' means the First Community Bank and Trust user's manual(s) or "how to" guide(s) that provide detailed information and instructions on how to use the Services.
- 'Business Day' means Monday, Tuesday, Wednesday, Thursday, and Friday. Saturdays, Sundays and banking holidays are not included.

#### B. General Description of Services

##### 1. First eBanc, First eBiz Lite, First eBiz, First eBiz Plus, First eMobile

As is described more fully in the following pages, the First Community Bank and Trust Electronic Banking Services permit you, through the use of your computing device and special software, to:

1. access your designated First Community Bank and Trust deposit account(s) and loan account(s) to obtain balance and transaction information,
2. transfer funds between your First Community Bank and Trust deposit and loan accounts,
3. download First Community Bank and Trust deposit and loan account information directly to your computing device and
4. send electronic mail messages to the Bank and receive electronic mail from the Bank.

## **2. First ePay Bill Payment Service**

Through First eBanc, First eBiz Lite, First eBiz, First eBiz Plus, First ePay Bill Payment Service allows you to use your computing device to direct payments to third parties, such as merchants you want to pay, from the checking account you designate as your "primary" account for this Service.

Through First eBanc and First ePay Bill Payment Service, Popmoney allows you to use your computing device to direct payments to third parties, from the checking account you designate as your "primary" account for this Service. Popmoney may only be used for person to person payments.

## **C. Registration; Authorization To Charge Accounts; Account Access**

Each person or business who wishes to use one of the Services must register for the Service in his or her own name or in the name of the business, and must select a password to access their accounts.

You may use the First Community Bank and Trust Electronic Banking Services to access deposit accounts at First Community Bank and Trust which you own (either individually or jointly with others or in the name of a business) and from which you have an unrestricted right to withdraw funds. The Bank reserves the right to limit the types of accounts that may be accessed.

You are responsible for all transfers you or your authorized representative makes using the Services. You authorize us to debit your designated account(s) for any transactions accomplished through the use of the Service. You agree that transfer instructions may be entered by any one person who is authorized to conduct such transactions, notwithstanding any provision contained in other documentation governing the account purporting to require more than one signature on items withdrawing funds from the account.

If you permit another person to use the Service or give them your access code and/or password, you are responsible for payments, transfers, or advances that person makes from the deposit and credit accounts linked to your Service registration even if that person exceeds your authorization.

## **D. User's Guide and Related Agreements**

Before you use any First Community Bank and Trust Electronic Banking Services, you should read this Agreement, which describes the Services in greater detail.

Your First Community Bank and Trust deposit accounts accessed by the Service continue to be governed by the following First Community Bank and Trust documents, as they are amended from time to time:

1. Deposit Agreement and Disclosures,
2. the applicable Personal or Business Schedule of Fees, and
3. the applicable Miscellaneous Fees for Personal or Business Accounts.

If any inconsistency exists between such other documentation and this Agreement, then this Agreement shall control to the extent of the inconsistency.

## **E. Computing Device Requirements and Software**

To use the Electronic Banking Services, you must use Microsoft Windows or Mac OSX. You must have an Internet connection, use a compatible Internet browser and use a compatible Operating System. Please contact us for the current list of compatible browsers and operating systems.

Online help and documentation is available within the Electronic Banking Services site. Installation, maintenance, and operation of your computing device and its software are your responsibility. First Community Bank and Trust is not responsible for any errors or failures from any malfunction of your computing device or its software, and is not responsible for any virus or related problems that may be associated with your use of the First Community Bank and Trust Electronic Banking Services.

## **F. Unavailable, Delayed or Inaccurate Account Information**

The Bank strives to provide complete, accurate and timely account information through the First Community Bank and Trust Electronic Banking Services and via telephone. However, unless otherwise required by law, we will not be liable to you if any such information is unavailable, delayed, or inaccurate. With respect to electronic funds transfer problems; such as unauthorized transfers or the Bank's failure to properly complete authorized transfers, the extent of our liability is described elsewhere in this Agreement.

## **G. Disclosure of Account Information**

We may disclose information to third parties about your account or the payments or transfers you make:

- When necessary for verifying or completing payments or transfers, or to resolve a problem related to a payment or transfer;
- To verify the existence and status of your account or a third party such as a credit bureau or merchant;
- To comply with government agency or court orders;
- If you give us your written permission (including e-mail).

