

These are the Terms and Conditions of Internet Banking Services (herein referred to as Online Banking) for the Personal Account Holders of First Bank (referred to as "First Bank" or "the Bank").

This Agreement governs the use of Online Banking for First Bank located in Missouri, Illinois, California, Texas and Florida. By subscribing to Online Banking or using Online Banking to access account information, or to make any transfer between accounts or payment to a third party, you agree to the terms of this Agreement. We encourage you to print a copy of this Agreement and to keep a copy of this Agreement for your records. The words "we", "us", "our" and "Bank" refer to the Bank which holds the accounts accessed by Online Banking. The words "you" and "your" refer to each person subscribing to Online Banking, and each person who uses Online Banking, provided hereunder, with the permission of the subscriber.

We, in our sole discretion, may amend this Agreement at any time. For example, we may add, delete or amend terms or services or we may add or change fees. Notice of a change may be provided to you by mail or electronically. Your continued use of the service following receipt of the Agreement or notice of a change is considered acceptance of the Agreement or change.

Computer Equipment

You are solely responsible for the maintenance, installation and operation of your computer, and for the hardware and software used in accessing Online Banking. The Bank shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer or software, nor will the Bank be responsible for any computer virus that affects your computer or the software while using Online Banking. Any undetected virus or virus that is not removed from your computer may corrupt and destroy your programs, files and even your hardware.

Additionally, you must have an Internet Service Provider and a 128-bit compliant browser to utilize Online Banking. It will be your responsibility to establish these. Any costs or fees to obtain these services or software are solely your responsibility.

Security

First Bank is committed to protecting the security and confidentiality of your account information. We use several different methods to protect your account information:

- You can only access Online Banking with a browser that uses 128-bit encryption
- You must have a valid User ID and Password to log in
- If no action is taken for a period of time, you will be automatically logged off Online Banking
- We display your previous log in date each time you access Online Banking for you to review

You agree to the following:

- Never leave your computer unattended while using Online Banking
- Never leave your account information displayed where it may be viewed by others
- Always exit the system by clicking on Exit Secure Session in the Online Banking menu

- Notify Customer Service at 1-800-760-BANK (2265), option 3, immediately if you suspect unauthorized access to Online Banking

These security procedures are not implemented for the purpose of detecting errors in your instructions. You agree that these procedures constitute a commercially reasonable method of providing security against unauthorized instructions. You agree to be bound by any instruction issued by you, and received and verified by the Bank in accordance with such security procedure. In addition, you shall indemnify and hold the Bank harmless from and against any loss suffered or liability incurred by, or arising from, the execution of instructions in good faith and in compliance with such security procedures.

Account Requirements

To register for Online Banking, you must maintain at least one of the following types of account at the Bank: Checking, Savings, Money Market, Certificate of Deposit (CD), Individual Retirement Account (IRA), or eligible loan (a *loan other than a first mortgage loan*).

Account Ownership

Any person with ownership rights to an account, including but not limited to joint ownership, may register and use any or all features of Online Banking. Online Banking transactions performed by an owner of the account will be considered authorized transactions and except as provided in this Agreement, the Bank will not be liable to you for any such transactions.

User Identification (ID) and Password

Your User ID and Password identify and authenticate you to the Bank when you use the Bank's Online Banking service. You will be required to establish a User Identification (ID) and Password during your first online session through our online registration process. You will only be able to obtain a User Identification (ID) if you have an existing account with the bank, which meets the account requirements above. By establishing a User ID and Password you agree to:

- a) Not disclose your User ID and Password or otherwise make it available to anyone else, including other joint owners on the account
- b) Be liable for your User ID and Password and for its authorized and unauthorized use as described in this Agreement
- c) Notify Customer Service at, 1-800-760-BANK (2265), option 3 immediately of any loss or theft of your User ID and Password

You acknowledge that we are entitled to rely on the use of your User ID and Password as your authorization for any transaction through Online Banking. You are responsible for all transactions you initiate or authorize using Online Banking. If you permit any other person to use your Online Banking User ID and Password, you will have authorized that person to access your accounts, and you are responsible for any transaction that person initiates or authorizes from your accounts. If you suspect unauthorized use of your User ID and Password, please follow the procedures outlined in the "Unauthorized Use of Your User ID and Password" section of this document.

