



## ONLINE AND MOBILE BANKING USER AGREEMENT TERMS AND CONDITIONS

### INTRODUCTION

This agreement sets forth the Terms and Conditions of Online and Mobile Banking services offered by First Southern National Bank (hereinafter referred to as "Bank", "us", "our", or "First Southern") and used by First Southern National Bank customers (hereinafter referred to as "you" or "your").

**PLEASE READ THIS AGREEMENT CAREFULLY, AND IN ITS ENTIRETY, BEFORE ACCEPTING ITS TERMS, ENROLLING IN ONLINE BANKING, USING MOBILE WEB BANKING, FIRST SOUTHERN'S MOBILE APP(S), TEXT MESSAGE BANKING AND BEFORE INITIATING ANY ONLINE OR MOBILE TRANSACTIONS.**

**BY USING FIRST SOUTHERN'S ONLINE OR MOBILE BANKING, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOU AGREE TO ALLOW US TO DELIVER CERTAIN ACCOUNT DISCLOSURES TO YOU IN AN ELECTRONIC FORMAT (DETAILS PROVIDED UNDER THE SECTION ENTITLED "ELECTRONIC DELIVERY OF DISCLOSURES").**

You do not necessarily have to use all online and mobile services offered. You may pick and choose which ones best suit your needs. However, before requesting and using one or more of these services, you must accept the terms of this agreement.

Any questions related to this agreement, online or mobile banking services may be answered by calling the Bank at (866) 602-3762. You may also find additional information by visiting our website at [www.fsnb.net](http://www.fsnb.net).

### ELIGIBILITY REQUIREMENTS AND USE OF ONLINE BANKING

To be eligible to activate and use the Bank's Online and Mobile Banking services, you must have at least one eligible account with First Southern National Bank. An eligible account is defined as any account(s) the Bank allows access to, using the services under the terms of this agreement. Typically, this would include checking, savings, money market and loan accounts. Some accounts may not be eligible for Online Banking services and an account that requires two signatures will not be eligible. For more information regarding account eligibility, please contact us by calling (866) 602-3762.

Online Bill Pay services are available for eligible deposit accounts. The Bank may make other accounts available for Bill Pay services at its option from time to time as allowed by law and as allowed by Bill Pay service providers.

You agree to maintain sufficient funds to cover any transaction and associated fees (if any) in any account for which you have access to these services. Transactions that result in insufficient funds will be subject to the Bank's normal overdraft charges, return policies or other fees as defined in the account disclosures provided to you at account opening or thereafter.

Access to Online Banking services is available 24 hours per day. Normal banking hours are listed on the Bank's website at [www.fsnb.net](http://www.fsnb.net).

Due to events that are beyond the Bank's control, there may be occasions that online services are not available. Such events may include, but are not limited to weather conditions, natural disasters, fires, floods, equipment failure, malicious internet attacks, required equipment maintenance and others. The Bank will work to restore such services as quickly as possible.

The terms of this agreement in no way replace, invalidate or supersede the terms contained in the initial account disclosures provided to you at account opening or thereafter.

## **EQUIPMENT AND SOFTWARE REQUIREMENTS**

Any personal computer with the ability to access the internet can be used to access Online Banking. It is strongly recommended that you have a personal computer with a secure browser which supports 128-bit, U.S. security level encryption. You do not need any special software. In regards to disclosures that may be provided to you electronically, generally, your personal computer will be capable of opening these disclosures in PDF format. If your computer is not equipped to view a PDF document, you can download Adobe Reader from the internet to your computer. This will allow you to open and view the documents. Further, these documents may be printed using your printer and computer.

You should be aware that the minimum requirements of equipment and software needed to use these services may change from time-to-time as required by law, by service providers or as the result of changes in technology. You are responsible for maintaining appropriate equipment and software needed to support the use of these services and making necessary upgrades if and when the requirements change.

## **SECURITY / PASSWORDS**

You are responsible for the maintenance, protection and confidentiality of any passwords and account information related to Online and Mobile Banking services and related devices. Your password will be determined by you and is not accessible by the Bank or its employees. It is strongly recommended that you do not authorize the use of your password, or the access of your account information, or your mobile banking device to another person, unless that person is acting on your behalf in a lawful fiduciary capacity. If you do authorize any other person to use your password, you do so at your own risk. Attempts to access your account(s) using an incorrect password may cause your account to be locked from additional attempts. This is designed to protect you from unauthorized attempts by others to access your account. To re-establish access to your account, contact the bank immediately by calling (866) 602-3762. Any such requests will be processed during normal banking hours.