## **II. Detailed Description of Services**

Unless otherwise indicated, information in this section applies to all the First Community Bank and Trust Electronic Banking Services.

### **A. Service Availability**

You may use the Service almost any time, day or night, seven days a week, by signing on to the Service and entering your access code and password. The Service will be temporarily unavailable from time to time for scheduled maintenance. Scheduled maintenance times will be posted on our website. There may also be unscheduled down time, but we will work to minimize such interruptions in service.

### **B. Online Banking Functions Available**

Through the First Community Bank and Trust First eBanc Service, you can:

1. Access your designated First Community Bank and Trust accounts to obtain information. There is no limit to the number of First Community Bank and Trust deposit or loan accounts that you can access through the First Community Bank and Trust First eBanc Service to obtain balance and transaction information. The First Community Bank and Trust First eBanc Service allows you to review transaction information during the current month and the previous month.
2. Download information from your First Community Bank and Trust deposit and loan accounts directly to your computing device, following the directions set forth in the online documentation.
3. Send electronic mail messages to the Bank and receive electronic mail from the Bank (see Paragraph K below).
4. Download account statements and or notices.
5. Transfer funds to and from your designated First Community Bank and Trust deposit and loan accounts that are related through the same registration.

Through the First Community Bank and Trust First eBiz Lite, First eBiz and First eBiz Plus Services, you can:

1. Access your designated First Community Bank and Trust accounts to obtain information. There is no limit to the number of First Community Bank and Trust deposit or loan accounts that you can access through the First Community Bank and Trust First eBiz Service to obtain balance and transaction information. The First Community Bank and Trust First eBiz Service allows you to review transaction information during the current month and the previous month (a maximum period of 60 days). First eBiz Lite has a maximum of two accounts that may be

accessed.

2. Download information from your First Community Bank and Trust deposit and loan accounts directly to your computing device, following the directions set forth in the User's Guide.
3. Send electronic mail messages to the Bank and receive electronic mail from the Bank (see Paragraph K below).
4. Download account statements and or notices.
5. Transfer funds to and from your designated First Community Bank and Trust deposit and loan accounts that are related through the same registration.
6. Issue stop payments on checks drawn on your accounts.
7. Originate direct deposit payroll. (Not available on First eBiz Lite)
8. Originate electronic federal tax payments (EFTPS). (Not available on First eBiz Lite)

### **C. Mobile Banking Functions Available**

Through First Community Bank and Trust First eMobile Service, you can:

1. Access your designated First Community Bank and Trust accounts to obtain information. There is no limit to the number of First Community Bank and Trust deposit or loan accounts that you can access through the First Community Bank and Trust First eMobile Service to obtain balance and transaction information. The First Community Bank and Trust First eMobile Service allows you to review transaction information during the current month.
2. Transfer funds to and from your designated First Community Bank and Trust deposit and loan accounts that are related through the same registration.

### **D. Limits on Transactions**

There is a maximum dollar limit on any payment or transfer equal to the available balance in your deposit account. Line of credit transfers are limited to the available balance on the credit line.

### **E. Options for Scheduling Transfers**

You can generally enter a transfer through the Service 24 hours a day, seven days a week (see 'Service Availability' section above). You may schedule transfers to be initiated on the date that we receive the information you send us, subject to the following qualification. If the session during which you schedule a payment or transfer ends by 5:00 p.m. Central Time on one of our business days, the transfer will be considered to have been received on that day. Otherwise, it will be considered received on the following business day. For all entries made using the Service, the time is recorded on the Bank's computer controls.

First Community Bank and Trust Electronic Banking Service customers may also schedule transfers to be initiated in the future. Those transfers can recur at regular intervals (a 'fixed' transaction). A 'variable' transaction is any transfer other than a 'fixed' transaction, i.e., one that you have not scheduled to recur at fixed intervals.

If the scheduled date of any transfer falls on a day other than one of our business days, we will not initiate the payment or transfer or deduct the amount from your account until the next business day.

If you schedule a payment or transfer as a 'fixed' transaction that is to recur on the 28th, 29th, 30th, or 31st day of the month, our computers will initiate the transaction on the last day of each month, regardless of the number of days in the month. For example, the transaction would be initiated on January 31, the last day of February, March 31, April 30 and so forth.