Online Banking Services

Within 2 business days after you successfully register for Online Banking, you will have access to your eligible accounts, which include Checking, Savings, Money Market, CD, IRA and loans other than first mortgage loans. For these eligible accounts, you will be able to:

- View balance information
- View transaction history (except on CDs and IRAs)
- Search for transactions that have occurred up to 12 months subsequent to the date of registration
- View images of the front and back of your cleared checks
- Send us secure e-mail messages regarding your account or Online Banking
- Receive e-mail and wireless notifications when your balance reaches target amounts, a transaction fails or you receive a secure mail message from the Bank.
- Import certain account information into Intuit Quicken®, via Web Connect, or Microsoft Money®
- Place Stop Payments on checks drawn against Checking and Money Market accounts
- Reorder checks on Checking and Money Market accounts
- Order a copy of your cancelled checks
- Conduct transfers between your Checking, Savings, Money Market and to eligible Loan accounts

If you also choose to register for the Bill Pay service, you will be able to issue a bill payment to a third party from your Checking account.

We reserve, in our sole discretion, the right to change or limit the types of accounts or services available through Online Banking.

System Availability

You may access your account information through Online Banking 24 hours a day, seven days a week, except for interruptions due to maintenance or matters beyond the Bank's control.

Daily Processing Deadlines

The Bank's business days are Monday through Friday. Saturday, Sunday and Federal holidays are not considered business days. Online Banking transactions, such as funds transfers, that occur before 8:30 p.m. CST Monday through Friday, except banking holidays, will be reflected in your transaction history the following business day. Online Banking transactions, such as funds transfers, that occur after 8:30 p.m. CST Monday through Friday or all day Saturday, Sunday, and banking holidays, will be reflected in your transaction history on the second business day. Transactions that have occurred and that are not yet reflected in your account history may affect your available balance. In addition, the amount of such transactions may appear in the Memo Balance fields in Online Banking. All banking rules and regulations outlined in your Account Agreement apply to Online Banking.

Transfers

You may transfer funds between your Checking, Savings and Money Market accounts and to an eligible loan using Online Banking. You will be able to transfer funds immediately (such transfers are effective when you complete the transfer online), schedule a future dated transfer and establish a recurring transfer. Future dated transfers will generally be completed by 8:00 a.m. (CST) on the scheduled date. The available balance in the account from which the withdrawal for the transfer will be made (FROM account) and the available balance in the account to which the transfer will be credited (TO account) will be updated as soon as the transfer is complete. If the transfer is made to a Loan account, the principal balance will be updated the next business day. Transfers made to a Loan account in order to payoff the loan will update the principal balance the second business day after the

transfer is completed. Transfers completed before 8:30 p.m. (CST) will appear in the transaction history of your account the next business day. Transfers completed after 8:30 p.m. (CST) will appear in the transaction history of your account on the second business day. The maximum dollar limit on any transfer is equal to the available balance in your account from which the transfer is being made (FROM account), including the available balance in an overdraft protection account associated with the account, on the day the transfer is completed.

To receive an e-mail or wireless text notification that a transfer has failed, a Failed Transfer Notification must be set up in Online Banking. In the event your e-mail or wireless address changes, please update the Notification feature in Online Banking accordingly. The Bank will not be responsible for notifying you if you do not set up a Failed Transfer Notification or if an e-mail or wireless notification fails because your address has changed or because you have deleted the Failed Transfer Notification.

Restrictions on Transfers from Savings and Money Market Accounts

Under Federal Reserve Board Regulation D, you may make an unlimited number of deposits or transfers **into** a savings or money market 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 in person at banking locations). Transfers made by telephone, personal computer (or similar access device) or funds automatically transferred from a savings or money market account to another deposit account are counted toward the six total permitted monthly transfers or withdrawals. If your transactions exceed the limit, we will charge you a fee set forth on the Fee Schedule for each transaction over the disclosed limit. The amounts of fees, where applicable, are contained in the Schedule of Fees for your account.

Bill Pay

The Bill Pay feature of Online Banking allows you to schedule payments from your designated checking accounts. The payment will be made according to the instructions you create. You may schedule payments to persons or businesses in the United States.

Eligible Accounts

In order to register for and use the Bill Pay feature, you must have an established checking account with the Bank. Other deposit accounts, such as Savings and Money Market accounts are not eligible for Bill Pay. In addition, non-transaction accounts such as CDs and IRAs are not eligible for the bill payment feature.