You should review your account statements promptly after they are provided to you and ensure no unauthorized transactions have occurred. In the event unauthorized transactions have occurred, or if you have any knowledge of attempts of unauthorized transactions to your account(s), you should contact the Bank immediately. This may help you to reduce the amount of liability that you may be responsible for. Refer to your original account disclosures for specific details regarding unauthorized transactions.

In the event you lose your password, or someone has stolen your password, you must contact the bank immediately by calling (866) 602-3762.

**PLEASE REMEMBER THAT THE BANK WILL NEVER ASK YOU FOR YOUR PASSWORD, PIN OR ACCOUNT NUMBERS BY CALLING YOU ON THE PHONE, E-MAILING YOU OR TEXT MESSAGING. NEVER GIVE THIS INFORMATION OUT UNLESS YOU HAVE VERIFIED THE AUTHENTICITY OF THE REQUEST. IF YOU DO, YOU MAY INCUR RISK OF LOSS IN YOUR ACCOUNT.**

## **ONLINE BANKING SERVICES PROVIDED**

Online services provided by the Bank consist of a secure remote account access service provided to our customers worldwide through the Internet. Customers enrolling for this service can view their accounts, make transfers between their checking and savings accounts, make payments on loans maintained at the Bank, and other miscellaneous features, including access to Online Statements, Online Bill Pay and Mobile Banking. These services are discussed in more detail below.

### **1. Online Bill Pay**

Online Bill Pay services allow you to efficiently pay bills online and direct such payments from your designated account to third parties you wish to pay. Online Bill Pay must be linked to an eligible First Southern deposit account. All payments you make will be deducted from the deposit account you designate. All payments you wish to make must be in U.S. Dollars and made payable to payees located in the continental United States. We reserve the right to restrict certain types of payments using this service from time to time. The number of payments may be limited by the type of account linked to Online Bill Pay. The Bank is unable to process tax payments or court directed payments where additional documentation may be required. You should also not use this service to make payments to settle securities purchases or payments to interest bearing accounts. Payments for these payees are your sole responsibility if delayed or improperly processed or credited.

You should allow a minimum of seven (7) business days prior to the due date of a bill for payment processing. You will be fully responsible for all late charges, finance charges or other actions taken by the payee. When the due date falls on a non-business day, you should select a payment delivery date prior to the due date to allow for adequate processing time. When a payment instruction is received, you are authorizing us to remit payment from your account to the payee on your behalf.

Among other reasons, the Bank incurs no liability for the following circumstances:

- The payment processing system, internet connections, phone lines or other hardware, software mechanisms are not working properly or for any other reason you do not have internet service;
- The payee does not process a payment timely or correctly;
- You do not post a payment to the payee in sufficient time to allow adequate processing prior to the due date;
- Your account(s) does not contain sufficient funds to cover the transaction amount, or the transaction(s) exceeds overdraft limits or transfers from other accounts, if applicable. This also includes holds placed on the account for uncollected funds, funds not available for legal reasons, or other reasons why funds cannot be released from the account(s);
- You have provided incorrect or inaccurate information regarding the address, account numbers, phone numbers, or other information for payees;
- Circumstances beyond the control of the Bank such as, but not limited to floods, fire, other weather related instances that prevent the Bank from processing the payment, provided the Bank has taken reasonable steps to avoid such circumstances; or
- Any other circumstances beyond the control of the Bank or its service providers.

The bank shall incur no liability for fees, late charges, interest, penalties, attorney's fees or other amounts incurred by you because of your failure to allow sufficient time for processing and delivery of a payment. Unless allowable by law, the Bank shall not incur any liability under any circumstance for indirect or consequential damages incurred by you including lost profits, credit standing or other costs or damages even if we are advised in advance of such damages. If you submit a payment in error, please contact the Bank immediately.

## **2. Mobile Banking**

Mobile Banking is offered as a convenient and supplemental service to your banking with us. It is not intended to replace other methods you use for managing your accounts and services with us.