### **F. Transfers between Accounts and Availability of Transfers**

Consumer customers may designate First Community Bank and Trust personal checking, savings or money market accounts, personal home equity loans, and sole proprietor Commercial Plus Checking accounts, between which you can transfer funds electronically using the Services. Business customers (other than sole proprietors with accounts related to their personal registration) currently may transfer funds only between accounts held by the same owner. You must be an owner of and have the unrestricted right of withdrawal from all accounts to or from which you request a transfer. We

reserve the right to deny transfers between certain types of accounts under certain circumstances.

Transfers are not available from credit accounts directly to deposit accounts, or vice versa, except if:

1. the bank allows such transfers from your specific credit account to take place; or
2. if you are a First Community Bank and Trust First eBanc customer with a First Community CLUB® Checking account and have established a savings account relationship with your First Community CLUB® Checking account for automatic overdraft protection, a transfer from your checking account which would create an overdraft will result in an advance under your overdraft protection savings account up to the available balance therein, in increments established in the agreement governing such lines of credit.

In order to make a 'fixed' (recurring) or 'variable' transfer, funds must be available in the account from which you want to make the transfer on the date the transfer is scheduled to take place. If the scheduled date falls on a Saturday, Sunday, or holiday, the transfer will be initiated on the following business day (e.g., Monday) and funds must be available on that date.

Transfers that are sent to us through your computing device before 5:00 p.m. central time will be available in the First Community Bank and Trust account to which the funds are transferred for payment of items presented through the collection process that day.

### **G. Restrictions and Fees on Transfers from Money Market Accounts or Savings Accounts**

Under Federal Reserve Board Regulation D, you may make an unlimited number of deposits or transfers into a money market account or savings account; however, you may make no more than six transfers or withdrawals out of such an account per monthly statement cycle (not counting transactions made at ATMs or at banking centers). Transfers made by telephone, computing device or funds automatically transferred from a money market account or savings account to another deposit account for overdraft protection are counted toward the six total permitted monthly transfers or withdrawals. If your transactions exceed the legal limit, we will charge you a fee for each such transaction in excess of the legal limit. If you exceed the restrictions more than three times during a 12-month period, we will close the money market account or savings account and transfer the funds to a checking account.

### **H. Bill Payments; Availability; Allowing Sufficient Time**

All payments to third parties will be deducted from the account that you designate as your 'primary' checking account for the Service. There can only be one primary account with bill payment capability per registration. Sole proprietors who elect to relate their business account(s) with their personal registration must choose a personal account as primary.

Any obligations that you wish to pay through the Service must be payable in US dollars to a payee located in the United States. Each payee must appear on the payee list you create with us. We reserve the right to restrict categories of payees to whom payments may be made using the Service from time to time.

Funds must be available in your primary checking account on the scheduled date. If the date you schedule a payment to be initiated falls on a non-business day, funds must be available in, and will be deducted from, your primary checking account on the following business day. After funds are withdrawn from your primary checking account, the payment will be made by transferring funds electronically to the payee, or by mailing to the payee a check drawn on a payment account maintained for that purpose. In most cases, the remittance of funds to the payee will occur on the next business day after the funds are deducted from your account.

For all payments, you agree to allow at least six (6) business days between the business date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice provided in your agreement with the payee, not taking into account any applicable grace period).

You must allow sufficient time for the payee to receive the payment and process it before the payment due date. If you do not, you will be fully responsible for all late fees, finance charges or other action taken by the payee. If you properly schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, the Bank will work with the payee on your behalf to attempt to have any such action reversed.

The Bank is responsible only for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. The Bank is not liable in any way for damages you incur for failure to have sufficient funds in your account to make the payment on the processing date, for delays in mail delivery, for changes in the merchant's address or account number unless you have advised us of the change sufficiently in advance, for the failure of any merchant to correctly account for or credit the payment in a timely manner, or for any other circumstances beyond the control of the Bank.

#### **I. Insufficient Funds**

If your checking account does not have sufficient funds to issue a payment as of the date the payment is scheduled to be deducted, you will be charged a fee, and no further attempt will be made by the Bank to issue the payment. (The amount of the fee is set forth in our separate Fee Schedule). The Bank is under no obligation to notify you if it does not complete a payment because there are insufficient funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the payment, or for rescheduling the payment through the Service.

In the case of fixed (recurring) payments, only the payment currently scheduled will be missed. Fixed payments scheduled for future dates will not be affected, as long as your account has sufficient funds at such times.

