



Member FDIC

Electronic Document and Disclosure Agreement Effective August, 2008

This agreement (“Agreement”) made between you and First Bank for the purpose of receiving an electronic version of your account statement online and for receiving electronic notifications (“Alerts”) that your eStatement is available for your accounts, governs the terms of use of First Bank’s eStatement delivery and Alert service (“the Service”). As used in this Agreement the words “we”, “our”, and “us” mean First Bank, its affiliates, successors and assigns, and the words “you” and “your” mean the user who has elected to receive his or her eStatement and Alert.

This Agreement is in addition to other agreements between you and us, including the applicable deposit account disclosures, agreements, Deposit Account Information Booklet and First Bank Online Banking Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of any other agreements between you and us as they relate to eStatements, Alerts or the Service, this agreement will control.

Consent. By clicking the “I Accept” button and enrolling in the Service, you agree to abide by the terms and conditions set forth in this Agreement and acknowledge your receipt and understanding of the agreement and disclosures contained in the Agreement. You affirmatively consent to receive, and acknowledge that you can receive, access and retain all eStatements, disclosures and legal notices provided by First Bank. Please read this Agreement carefully and retain a copy for your records. You understand that clicking the “I Accept” button shall operate as your official signature. If you click the “Cancel” button, you will not be enrolled in the Service and will not be bound by this Agreement.

You may elect to receive your periodic statement online for all or selected eligible Account(s). EStatements will be viewable electronically in Portable Document Format (“PDF”) that you can view online, save or print at your

convenience. Any legal notices that normally accompany your mailed statement will either continue to be mailed under separate cover or delivered to you electronically. We may add to, modify or delete any feature of the Service at our sole discretion.

You understand and agree that by enrolling in the Service, you will no longer receive a statement by mail on the eligible account(s) for which you have enrolled.

Registration for the Service. In order to use the Service, you must be a First Bank Online Banking customer. You must accept the terms of the E-SIGN Act in addition to this Agreement to become a registered user of the service.

Any First Bank Online Banking User with access to an account can activate the account for the Service. Once an account is activated, paper statements will no longer be mailed for the account. The account statement will be available for viewing online to all users with access to the account who are enrolled in First Bank Online Banking regardless of which user activated the Service. Each user must separately add a notification to receive an Alert by email or pager when your statement is available.

Eligible Accounts. EStatement Service is available for most savings, checking and money market accounts. Some exclusions may apply such as combined statements. First Bank reserves the right to determine from time to time which accounts may be eligible for eStatements.

Each account must be activated for the service on an individual basis. EStatements will be available at the same frequency as your statement that was previously mailed.

Accessing Your eStatement. Your eStatement, legal notices and disclosures will be presented to you via First

Bank Online Banking or by another method of delivery. Once you enroll in First Bank Online Banking, you and all other enrolled users will have access to Secure Messaging within Online Banking. A message will automatically appear for all users who are registered for First Bank Online Banking in Secure Messaging at the end of each statement cycle alerting you that the most recent statement is available for viewing. The messages will be available in Secure Messaging until you delete them. If you register for an eStatement Alert, you will also receive an email or text notification delivered to the address or number that you specified, informing you that your eStatement is available within First Bank Online Banking.

Once enrolled in the Service, you will be able to view up to 18 cycles of statement history. Information prior to registration generally will not be available online. Access to history may vary by account type. All statements are in a format that can be printed or saved to your hard drive. Please note that if you receive images of your checks or receive cancelled checks back with your statement, by enrolling in the Service, you understand and agree that your checks or images will not be provided with the eStatements starting at the time your Service is effective. These items will be available as check images for up to 90 days through First Bank Online Banking.

If you close your account or cancel the Service, you will no longer be able to view your account statements online. Before cancelling the Service or closing your account, print or electronically save copies of your eStatements for your records. You may also request that a copy of your current or previous statement be mailed to you at your address of record for the account. Please refer to Schedule of Service Fees for applicable charges.

Change Statement Delivery Method. If at any time you would like to discontinue the Service, contact us online via “contact us” or visit one of our branch locations during normal business hours. We may require written confirmation of the request to discontinue the Service.

When you discontinue the Service, you will automatically receive paper statements beginning with your next statement cycle. Your eStatements, Secure Messages regarding eStatements and Alerts will be discontinued. The statements that were previously presented online will not be mailed to you and you will not be able to access them online; however, you

can order copies of past statements through Customer Service for a fee. Customer Service may be contacted by clicking “contact us” or by calling 800-760-BANK [2265]. Please note that any accounts that were previously combined on your paper statement will need to be recombined through Customer Service.