Mobile Banking features and services may vary depending on the method of Mobile Banking we offer, the method you select and the capability of your device(s). Three methods of using Mobile Banking are available - Text Message Banking, Mobile Web Banking and Mobile App. Text Message Banking allows you to access account balance and view recent activity on eligible accounts via text messages to and from your device. Mobile Web Banking provides a method of accessing your Online Banking information via your internet-connected mobile device through its native web browser. Mobile App is a program available for download for eligible smart devices. The bank offers its Mobile Apps for download via the Apple iTunes Store and the Google Play Store. With the Mobile App, eligible users may access account balances, posted transaction information, make transfers between eligible accounts, view and get directions to First Southern locations, active/deactivate your First Southern Debit Card, mobile deposit capture, receive security alerts, view check images and other services.

### **COSTS**

Mobile Banking requires web browsing capabilities and internet connectivity. First Southern does not charge a fee for Mobile Banking, but you are responsible for providing internet connectivity through a personal / shared public wireless connection or through your mobile carrier. Additional fees from your wireless provider may apply.

### **ENROLLMENT**

To enroll in Text Message Banking, visit [www.fsnb.net](http://www.fsnb.net), navigate to the *Text Message Banking* page, select the *Sign up for Text Message Banking* link and complete the form.

No enrollment is necessary for Mobile Web Banking if you are an existing customer and Online Banking user. Simply visit [www.fsnb.net](http://www.fsnb.net) from your mobile device, select *Login* and proceed to login using your Online Banking credentials. If you are an existing customer, but not an Online Banking user, you may enroll two ways – via our website at [www.fsnb.net](http://www.fsnb.net) or through our Mobile App available on the Apple iTunes Store or Google Play Store. If you are not a customer, please stop by your local branch or call (866) 602-3762 to get started.

To utilize the bank's Mobile App, download the App from your App store. Once downloaded, you will be prompted to log in using your Online Banking credentials each time the app is launched. Non-Online Banking customers may self-enroll at [www.fsnb.net](http://www.fsnb.net) or directly from the Mobile App. Customers have the option to create a four digit code (PIN) to access the App without requiring you to enter your username and password. You agree to handle your PIN with the same security as described of your password.

### **KEEPING YOUR INFORMATION CURRENT**

You agree that you will keep your personal contact information current, including your e-mail address, as it's used for import account and security alerts.

### **CARD ON/OFF FEATURE**

The Mobile Banking App provides a feature that allows you to control when your First Southern National Bank debit or ATM card is able to withdraw funds at an ATM, or in the case of the debit card, authorize debit card transactions. Within the Mobile App, you can turn your card OFF, which will deny future card transactions (ATM and point of sale). Any previously authorized transactions will be paid, and any recurring transactions you had previously set up will still occur. Turning your card OFF will not affect your checks, mobile or internet transfers, bill payment or any other types of transactions in your Account. Within the App, you can turn your card ON. Within seconds, your card will allow ATM withdrawals and, for debit cards, point of sale transactions. This feature does not alter your obligation to notify us or your liability for unauthorized transfers as explained in the following Electronic Fund Transfers disclosure.

## TRANSFERS

You may use certain Mobile Banking methods to transfer funds between eligible First Southern accounts and accounts at other financial institutions. If you submit your transfer request prior to the transfer deadline established by the Bank for Mobile Banking transfer services ("Mobile Transfer Cutoff Time"), you will initiate an immediate Transfer via Mobile Banking and your transfer will be posted that day. Mobile Transfer Cutoff Times may be different than other transfer cutoff times. Transfers initiated after the Mobile Transfer Cutoff Time are treated as made the next Business Day. To determine what the current Mobile Transfer Cutoff Time is, please call the Bank.

You must have sufficient funds available in the selected account at the time the transfer request is received; otherwise the transfer will not be completed. Each Transfer from a Savings account using Mobile Banking is counted as one of the 6 limited transactions permitted each month. Each Transfer from a Money Market Deposit Account using Mobile Banking is counted as one of the 6 limited transactions permitted each statement cycle. Each transfer using Mobile Web also counts towards the limited number of transfers allowed before fees are assessed. You should review your account disclosures provided to you when the account was opened for more information regarding applicable fees, or you may contact the bank for more information. You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing the transferred funds.

The Bank will incur no liability for transactions that are not properly processed due to circumstances beyond the Bank's control such as, but not limited to (I) poor or no service connection on your phone (II) inadequate connections due to the failure of your phone carrier, or (III) your failure to use your phone properly.

## MOBILE DEPOSIT

Mobile Deposit allows you to deposit checks electronically, via First Southern National Bank's Mobile Apps, eliminating the need to make a physical bank deposit. At our discretion, we may establish limits on the amount and / or number of deposits that you may submit using Mobile Deposit and may modify those limits at any time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be in subject to the terms of this agreement, and we will not be obligated to allow such deposit at other times.