#### **J. Canceling or Changing Your Transfers**

The best way to cancel or change a transfer is to use the Service on which you entered the transaction (but not including e-mail). Transfers may not be changed or canceled using the Service after 5:00 p.m. central time on the business day the transaction is scheduled to be initiated.

If you do not use the Service to cancel or change a transfer, or if you send the Bank an e-mail message to change or cancel a transfer rather than to directly enter the transaction using the Service, we must receive your request at least three business days before the date the transfer is scheduled to be initiated. You may call one of our representatives at First Community Bank and Trust 1-708-946-2246 or you can write to: First Community Bank and Trust, P.O. Box 457, Beecher, IL 60401-0457. If you call, we will require that you send us a written confirmation of your request within 14 days after your call. If we do not receive such a request to cancel a transfer at least three business days before it is to be initiated, the Bank will not be liable for any losses or damages incurred by you if the transfer was not canceled or changed.

#### **K. Documentation and Verification of Transfers**

For the First Community Bank and Trust Electronic Banking Services, transactions that were successfully received by the Bank will appear in the transfer log in the Software. Information regarding electronic banking transactions will also be shown on your printed monthly statement for the account to or from which the transfers are made.

#### **L. Address and Telephone Number for Notification of Unauthorized Use, Transfer Problems, Etc**

If you believe your password has become known by an unauthorized person, or that someone has transferred money without your permission, you may call First Community Bank and Trust at: 1-708-946-2246, or write to: First Community Bank and Trust, P.O. Box 457, Beecher, IL 60401-0457. If you suggest that an unauthorized transfer may have occurred, we may require you to sign an affidavit.

Also contact us with any other questions or problems that you may have regarding the Services, including:

- (1) you have a problem with a transfer you authorized, or your statement reflects a transfer you think is in error.
- (2) you need to request a stop payment or obtain documentation concerning a transfer previously issued from your account. (There may be a fee for these requests. Refer to separate Fee Schedule). Our representatives are available to assist you Monday through Friday from 8 a.m. to 6 p.m. central time, and Saturday from 8 a.m. to 12 p.m. central time.

#### **M. Other Questions or Problems**

If you have an inquiry regarding the Software, such as installation, printing, or any other software related function (e.g.,

setting up an account, transferring money, reconciling an account, or generating a report), you should call First Community Bank and Trust, at 1-708-946-2246.

If you have a question involving general information about your deposit account, such as balance information, transactions other than those conducted through the Service, interest earned, stop payments on paper checks, or if you believe an error other than an electronic funds transfer problem has occurred concerning a deposit account, you can call First Community Bank and Trust Customer Service at 1-708-946-2246 or 1-708-258-0530. You can also refer to your monthly deposit account statement for instructions regarding how to have us resolve your question.

#### **N. Electronic Mail**

If you send the Bank an electronic mail message using the First Community Bank and Trust First eBanc or First eBiz Service, the Bank will receive it on the following business day. You agree that we may take a reasonable time to act on any email.

You should not rely on electronic mail if you need to communicate with the Bank immediately - for example, if you need to report an unauthorized transaction from one of your accounts, or if you need to stop or change a payment or transfer that is scheduled to occur.

The Bank strongly recommends that you not use electronic mail to notify us of any stop payment requests you wish to make on paper checks. To ensure the most expeditious handling, stop payment requests on checks should be made by issuing a Stop Payment Request in First eBiz or by calling the Bank if you are a First eBanc user. The bank also strongly recommends that no fund transfer requests be made by email. You agree that the Bank may respond to you by electronic mail with regard to any matter related to the First Community Bank and Trust Electronic Banking Services, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by the Bank shall be considered as if it were sent by U.S. Mail, postage prepaid, and shall be considered received within three days of the date sent by the Bank, regardless of whether you sign on to the Service within that time frame.

#### **O. Inactivity or Termination**

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using electronic banking services. We can terminate your electronic banking privileges under this Agreement without notice to you if you do not pay any required fee when due, if you do not comply with this Agreement or the agreements governing your deposit accounts or your deposit account is not maintained in good standing. If you are not paying a monthly service charge for the Service, we may convert your Service to dormant status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 180-day period. If your account is considered dormant, you must contact us to have the Service reactivated before you will be able to schedule any transaction through the Service. (You may call to reactivate your Service at the telephone number for the First Community Bank and Trust 1-708-946-2246 or 1-708-258-0530) If you are not paying a monthly service charge for the Service, after 180 consecutive days of inactivity, your Service may be terminated without further notice.

