



## **INTERNET BANKING, MOBILE BANKING, AND BILL PAYMENT AGREEMENT**

The first time you access your account through Internet Banking, you agree to be bound by the terms and conditions of the Internet Banking Agreement (“Agreement”) and acknowledge its receipt and your understanding of its terms.

### **Introduction**

Through Internet Banking, you can manage accounts to which you are authorized from your home or office on a personal computer. Internet Banking can be used to conduct any of the following “On-line Financial Services”.

- Obtain balances and transaction histories on all accounts to which you’re authorized (All account balances and transaction histories reflect activity through the bank update from memo posting);
- Transfer money between those accounts (The number of transfers you can make from an account is limited as described in the applicable account agreement. In addition, if a hold is placed on any funds deposited in an eligible account you may not transfer the portion of the funds being held until the hold expires).

You are responsible for the installation, maintenance, and operation of your Computer, browser and software. FNB is not responsible for any errors or failures from any malfunction of your Computer, the browser or the software. FNB is also not responsible for any Computer virus or related problems that may be associated with the use of an online system.

### **The Service**

Access to Internet Banking will not be effective until all information on the signed Internet Banking Enrollment form has been verified and approved by FNB.

To use Internet Banking, you must have at least one FNB personal account and an Internet Banking Password. Through Internet Banking, you will have access to any of your FNB share accounts or loan accounts. FNB reserves the right to deny access to a deposit account or loan account or to deny transactions under certain circumstances.

You authorize FNB to act on instructions received through Internet Banking under your password and without inquiring into the identity of the person using that password. However, do not, under any circumstances, disclose your password by telephone or to anyone claiming to represent FNB; The Bank’s employees do not need and should not ask for your password. You are liable for all transactions made or authorized using your password. FNB has no responsibility for establishing the identity of any person using your password. If, despite FNB's advice, you give your password to anyone, you do so at your own risk since anyone to whom you give your Internet Banking password or other means of access will have full access to your accounts even if you attempt to

limit that person's authority. You must notify FNB that your password has been lost, stolen or otherwise compromised and should not be honored and must be disabled. FNB cannot be responsible for customer errors or negligent use of the Internet Banking Services and will not cover losses due to:

- Input error or misuse of the Internet Banking Services.
- Leaving a computer unattended during an Online banking session--click "Sign Off" to end your session.
- Failure to report known incidents of unauthorized account access within 2 business days of the account access.

## Data Recording

When you access Internet Banking to conduct transactions, the information you enter may be recorded. By using Internet Banking, you consent to such a recording.

## First National Bank Internet Banking and Bill Payment Help

FNB's Internet Banking and Bill Payment Help document details how to operate the FNB Internet Banking and Bill Payment System. As part of this agreement you agree to become familiar with the information contained in the FNB Internet Banking and Bill payment Help document prior to using the FNB Internet Banking and Bill Payment service. FNB Internet Banking and Bill Payment Help document may be reviewed online and may also be accessed during your Internet Banking session by clicking the Help button. All information contained in the FNB Internet Banking and Bill Payment Help document and any updates to it are part of this Agreement.

## Services

FNB Internet Banking and Bill Payment allow FNB customers to access information for and initiate transactions from their FNB accounts. Such services include but are not limited to the following:

1. View account information for checking, savings, certificate of deposit, IRA's, Club Accounts and loan accounts. (\*These features are limited to the extent, and subject to the terms, noted below.
2. Transfer funds between linked FNB accounts.
3. Schedule payments to non-FNB payees in the United States. You should allow at least (5) business days between the date you have scheduled your payment to be processed and the payment due date.
4. Modify/Cancel payments scheduled in advance.
5. Report account problems, request information, or order changes to account information or services via a secured communication channel.

*\*Your ability to transfer funds between certain accounts is limited by federal law and the Deposit Agreement. You should refer to the Deposit Agreement for legal restrictions and service charges applicable for excessive withdrawals or transfers. Transfers made using the Internet Banking Service are counted against permissible number of transfers described in the Deposit Agreement.*

*There may be at least a one-business-day delay in transferring funds between your accounts. Except as provided in this Agreement, all Internet banking transaction instructions received by 2:00 will be completed that business day. Any instructions received after 2:00 p.m. will be completed the next business day.*

By directing FNB Internet Banking and Bill Payment to transfer funds or initiate a payment, you authorize FNB to withdraw from the designated account the amount of funds required to complete the assigned transaction without. You regard requests for new account services, instructions to change existing account information or services, and other communication received via FNB Internet Banking and Bill Payment as legal endorsements. As such, all correspondence initiated via FNB Internet Banking and Bill Payment shall command the legal authority of a written request by your signature.