In order to enroll in this service, you must be designated as an authorized signer or owner of a First Southern National Bank account (the "Account") that is eligible for this service and be approved by the bank.

You agree to maintain the Account in good standing and comply with the requirements and restrictions set forth in these Terms and Conditions.

First Southern does not charge a fee to use the Mobile Deposit service; however, we reserve the right to adjust fees at any time.

Mobile Deposit allows you to deposit most U.S. consumer and business checks; however certain checks are not supported through the remote deposit channel. These items include but are not limited to: third party checks, foreign checks, substitute checks, government bonds, and checks payable in a medium other than U.S. Dollars, U.S., state or other savings bonds.

- You are responsible for inspecting both the physical check items and check images as they appear on the screen of your mobile device. Because some physical security features on the actual checks, such as watermarks, may not survive the imaging process, you must manually examine checks prior to transmission to the bank to verify their authenticity.
- Additionally, when depositing a check via Mobile Deposit, you are required to examine check images to ensure the payee name, amount, signature and other important pieces of information are legible and in accordance with the physical check. If they are not, cancel the photograph and take a new photograph of the item.

- Any original paper check items that remain illegible after repeated scanning/photographing attempts must be physically deposited at First Southern National Bank.
- You should regularly inspect your mobile image camera to ensure that it is operating optimally. Please refer to the user manual of your mobile device for instructions on equipment cleaning and care.

#### *MICR Lines on the Check*

The bottom of your check contains numeric information that identifies the bank the check is drawn on, the account number and the check number. This information is known as the MICR line (Magnetic Ink Character Recognition). A MICR defect, such as a tear in the MICR line, or markings over the MICR line may inhibit the scanner or mobile phone's ability to read this information. If you receive error messages indicating that the mobile phone is unable to read the MICR line, the check with defects in the MICR line must be physically deposited at the branch or ATM.

#### *Marking Electronically Deposited Checks as Deposited*

To help ensure that an electronically deposited check is not processed multiple times, either as an electronic item and/or a physical check, First Southern requires that you endorse the check with your signature and with the written words "for mobile deposit only" on the endorsement line of the check to indicate that it will only be deposited electronically. First Southern may refuse to accept items which are not endorsed in this manner. Marking a check in this way will also allow you to easily recognize an item that has been photographed and deposited.

#### *Check Safekeeping, Retention and Destruction*

- Check storage and the destruction of items processed through Mobile Deposit is your responsibility.
- First Southern requires that Mobile Deposit customers use commercially reasonable methods to securely store all source documents and all related banking information until destruction. To help ensure that checks are not electronically processed more than once, or physically deposited at the bank after being electronically deposited, procedures should be established to ensure that only you or another account owner has access to these checks during the retention period.
- First Southern recommends retention of the checks for at least 90 days after the deposit is made. All items must thereafter be destroyed, marked "VOID" or otherwise render it incapable of further transmission, deposit or presentment after 90 days. Cross-cut shredding is strongly recommended for check destruction.

If you believe you may have deposited a check item more than once, please contact First Southern National Bank immediately at (866) 602-3762. Do not re-scan/photograph the items.

#### *Processing Your Electronic Item(s) / Availability of Funds*

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Federal Holidays. **If you transmit your Electronic Item(s) to First Southern before 4:00 p.m. EST (the "Cut-Off Time") on any business day, we shall review and process your Electronic Item(s) on that business day.** If you transmit your Electronic Item(s) to us after the Cut-Off time on any business day, we shall review and process your Electronic Item(s) on the next business day. Your Electronic Item(s) is deemed to have been received by the Bank when the service generates a confirmation message.

#### *Exception Items*

Each business day, on which we review and process your Electronic Item, we will use reasonable efforts to review each Electronic Item and to reject any Electronic Item that we in our sole discretion determine to be ineligible for the service (each, an "Exception Item"). "Exception Item" includes, without limitation, an Electronic Item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Item or (c) is drawn on banks located outside the United States and is not payable at or through a bank located within the United States. We will notify you of each Exception Item through Online Banking Secure E-mail or other communication channels at our discretion. If you wish to attempt to deposit any Exception Item to your account, you shall do so only by depositing the original

paper item on which the Exception Item is based or otherwise agreed between us. Even if we do not initially identify an Electronic Item as an Exception Item when we review and process the Electronic Item to which the Exception Item relates, the Electronic Item, substitute check or the purported substitute check created by us from it may nevertheless be returned to us because, among other reasons, the Paying Bank determines that such item or check is illegible or missing an image. Our failure to identify an Exception Item shall not preclude or limit your obligation to First Southern National Bank.