#### **P. Change in Terms**

We will mail or deliver a written notice to you at least 30 days before the effective date of any change in a term or condition disclosed in this Agreement, if the change would result in increased fees or charges, increased liabilities for you, fewer types of available electronic fund transfers or stricter limitations on the frequency or dollar amounts of transfers, unless prior notice is excused by law. As a First Community Bank and Trust Electronic Banking Services customer, we may send any such notice to you only via electronic mail, and you will be deemed to have received it three days after it is sent.

#### **Q. Entire Agreement**

This Agreement, as it may be amended from time to time, together with any other documentation incorporated herein by reference, contains the entire understanding between you and First Community Bank and Trust concerning the Services and supersedes any verbal conversations, other communications, and previous agreements, if any.

### **III. Additional Provisions Applicable Only to Consumer Accounts**

When you use the Services in connection with consumer (personal) accounts, the information in this section applies to you.

#### **A. Your Liability for Unauthorized Use**

You will tell us immediately if you believe your password has become known to an unauthorized person or if an unauthorized transaction has occurred involving your account. Telephoning is the best way of keeping your possible losses to a minimum.

If you tell us within two business days after you learn that your password may have become known by an unauthorized person, you can lose no more than \$50.00 if an unauthorized person uses your password without your permission to initiate a transaction. If you do NOT tell us within two business days, and we can prove that we could have stopped someone from using your password without your permission if you had told us, you could be liable for as much as \$500.00.

Also, if your statement shows electronic funds transfers that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not recover any money you lose 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 may extend the time periods.

#### **B. Bank's Liability for Failure to Make Payments/Transfers**

If we do not send a payment or make a transfer on time, or in the correct amount according to your instructions given in accordance with this Agreement, we will be liable for your approximately caused damages. However, there are some exceptions. We will not be liable, for instance, if:

1. Through no fault of ours, your account does not contain enough money to make the payment or transfer.
2. You have not properly followed the scheduling instructions on how to make a payment or transfer contained in this Agreement or the User's Guide.
3. Your computing device, the Software, phone lines, or the bank's computer systems were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the payment or transfer.
4. Circumstances beyond our control prevented the payment or transfer, despite reasonable precautions that we have taken. Such circumstances include, but are not limited to, telecommunication outages, power outages, postal strikes, fires, floods and other natural disasters.
5. We have placed a "hold" on funds in your account or remitted funds to another party with your knowledge, pursuant to reasonable business procedures, or in compliance with legal process such as garnishment, tax levy, court order, etc.
6. We have received incomplete or inaccurate information from you or a third party involving the account, payment or transfer.
7. We have a reasonable basis for believing that unauthorized use of your password or account has occurred or may be occurring.
8. The payee does not process a payment or transfer promptly or correctly.
9. You or we have terminated this Agreement or closed the account.
10. There may be other exceptions stated in our agreements with you.

#### **C. Errors or Questions**

In case of errors or questions about your electronic transfers or bill payments, call First Community Bank and Trust immediately at 1-708-946-2246 or 1-708-258-0530, or write to: First Community Bank and Trust, P.O. Box 457, Beecher, IL 60401-0457.

If you think your statement is wrong or if you need more information about a payment or transfer listed on the statement, contact us as soon as possible. We must hear from you no later than 60 days after we sent the FIRST statement on which

the problem or error appeared, and you must:

1. tell us your name and account number,
2. describe the error or payment/transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need information,
3. tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint or question in writing within ten business days; we may require you to provide your complaint in the form of an affidavit.

We will tell you the results of our investigation within ten business days (20 business days if you initiated the transaction from outside the United States) and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if you initiated the transaction from outside the United States) to investigate your complaint or question. If we decide to do this, we will provisionally recredit your account within ten business days (20 business days if you initiated the transaction from outside the United States) for the amount you think is in error, so that you will have the use of your 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 ten days, we may not provisionally recredit your account.

If we determine that there is no error, we will send you an explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

As a First Community Bank and Trust Electronic Banking Services user, you agree that the Bank may respond to you by electronic mail with regard to any claim of error or unauthorized electronic funds transfer or any question related to the Service. You will be deemed to have received any such electronic mail within the time frame stated in Section II, Paragraph N above.