## Scheduling Online Bill Payments

Bill Payments will be sent electronically the payee may not receive payment until seventy-two (72) hours after the payment is deducted from your account.

Bill Payment(s) scheduled after 2:00 pm will be processed on the next business day. Payment(s) can be scheduled up to 364 days in advance.

Payment(s) made through the Bill Payment Service requires sufficient time for your payee to credit your account properly. You must authorize and schedule payment(s) within a sufficient time frame to avoid finance charges and other charges that may be assessed by the payee for late or non-receipt of payment. FNB will not be responsible for any charges assessed or other action taken by a payee resulting from a late or non-payment, including but not limited to finance charge and late fees.

## Hours of Access

You may access On-line Financial Services seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of Internet Banking may not be available due to system maintenance (reboot) or reasons beyond our control (power failure). We do not warrant that Internet Banking will be available at all times. When unavailable, you may use an automated teller machine (ATM) or call our office to conduct your transaction.

## Fees

There is no charge for the use of Internet Banking or Bill Payment.

Payments to FNB accounts and transfers between your FNB accounts are free of charge. **NOTE:** Your accounts and loan accounts are still subject to the fees, charges, balance requirements, etc. articulated in the Deposit Agreement and the Loan Agreement.

## Electronic Funds Transfer Errors

*See Complete Regulation E disclosure under the DISCLOSURE section*

In case of errors or questions about your electronic transfers, telephone us at 606-598-6111 or write us at 120 Town Square, Manchester Kentucky 40962 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt

FNB must hear from you within (60) days after the FIRST statement on which the problem or error appeared. Please tell us your name and account number, 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 then tell us the dollar amount of the suspected error. If you tell us

orally, we may require that you send us your complaint or questions in writing within (10) business days.

FNB 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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days 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 ten (10) business days, we may not credit your account. For errors involving new accounts, point of sale, or foreign initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide 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.

### **Customer Liability for Unauthorized Transfers**

Notify FNB at once if you believe your PIN or password has been stolen at 606-598-6111. Telephoning is the best way to limit the amount of loss. If you tell FNB within two (2) business days, you can lose no more than \$50.00 if someone has used your PIN or password without your permission.

If you do not tell us within two (2) business days after you learn of the loss or theft of your PIN or password and we can prove that some of the loss may have been prevented had we been informed of the loss, you can lose as much as \$500.00

### **FNB's Liability for Failure to Make Transfers/Bill Payments**

If FNB does not complete a transfer to or from your account on time or in the correct amount according to the account agreement with you (including, but not limited to, all rules and regulations governing your account), we will be liable for all losses not to exceed the amount of the transfer. However, there are exceptions. FNB will not be liable for, including but not limited to, the following:

1. If, through no fault of FNB, you do not have enough money in your account to complete the transfer; or
2. If the transfer would go over your credit limit on your line of credit account; or
3. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precaution that have been taken; or
4. If the funds in the account are subject to legal process or other encumbrance restricting such transfers; or
5. If the Internet Banking system was not working properly due to the failure of electronic or mechanical equipment or communications lines, telephone or other interconnect problems, normal maintenance, unauthorized access, theft, operator errors, severe weather, earthquakes, floods and strikes or other labor problems; or
6. If there is an allegation of fraudulent activity concerning the account; or
7. If other rules, regulations or agreements of FNB so provide.
8. If transaction instructions are not actually received by FNB, FNB may not be held accountable for any loss resulting from the delay or failure to transmit instructions arising from user error, malfunction of equipment, natural impediments, and/or inaccurate or incomplete information.