Payment Date and Type

When you schedule a payment, you must specify the date on which you want the funds for payment withdrawn from your account ("Send On" date). The Send On date must fall on a business day. We require that you schedule your payments a minimum number of days in advance of the due date (Deliver On date). The minimum number of days in advance depends on the type of payment that will be sent to the payee. We may pay your payee through an electronic transmission or check. For payments that are paid electronically, we require that you schedule your payment a minimum of three business days in advance of the payment date. For payments that will be sent via check, we require that you schedule your payment a minimum of five business days in advance. We determine how the payment will be made based on the Payee to be paid. When establishing a payment in Online Banking, the system will calculate the soonest date the payment may be sent on and you will not have an opportunity to change the Send On date to an earlier date. You may, however, change the Send On date to a date up to one year in the future. Generally,

payees that you establish using the Create New Payee option will be paid via a check. However, the Bank reserves the right to determine the type of payment, whether electronic transmission or check, sent to the payee.

Your Responsibilities

You agree to be responsible for the following:

- You are responsible for ensuring a sufficient available balance is in the designated account when we withdraw the payment amount from your account. Generally, the amount of the payment will be deducted from your account by 7:00 a.m. on the send on date. If your account does not have a sufficient available balance, including any available credit from your Preferred Credit personal line-of-credit associated with your account, you understand that the Bank will not act on your payment instructions. Effective April 1, 2007, if your designated account participates in the Overdraft Privilege service the Bank may, at its discretion, act on your payment instructions according to the guidelines of the Overdraft Privilege service. An insufficient funds fee will be assessed to your designated account if we overdraw it to pay a bill pay item. If we are unable to overdraw your designated account that participates in the Overdraft Privilege service, you understand that the Bank will not act on your payment instructions. The bill payment will show as failed on the Bill Pay History screen and we will not make the payment at a later date. It will be your responsibility to reschedule the payment. To receive an e-mail or wireless text notification that a payment has failed, a Failed Payment Notification must be set up in Online Banking. In the event your e-mail or wireless address changes, please update the Notification feature in Online Banking accordingly. The Bank will not be responsible for late fees or penalties if you do not set up a Failed Payment Notification, if an e-mail or wireless notification fails because your address has changed or because you have deleted the Failed Payment Notification.
- When you set up a payee, you will be required to provide us with information about your account with the payee. Please take care to enter the information as it appears on your payment coupon or bill. **Note:** Please make sure to use the address for payments made without a remittance form or payment coupon. The Bank will not be liable for payments that are not made or are not made on time if you fail to enter the correct information.
- You are also responsible for scheduling a payment in such a manner so that your bills are paid on time. You are responsible for any late payment charge, finance charge, penalty or default that may result from your failure to schedule a payment in sufficient time to reach your payee.
- You agree to notify us promptly if you receive notice from a Payee that a payment you made using the service has not been completed or remains unpaid. We will begin payment research investigations as early as five business days from the date the payment is remitted for electronic payments and ten business days from the payment processing date for payments by check.
- You agree to verify your creditor applies the payment issued through the Online Banking service properly.

Fees/Charges

Many of the features of Online Banking are provided free of charge. Some features may be used for a fee. The features of Online Banking that may have a fee include, but are not limited to:

- Stop Payment - The Stop Payment feature allows you to request a stop payment on your Checking or Money Market account. The fee associated with this feature is outlined in the Fee Schedule associated with your account.
- Check Reorder - The Check Reorder feature allows you to order a supply of your existing

check style. The fee for this feature is equal to the cost of the check style and quantity ordered.

- Order Check Copy- The Order Check Copy feature allows you to request a copy of a check that has been written and paid from your Checking or Money Market account. The fee associated with this feature is outlined in the Fee Schedule associated with your account.

Fees are subject to change from time to time at the Bank's discretion. Refer to the Fee Schedule for your account for a complete listing of fees.

Stop Payments

This section refers to your ability to stop payment on a check that you have written. It does not provide for you to cancel an Online Bill Payment. Once a bill payment has been debited from your account and paid electronically, you cannot cancel or stop the bill payment.

For a stop-payment order to be effective, we must receive the request in time to give us reasonable opportunity to act on it. To place a stop payment order via Online Banking, the account number and check number are required. To place a stop payment without this required information, contact us 1-800-760-BANK (2265), option 3 or 1-314-592-8000, option 3.