## **IV. Additional Provisions Applicable Only to Business Accounts**

When you use the Services in connection with business accounts, the information in this Section IV applies to you.

### **A. Enrollment Form and Certification of Authority**

Before using the Services, you must execute and deliver to us a First eBiz Lite, First eBiz, or First eBiz Plus Enrollment Form, which includes a Certification of Authority. This enrollment form is incorporated by reference as part of this Agreement.

### **B. Protecting Your PIN and One-Time Password Token**

You agree that we may send confidential mailings to the current address shown in our records for the primary checking account, whether or not that address includes a designation for delivery to the attention of any particular individual; and you further agree that First Community Bank and Trust will not be responsible or liable to you in any way in the event that such properly addressed information is intercepted by an unauthorized person, either in transit or at your place of business.

You agree to:

1. keep your PIN and Token secure and strictly confidential, providing them only to authorized signers on your account(s) or other trusted employees, agents, etc. who you want to act as your representative to access your account(s);
2. instruct each person to whom you give your PIN and Token that he or she is not to disclose them to any unauthorized person; and
3. immediately notify us and select a new PIN if you believe your PIN may have become known to an unauthorized person.

The Bank shall have no liability to you for any unauthorized payment or transfer made using your Token that occurs before

you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. We reserve the right to suspend or cancel your Token, even without receiving such notice from you, if we suspect they are being used in an unauthorized or fraudulent manner.

### **C. Your Obligation to Examine Records and Report Discrepancies**

The Bank provides no separate written confirmation of individual transfers. Confirmation is provided through online information available from the Service and through your periodic mailed account statements. You agree to examine your statements promptly and to notify us immediately of any discrepancy between the statement and your other account records. You also agree to notify us immediately of any discrepancy you may find in reviewing online information. In no event shall the Bank be liable for interest compensation as described below, unless we are notified of a discrepancy within 30 days from the date of your first statement reflecting the discrepancy.

### **D. Acknowledgment of Commercially Reasonable Security Procedures**

By using the Service, you acknowledge and agree that this Agreement and the User's Guide set forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by any instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we have had a reasonable opportunity to act on such notice).

### **E. Limitation of Bank's Liability**

If we fail or delay in making a payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount which is less than the amount per your instructions, unless otherwise required by law our liability shall be limited to interest on the amount which we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event shall we be liable to both parties, and our payment to either party shall fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount which exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law our liability shall be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the Bank is headquartered for each day interest is due, computed on the basis of a 365-day year.

Unless otherwise required by law, in no event will the Bank be liable to you for special, indirect or consequential damages including, without limitation, lost profits or attorneys' fees, even if we are advised in advance of the possibility of such damages.

### **V. Schedule of Fees for the First Community Bank and Trust Electronic Banking Services**

We may charge you a monthly service fee for use of the Service. The cost of the First Community Bank and Trust Electronic Banking Services software, and the amount of the monthly service fee is set forth in the schedule of fees.

If you exceed the number of permitted transfers or withdrawals from a money market account (see Section II, Paragraph F above), if you do not have sufficient funds in your account when we attempt to process a transfer, or if you ask us to stop a payment (see Section II, Paragraph G), other fees apply. For Business customers who pay per item charges for debits and credits in excess of a certain number each month (as described in the information you received with your account), transactions conducted through the Services are counted towards the monthly total.

All fees related to the First Community Bank and Trust Electronic Banking Services will be automatically deducted from the 'primary' checking account registered for the Service. If you do not have sufficient funds in your account on the date the fee or charge is payable, your account may become overdrawn and any additional charges which apply to an overdrawn

account may apply. We will continue to charge your account for the monthly service fee on either the last day of each month or the date that your statement cycles until the Service is discontinued. At our option, with or without notice to you, we may for promotional or other reasons waive any normal fee on one or more occasions, and you agree that such instances shall not create any expectations on your part of future waivers.

There is only one monthly fee due if the primary account is a joint personal account, unless a joint account holder also establishes a second registration and primary account from which bills are to be paid. In that case, the second account will be separately charged any applicable fees.

### **Schedule of Fees**

The Fee Schedule is given at the time of account opening or contact us for one at (708) 946-2246 or (708) 258-0530.

Revised 6/10/2014