#### *Chargebacks*

All checks posted to your account through Mobile Deposit are posted subject to our receipt of final payment by the payor bank. Upon receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited is charged back to us for any reason, you authorize us to charge any of your accounts without prior notice and at any time, for the amount of the returned item, our return fee, any interest paid on that item, and any other fee we pay or incur. We reserve the right to refuse any item for deposit into your account as well as the right to withhold the availability of funds as per the Terms and Conditions of your account agreement.

#### *Deposits to the Account*

Subject to our right to identify and reject Exception Items, we shall be deemed to have accepted each Electronic Item that is not an Exception Item for deposit to the account on the business day that we process the Electronic Item, provided its transmission to us is prior to the Cut-Off Time. In addition, an Electronic Item will be deemed to have been deposited at the office where the account is maintained.

#### *Termination of Service*

First Southern National Bank reserves the right to terminate this service at any time and without notice, if in the Bank's sole discretion, the Bank determines that customer has abused the service or the Bank will suffer a loss if the service is not terminated immediately.

#### *Warranties*

Failure to protect your hardware and security credentials may allow an unauthorized party to access the service and transmit an electronic item for deposit. All uses of the service through your security credentials will be deemed to be authorized by you and be binding upon you. You assume the entire risk for the fraudulent or unauthorized use of your security credentials. You agree to (I) Exercise responsible behavior when using the service, (II) follow the instructions and recommendations that First Southern provides you with respect to the service and (III) use maximum caution in protecting your hardware and security credentials from unauthorized access. You agree to notify the Bank immediately if you become aware of any loss, theft of or any unauthorized use of the service or your security credentials.

You will use the service only for paper items that are payable to and endorsed by you.

You will properly secure all hardware you use in connection with the Service including, but not limited to, securing the hardware with Security Credentials to prevent unauthorized use. You will maintain control over and be responsible for secure retention, storage and destruction of original paper items for which you have created an Electronic Item. After transmitting the Electronic Item to us, you will retain the original paper items as discussed in the Check Safekeeping, Record Retention and Destruction section of this document.

#### *Alert Services*

Certain alerts within the Mobile App are designed to call your attention to changes in the access configuration. We strongly encourage you to enable these security alerts and notify us immediately if you are made aware of any change which you did not initiate.

You may use the Mobile Banking Alerts to notify you of certain information. The alerts we make available through Mobile Banking may change from time to time. You may receive alerts through e-mail or by text message. The methods we make available to receive alerts may change from time to time. Not all of your Accounts may allow for alerts. Receipt of any alert may be delayed or prevented by factor(s) affecting your Internet service provider(s), phone operator(s) and other relevant entities. We neither guarantee the

delivery nor the accuracy of the contents of any alert. First Southern will not be liable for losses or damages arising from (a) non-delivery, delayed delivery or incorrect delivery of any alert; (b) inaccurate content in an alert; (c) your use or reliance on the contents of any alert for any purposes. We reserve the right to terminate any request from you, for any alert, at any time. You may also call us at (866) 602-3762 for assistance with alerts.

### *Safety and Security*

In addition to the terms and conditions in other sections of this Agreement and your responsibilities in the Electronic Fund Transfers Provisions section below, you agree to monitor your account and important account information through Online Banking, periodic statements for your account, if applicable, and important notices about your account delivered by us electronically or by mail, in addition to any services or information you may receive through Mobile Banking. You agree to keep informed of any changes to Mobile Banking by regularly visiting our website. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your password or other access information to any other person. If you do, we will not be liable for any damage resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your account. You agree to notify us immediately if you lose, or change or cancel the number of your registered device. If you believe that someone may have unauthorized access to your Mobile Banking, you agree to cancel your Mobile Banking associated with the device immediately. You agree to comply with all applicable laws, rules and regulations in connection with Mobile Banking. The Bank makes no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk, and you are responsible for compliance with local laws. If your password is lost, stolen, or your number is changed, you should contact the bank immediately at (866) 602-3762.

For details concerning electronic funds transfer (EFT) provisions, you should refer to your original account disclosures provided to you at account opening, or contact the Bank at (866) 602-3762 if you would like to receive an additional copy.