A stop-payment order may be made and will be honored for the maker of the check and for any other account owner who has withdrawal rights at least equal to the rights of the maker of the check. Stop Payment orders placed using Online Banking are considered written stop payment orders. Written stop payment orders are effective for six months and may be renewed in writing for an additional six months by one of the methods that follow:

- Use the Secure Messaging feature of Online Banking to request that we extend the Stop Payment period for an additional six months. The request must include the check number and the account number on which the check was written.
- Send us a letter requesting that we extend the Stop Payment period for an additional six months. The request must include the check number and the account number on which the check was written. The letter must be sent to:

First Bank
Internet Banking Center
600 James S. McDonnell Blvd.
Mail Code 046
Hazelwood, MO 63042

You may check the Stop Payment history screen in Online Banking to verify the Stop Payment orders placed on your account. A stop payment order will be released only upon request from the account owner who authorized the stop payment to be placed. See the "Canceling a Stop Payment" section below for additional information on canceling a stop payment.

You agree to hold the bank harmless for the amount of the stop payment as well as for all expenses and costs incurred by the bank through refusing payment of the check on which a stop payment has been placed.

Canceling a Stop Payment

A stop payment order placed using Online Banking may only be canceled by one of the following methods:

- Send us a notice using the Secure Messaging feature of Online Banking and include the account number the check was written against and the check number, and the following, if known: check amount, date check written and Payee name
- Send us a letter including the account number the check was written against and the check number. Also identify the following, if known: the check amount, date check written and Payee name. The letter should be sent to:

First Bank
Internet Banking Center
600 James S. McDonnell Blvd.
Mail Code 046
Hazelwood, MO 63042

A stop payment order will be released only upon request from the account owner who authorized the stop payment to be placed.

Electronic Mail (e-mail)

Although you may currently have e-mail capabilities, it is important to remember that normal Internet e-mail transmissions may not be secure. You agree to contact us electronically only through the Secure Messaging feature in Online Banking if your correspondence contains confidential information, such as an account number or social security number. You also agree to receive communications regarding your account electronically and will not attempt to circumvent receiving any messages. It is your responsibility to notify us immediately if your e-mail address changes. You are deemed to have received any electronic messages at the time we send them to you.

In addition, we may not immediately receive e-mail that you send. We will have a reasonable opportunity to act before taking action on your e-mail requests. You cannot use e-mail for the following purposes:

- To report unauthorized use of User ID and Password (see Unauthorized Use of User ID and Password)
- To report an unauthorized transaction

You must contact us by secure message, phone or in writing to report the above. Our contact information is listed below:

First Bank
Internet Banking Center
600 James S. McDonnell Blvd.
Mail Code 046
Hazelwood, MO 63042
Phone: 1-800-760-BANK (2265), option 3 or 1-314-592-8000, option 3.

Periodic Statements

The Bank will mail or deliver to you a monthly account statement for your bank account(s). The Bank will include any transfers or bill payments you authorize through Online Banking on your statement. You should promptly notify the Bank of any discrepancies, including but not limited to, any errors or inaccuracies related to data transmitted by any online service. If you do not notify us of any errors within a reasonable period of time (not to exceed 30 days), after we send or make available to you your statement and/or items, you cannot

assert the unauthorized signature or alteration against us even if we are unable to show a loss due to your failure. Also, you cannot assert any unauthorized signatures or alterations by the same wrongdoer on items paid by us after the reasonable time mentioned above elapses and before we receive your notice. We lose these protections if we fail to exercise ordinary care in paying an item with an unauthorized signature or alteration. However, if you do not notify us of the problem within 60 days of when we send or make available to you the statement and/or items, you absolutely forfeit any right(s) to assert a claim against us. You must report any other account problem (e.g., erroneous statement or passbook entry, missing signature, unauthorized endorsement, etc.) within a 60-day period or lose your right to assert claim against us.

You may also be assessed a fee for certain transactions. Refer to the Bank's Fee Schedule for specific fee information. Fees may be deducted from your account without prior notice to you. Fees are subject to change from time to time at the Bank's discretion.

Disclosure of Information to Third Parties

We will disclose information to third parties about your account or the transfers that you make:

- 1) Where it is necessary to complete authorized transfers.
- 2) In order to verify the existence and condition 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.
- 4) If you give us your written permission.

Unauthorized Use of Your User ID and Password

You must tell us AT ONCE if your ID or Password has been lost or stolen. Telephoning is the best way of minimizing possible losses. Failure to notify the Bank could result in the loss of all the money in your account plus your maximum line of credit, if you have one. If you tell us within two (2) business days, you can lose no more than \$50 if your Password is used without your permission. If you do NOT tell us within two (2) business days after learning of the loss or theft of your password, and we can prove we could have stopped someone from using the password without your permission if you had told us, you could lose as much as \$500.