Occasionally a Payee may choose not to participate in the Bill Payment service, or may require additional information before accepting payments. FNB will work with these Payees to encourage them to accept an electronic or check payment from the bank. If FNB is unsuccessful, or if FNB determines that the Payee cannot process payments in a timely manner, FNB may decline future payments to this Payee. In the unlikely event that this occurs, FNB will promptly send you a notice. Any obligations that you wish to pay through the FNB Internet Banking and Bill Payment service must be payable in U.S. dollars to a payee located in the United States, U.S. territories, and APOs. **FNB reserves the right in its sole discretion to restrict categories of payees to whom payments may be made using this service.**

You should not use the service to make:

1. tax payments
2. court-ordered payments
3. payments to settle security transactions

### **Disclosure of Account to Third Parties**

We will disclose information to third parties about your account or transfers you made:

1. When it is necessary to complete the transfer;
2. In order to verify existence and conditions of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with a government agency or court orders; or
4. If you give us written permission.

### **Timeout Feature**

In order to prevent someone from gaining unauthorized access to your financial information, you should always log off the system after you have completed your business. As an added level of protection, FNB online banking has a timeout feature that automatically terminates your session after an extended period of inactivity.

For additional protection, access to the FNB system will be denied or locked after three unsuccessful login attempts.

### **Disputes**

In the event of a dispute regarding Internet Banking, you and FNB 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 FNB, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and FNB relating to the subject matter of this Agreement. If there is a conflict between what one of FNB employees says and the terms of this Agreement, the terms of this Agreement have final control.

### **No Waiver**

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

## **You're Right to Terminate**

You may cancel your Internet Banking service at any time by providing us with written notice by postal mail or fax. Your access to Internet Banking will be suspended within three (3) business days of our receipt of your instructions to cancel this service.

You will remain responsible for all outstanding fees, charges and pending transactions incurred prior to the date of cancellation.

## **Our Right to Terminate**

You agree that we can terminate or limit your access to Internet Banking for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your Bank accounts. Internet Banking may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers, debits, etc.
2. Upon three (3) business days notice, if you do not contact us to designate a new Primary checking account immediately after you close an existing Primary Checking account.
3. If you do not login to Internet Banking during any consecutive ninety (90) day period. If you wish to reinstate Internet Banking Services, you must contact the Bank.
4. You violate any term or condition of this Agreement.

## **Security and Protecting Your Accounts**

We are committed to protecting the security and confidentiality of our customers' account information. We use several techniques to help secured our Internet Banking service. Including the following:

- You can only access information with certain browsers that have a high security standard.
- You must have a valid Internet Banking User ID and password to logon.
- If no activity is taken for a period of minutes, you will be automatically logged off the Internet Banking Service.

## **Liability**

You are solely responsible for controlling the safekeeping of and access to, your password. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify us and arrange to change the password. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. In any event First National Bank will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this agreement or the Service, even if we have knowledge of the possibility of them.

## Virus Protection

FNB utilizes the most up-to-date technology to protect our internal our internal systems and your personal financial information from computer viruses. Malicious viruses can sometimes be used to gain access to your personal computer. For protection of your personal system, FNB recommends you implement the following measures:

- Purchase and install antivirus software such as McAfee's Virus Scan or Symantec's Norton Antivirus to detect and eliminate potential viruses on your computer. For more information on virus detection software, visit McAfee Security or Symantec.
- Consider purchasing antivirus software that automatically scans for virus updates whenever you go online. If your software does not have this feature, update your antivirus software at least weekly by contacting your antivirus vendor to obtain the most current antivirus signature file.
- Do not open email attachments or downloaded files without first saving them to your hard disk (C: drive). Your antivirus software should be configured to scan each file when it is saved and when it is opened.
- Never open email attachments from individuals you do not know. Simply delete the message altogether.
- Use caution with email attachments, even if you know the sender. If you were not expecting the message or if you have any suspicions, contact the sender and confirm that they indeed sent the message.

## Communication between FNB and You

Unless this Agreement provides otherwise, you can communicate with us in regards to Internet Banking by one of the following ways. Normal business hours are from 8:00 AM to 3:30 PM EST, Monday through Friday, excluding federal holidays.

Website: [www.FNBMBank.com](http://www.FNBMBank.com)

Telephone: Bookkeeping 606-598-6111  
(Monday-Friday 8:00a.m. to 3:30 p.m.)(EST)

Facsimile: 606-598-1451

Postal Mail: First National Bank  
Attn: Bookkeeping  
120 Town Square  
Manchester, Ky. 40962

**You agree to accept this disclosure online rather than a paper disclosure. We recommend you print the entire Agreement and Disclosure for your records. If you are unable to print this, please request a paper disclosure to be mailed to you.**