Description of Alerts. When you register to receive an eStatement Alert, you will receive Alerts informing you when your eStatement is available for viewing within First Bank Online Banking. Alerts will be sent to a mobile (cell) number or by email as designated by you. You agree to notify us of any change to your email address or mobile number in order to ensure continued delivery of your Alerts. You may delete or change the status of your Alerts through First Bank Online Banking. Alerts may be discontinued by selecting the Alert and then selecting delete. You may update the email address or pager information at which you wish to receive eStatement Alerts at any time through “My Preferences” or “Administration” in First Bank Online Banking.

You understand and agree that Alerts will not be sent immediately as events occur. Alerts will be sent at scheduled delivery times after your statement cycle is complete. We reserve the right to change the frequency or timing of Alerts at any time.

Alerts are not intended to replace your eStatements or any other communications we may provide to you regarding your accounts.

Note: Secure Messaging within First Bank Online Banking is a required feature of receiving eStatements and cannot be stopped or changed while enrolled in the Service.

Change in Terms. First Bank reserves the right to modify this Agreement at any time. Modifications will be effective when they are posted to the Service. You will be notified as soon as possible when any changes are made that materially affect your rights. Notifications will either be mailed under separate cover or delivered to you online.

Termination. This Agreement will be in effect from the day your registration is submitted by you and accepted by First Bank and at all times while you are using the Service. After you have activated eStatement, you can withdraw

your consent to this Agreement or future electronic receipt of documents described by this Agreement by contacting us at 1-800-760-2265 or visiting your local branch. However, withdrawing your consent means you will no longer be able to receive the documents and Alerts described in this Agreement online.

First Bank may terminate this Agreement and your use of the Service at any time without prior notice. We will notify you of the change in an appropriate manner as soon as reasonably possible.

All applicable provisions of this Agreement shall survive termination by either you or us, including, without limitation, provisions related to proprietary materials and trademarks, warranty disclaimers, limitations of liability, indemnification and other miscellaneous provisions.

Limitation of Liability. Except as otherwise provided in this Agreement or otherwise expressly provided by applicable law or regulation, you agree that neither First Bank nor any agent, independent contractor or subcontractor of any of the foregoing (“Service Providers”) will be liable for any loss, injury or damage, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages, whether under a contract, tort or any other theory of liability, arising in any way out of the enrollment in, use or maintenance of the Service, or of the Internet access provider used to access the Service, or of the Equipment used to access the Service, including, without limitation, any loss, injury or damage relating to any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line failure or unauthorized interception or access to your communication with us, even if we or the Service Providers are aware of the possibility of such events.

In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys’ fees.

Indemnification. You agree to indemnify and hold First Bank and its affiliates, officers, directors, employees, consultants, agents, service providers and licensors harmless from any and all third party claims, liability, damages and/or costs arising from (a) a third party claim, action or allegation of infringement, misuse or misappropriation based on information, data, files or other materials submitted by you to the Service; (b) any fraud,

manipulation or breach of this Agreement by you; (c) your violation of a law or rights of a third party; (d) your use of the provision of the Service or use of your account by any third party. First Bank reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with First Bank in asserting available defenses. You will not settle any action or claims on First Bank’s behalf without the prior written consent of an authorized officer of First Bank.

Severability. If any provision of this Agreement is held to be void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not effect the validity or enforceability of such provision in any other jurisdiction or any other provision in that or any other jurisdiction.

Waiver. We may waive any term or provision of this Agreement at any time or from time to time, but any such waiver shall not be deemed a waiver of the term or provision in the future. We shall not be deemed to have waived any of our rights or remedies with regard to this Agreement hereunder, unless such waiver is in writing and signed by an authorized representative of First Bank. No delay or omission on the part of First Bank or its affiliates, or their respective successors and assigns, in exercising any rights or remedies shall operate as a waiver of such right or remedies or any other rights or remedies.

Assignment. You may not assign this Agreement to any other party. We may assign this Agreement or delegate or transfer any or all of our rights and responsibilities under the Agreement to any third party or parties.