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

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods set forth herein, at our discretion.

Telephone Numbers and Address to Reach Us

If you believe your User ID or Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, telephone us at 1-800-760-BANK (2265), option 3 or 1-314-592-8000, option 3 or write us at:

First Bank
Internet Banking Center
600 James S. McDonnell Blvd.
Mail Code 046

Hazelwood, MO 63042

If you have a question regarding a transaction or would like to have more information about a transfer listed on a statement or receipt, contact us at 1-800-760-BANK (2265), option 3 or 1-314-592-8000, option 3.

Error Resolution

It is your responsibility to promptly report unauthorized transfers or errors. If you think an unauthorized transfer or error has been processed against your account, telephone your local First Bank office during regular office hours or call Internet Banking Customer Service at 1-800-760-BANK (2265, option 3 or 1-314-592-8000, option 3 or write us at:

First Bank
Internet Banking Center
600 James S. McDonnell Blvd.
Mail Code 046
Hazelwood, MO 63042

We must hear from you within sixty (60) days after we send you the FIRST statement on which the problem or error appeared. You must give us the following information for the proper notice of a question or error.

1. Tell us your name and account number. **(Do not tell us your password.)**
2. Describe the error or the transfer you are unsure about, and explain as clearly as possible why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days (20 business days if the error involves an electronic fund transfer to or from the account within 30 days after the first deposit to the account was made) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the error involves an electronic fund transfer to or from the account within 30 days after the first deposit to the account was made or involved a point-of-sale transaction, or a transaction was made at an ATM located outside of the United States) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer occurred within 30 days after the first deposit to the account was made) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation and debit your account for the amount provisionally credited. You may ask for copies of the documents that we used in our investigation.

Notices and Changes to Agreement

We may, in our sole discretion, change Online Banking services and the terms, including fees, set forth in this Agreement at any time. You will be notified of any such change as required by applicable law, either by mail or by an electronic message. You understand that

by your continued use of the Online Banking service after a change becomes effective, you have agreed to the change.

Governing Law

This Agreement shall be governed by the laws of the state in which the office of the Bank which maintains your account is located and, where applicable, by federal law. Any issue relating to an account or service with the Bank shall be governed by the law(s) specified in the agreement for that account or service if there is a separate agreement for that account or service.

Related Agreements

State and federal law, including the Uniform Commercial Code, and regulations of the Federal Reserve System, other regulatory agencies and clearinghouse associations, regulate much of our relationship with you. These laws and regulations, as well as the terms of the Agreement may change from time to time without notice to you unless law requires notice. The Electronic Funds Transfer Act governs some of the transactions permitted under this Agreement, and some terms and conditions included in the Agreement are required by this Act. In addition, certain agreements and documents govern the accounts you access through Online Banking, as they are amended from time to time, including, but not limited to the following:

- Deposit Account Agreement
- Fee Schedule

Bank's Responsibility

The Bank shall be responsible for performing services expressly provided for in this Agreement and shall not be liable for any error or delay so long as the Bank has acted in accordance with the terms and conditions hereof. The Bank shall not be liable if you do not have sufficient funds in a designated account to complete the transaction you initiate or if the account is closed.

The Bank shall not be liable if you have not given us complete, correct or current transfer or payment instructions, or if you have not followed proper instructions given through Online Banking or software used. The Bank shall not be responsible for any loss, damage, liability or claim arising, directly or indirectly, from any error, delay or failure in performance of any of its obligations hereunder which is caused by fire or other natural disaster, strike, civil unrest, any inoperability of communications facilities or any other circumstance beyond the control of the Bank.

New Services

We, in our sole discretion, may add or change services or features of the Online Banking service. We will update this Agreement to notify you of these new services. If you continue to use Online Banking, you agree to be bound by the terms contained in the revised Agreement.

Termination of Agreement

This agreement will remain in effect until you or the Bank terminates it. We may cancel this agreement and terminate your use of Online Banking for any reason, at any time. Both parties agree to provide sufficient notice of termination to the other party.

Cancellation of Online Banking Service

To cancel your Online Banking Service send us a secure mail message or written notification, with your signature, to:

First Bank
Internet Banking Center.
600 James S. McDonnell Blvd.
Mail Code 046
Hazelwood, MO 63042

Once we receive your written cancellation request, we will cancel your Online Banking service within five business days.