

First Mobile Banking and First Alert Messenger Addendum to First Bank Internet Banking Agreement

1. Acceptance of Addendum

- a. Accepting this addendum. By completing the Mobile Banking set up and Alert templates within First Bank's online banking service, you agree to the terms and conditions of this Addendum. First Mobile Banking and First Alert Messenger services shall further be described as "Mobile Banking" throughout this Addendum and all disclosures shall apply to both services. Additionally, by using the services, you also agree to be bound by this Addendum.
- b. Description of Services. Mobile Banking is a personal financial information management service that allows you to access your First Bank account information, transfer funds between accounts, make loan payments and receive message alerts. Once you have enrolled for the Services through our online banking service, designated accounts linked to your Access ID will be accessible through your mobile phone. We reserve the right to modify the scope of the Services at any time.
- c. Use of Services. In order to properly use Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. You also accept responsibility for making sure that you know how to properly use your Wireless Device. We will not be liable to you for any losses caused by your failure to properly use the Services or your Wireless Device.
- d. Relationship to Other Agreements. You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider (i.e., AT&T, Alltel, etc.), and that this Addendum does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions that might impact your use of Mobile Banking (such as text messaging charges or air time), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

2. Your Obligations.

- a. Account Ownership/Accurate Information. You represent you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You represent that you are an authorized user of the Wireless Device you will use to access Mobile Banking.
- b. User Security. You agree not to give or make available your Mobile Banking access code, PIN, or other means to access your account to any unauthorized individuals. If you permit other persons to use your Wireless Device and PIN or other means to access Mobile Banking, you are responsible for any transactions they authorize. If you believe that your PIN, Wireless Device or other means to access your account has been lost or stolen or that someone may attempt to use Mobile Banking without your consent, or has transferred money without your permission, you must notify us promptly by calling 580-336-5562.
- c. User Conduct. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited, the use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to our computer systems or others.
- d. No Commercial Use or Re-Sale. You agree that the Services are only for the personal or business use of individuals authorized to access your First Bank account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

- e. **Proprietary Rights.** You are permitted to use content delivered to you through Mobile Banking on Mobile Banking. You may not copy, reproduce, distribute or create derivative works form this content.
- f. **Indemnification.** Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless us and our affiliates and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of Mobile Banking, your violation of Addendum or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone. You agree that we and our service providers may send you, by text message service, email, and other methods, communications relating to Mobile Banking or First Alert Messenger, including without limitation welcome messages, information and requests for information relating to the use of these Services.

3. Charges for this Service.

You agree to pay for Mobile Banking and First Alert Messenger in accordance with our fee schedule, as amended by us from time to time. You authorize us to automatically charge your account for all such fees incurred in connection with Mobile Banking and First Alert Messenger. We may add to or enhance the features of Mobile Banking or First Alert Messenger from time to time. By using such added or enhanced features, you agree to pay for them in accordance with the fee schedule.

4. Additional Provisions.

- a. The availability, timeliness and proper functioning of Mobile Banking depends on many factors, including your Wireless Device location, wireless network availability and signal strength, and proper functioning and configuration of hardware, software and your Wireless Device. Neither we nor any of our service providers warrants that the Services will meet your requirements, operate without interruption or be error-free, and neither we nor our service providers shall be liable for any loss or damage caused by any unavailability or improper functioning of Mobile Banking or First Alert Messenger Service, or for any action or inaction taken in reliance thereon, for any reason, including service interruptions, inaccuracies, delays, loss of data, fees charged by an action that could have been avoided had a message alert arrived timely, or loss of personalized settings.
- b. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network which you utilize to access Mobile Banking.
- c. The Services are provided "as is" without warranty of any kind, express or implied, including, but not limited to, warranties of performance or merchantability or fitness for a particular purpose or non-infringement or any other warranty as to performance, accuracy or completeness.
- d. Neither we nor our service providers are liable for failures to perform our obligations under this Addendum resulting from fire, earthquake, flood or any failure or delay of any transportation, power, computer or communications system or any other or similar cause beyond our control.
- e. You may cancel your participation in Mobile Banking at any time through your secure internet banking log in under the "My Settings" tab by deleting the Mobile Banking information. You may cancel your participation in First Alert Messenger at any time through your secure internet banking log in from the default page under Messages. We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason, including, but not limited to, your non-use or misuse or the Services. You agree that we will not be liable to you or any third party for any change or cancellation of Mobile Banking or First Alert Messenger.
- f. You agree that our service providers may rely upon your agreements and representations in Sections 2, 3 and 4 of this Addendum, and such service providers are, for the purposes of these sections, intended third party beneficiaries to this Addendum, with the power to enforce these provisions against you, as applicable.

First Mobile Banking and First Alert Messenger is currently provided at no charge to active account holders. Terms and Conditions are linked to our website www.bankfbt.com. Your wireless carrier may assess you fees for data services. Please consult your wireless plan or provider for details.

Updated May 5, 2009