System Requirements. You are responsible for and must provide all equipment, software and services necessary to access the Service at your own expense. In order to use the Service and to access, receive and retain information electronically, you must satisfy the hardware and software requirements below:

Compatible Operating Systems:

- Microsoft® Windows 2000 or newer
- Microsoft® Windows XP

Acceptable Browsers:

- Internet Explorer 6.X

Other Software:

- Adobe® Acrobat Reader 7.0 or higher – You can download the Adobe Acrobat Reader free of charge at

www.adobe.com.

We will give you notice of any change to the hardware and software requirements if the change will adversely affect your ability to access, receive and retain documents, eStatements, disclosures and legal notices.

Third Party Services. All matters concerning Third Party Services are solely between you and the Third Party Service Provider. We make no warranties or representations whatsoever with regard to Third Party Service Provider services. The inclusion of advertisements or links to such websites do not imply any endorsement of the material on such websites by First Bank. **First Bank is not responsible or liable to you for any damages, losses or injuries when you access Third Party Web sites and the services available on them.**

You understand and agree that receipt of Alerts may be delayed or prevented by factors affecting your Internet Service Provider(s), phone operator(s), and such other relevant entities. ("Third party Service Providers"). All matters concerning Third Party Service Providers are solely between you and the Third Party Service Provider. First Bank and its affiliates neither guarantee the delivery nor the accuracy of the contents of any Alert. First Bank will not be liable for losses or damages arising from (a) non-delivery, delayed delivery or misdelivery of an Alert; (b) inaccurate content in the Alert; or (c) your use or reliance on the content of any Alert for any reason.

Security. Information you provide in connection with the Service will be stored on secure First Bank servers and protected by advanced encryption techniques; however, the security of your account information is also contingent upon your responsible behavior in protecting your User ID and Password for the Service. Please use maximum caution in protecting your User ID and Password. For your protection, the content of Alerts will only include the last four digits of your account number.

Privacy. Protecting your privacy is important to First Bank, our affiliates and associates. We will gather and disclose personal information about you only as allowed by law. All information gathered from you in connection with using this Service will be governed by the First Bank Privacy Policy. Personal information about you may be used for the purpose of operating the Service and First Bank internal purposes. And, unless you exercise the

option to prohibit sharing information within the First Bank family or with our financial partners as describes in the First Bank Privacy Policy, personal information may be used to determine your eligibility for financial products and services that may be offered by First Bank, its affiliates and financial partners.

Protecting Your User ID and Password. As a First Bank Online Banking customer, you have chosen a User ID and Password which allow you to access this Service. Your responsibility for transactions and other activities that occur or are undertaken using your User ID and Password includes those transactions and activities that may be taken by anyone using the Service after logging in with your User ID and Password. You are responsible for keeping your User ID and Password confidential and for ensuring that you have logged out of First Bank Online Banking when your session is complete to prevent unauthorized persons from using the Service. You agree that you will be the only user of your User ID and Password, and that you will not transfer or disclose any of this information to any other persons. You agree to contact us immediately if you know or suspect any unauthorized use of your User ID or Password has occurred. You may be ultimately responsible for any transactions or actions made by a party accessing the Service by using your User ID and Password.

Providing Personal Information. You agree to provide true, accurate, current and complete information about yourself as requested and you agree not to misrepresent your identity.

No Illegal use of the Service. You agree not to use this Service to conduct any business or activity or solicit the performance of any activity prohibited by law or any contractual provision by which you are bound. You agree to comply with all applicable laws, rules and regulations in connection with the Service. You certify that you are 18 years of age or older or otherwise able to lawfully enter into contracts.

International Use. First Bank does not make any representations that any content or use of the Service is appropriate or available for use in locations outside of the United States and accessing the Service from territories where its content or use is illegal is prohibited by First Bank. If you choose to access the Service from locations outside of the United States, you do so at your own risk

and you are responsible for compliance with local laws.

Proprietary Materials. Other than your materials and account information, all content included or available in the Service, such as advertisements, graphics, logos, icons, images, audio clips and software, is the property of First Bank and/or third parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights. The compilation of all content on this Service is the exclusive property of First Bank and/or its licensors and is protected by copyrights or other intellectual property rights.

Trademarks. The trademarks, logos, and service

marks displayed in the Service (collectively “Trademarks”) are the registered and unregistered Trademarks of First Bank or third parties. Under no circumstances may you use, copy, alter, modify or change these Trademarks. Nothing in this Service should be construed as granting, by implication or otherwise, any license or right to use any trademark without express written permission from First Bank or the third party that has rights to such trademark.

Headings. The headings in this Agreement are for convenience and reference only and do not govern the interpretation of provisions of the Agreement.



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