### **3. SimpleView: Personal Finance Manager**

With our personal finance manager service, SimpleView, you may monitor your financial account relationships from your accounts at First Southern National Bank or from any other account held by you at another financial institution, referred to in this agreement as "Accounts", assuming, that the financial institution has the ability to and permits you to release your financial information to SimpleView and First Southern National Bank.

In addition to the other content in this agreement, if you decide to use SimpleView, you acknowledge and agree to the following terms and conditions of service.

1. INTRODUCTION: "Account" means any of your accounts at First Southern National Bank or any other account held by you at another financial institution. "SimpleView" and / or "Service" means the personal finance manager service that First Southern National Bank makes available through Geezeo.com. The Service includes analyzing your personal finances through the Account information you provide and the impact of various strategies on them.
2. INFORMATION AUTHORIZATION: We reserve the right to obtain such additional information as we deem reasonably necessary to ensure that you, or financial institutions holding your accounts, are not using our Service in violation of law, including, but not limited to, laws and regulations designed to prevent "money laundering".  
First Southern reserves the right, in its sole discretion, to determine if you are eligible and approved for the Service. If you are approved for the Service, we shall verify the Accounts that you add to the Service. You authorize us to validate the Accounts. Once the validation is



complete, we may also verify Accounts by requiring you to submit proof of ownership of the Account.

3. **USER CONTENT:** By submitting Content, you represent that you have the right to grant such content license to us for the purposes set forth in this agreement. Please refer to the First Southern National Bank Privacy Policy located on our website for further information.
4. **ACCOUNTS:** You understand and agree that, at all times your relationship with us and each Account provider is independent of us and your use of the Service. We will not be liable or responsible for any acts or omissions by the financial institution or other provider of any Account, including without limitation any modification, interruption or discontinuance of any Account by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ARE COLLECTING INFORMATION RELATED TO THE SERVICE FROM ANY OF YOUR ACCOUNTS, WE ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. YOU AGREE THAT WE, OUR AFFILIATES AND PARTNERS SHALL BE ENTITLED TO RELY ON THE FOREGOING AUTHORIZATION, AGENCY AND POWER OF ATTORNEY GRANTED BY YOU.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES, OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS; (5) THE ACTIONS OR INACTION OF ANY OTHER FINANCIAL INSTITUTION OR OTHER PROVIDERS OF THE ACCOUNTS.

Not all types of accounts are eligible for the Service. Be sure to check with your financial institution for restrictions regarding your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from the provider of your Account or those imposed by applicable law.

5. **ELECTRONIC COMMUNICATIONS:** The Service is an electronic, Internet based-service. Therefore, you understand and agree that this Agreement will be entered into electronically, and that the following categories of information (“Communications”) may be provided by electronic means:
  - This Agreement and any amendments, modifications or supplements to it.
  - Your records of funds transfers and other transactions through the Service, including without limitation confirmations of individual transactions.
  - Any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by federal or state law.
  - Any Customer Service communications, including without limitation communications with respect to claims of error or unauthorized use of the Service.
  - Any other communication related to the Service.

Although we reserve the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format are considered to be in writing. You should print a paper copy of this Agreement and any electronic Communication that is important to you and retain the copy for your records. If you do not agree to receive this Agreement or the Communications electronically, you may not use the Service.

6. **PRIVACY POLICY AND CONFIDENTIALITY:** We regard your privacy and security with the utmost importance, and we are absolutely committed to safeguarding any information that you share with us. In order to provide the Service, we must obtain from you certain personal information about you, your Accounts, and your transactions (referred to herein as “User

Information”). You represent that you have the right to provide such User Information and that you give us the right to use the User Information in accordance with our privacy policy.

All of your personal and financial information will be placed on a secure portion of our website. We have multiple levels of security that have been designed especially for us.

7. **BUSINESS DAYS:** The Service will monitor transactions on business days. Business days are Monday through Friday.
8. **AUTHORIZATION AND LIMITATIONS:** You authorize us to access your personal financial information for each account you request to include in the Service.
9. **SUSPENSION AND REINSTATEMENT OF THE SERVICE:** In the event that we at any time incur a problem with your use of the Service, including, without limitation, attempting to include Accounts you are not authorized to access, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend or terminate your right to use the Service immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect ourselves from loss. In the event of such suspension, you may request reinstatement of the Service by contacting us using any of the methods provided for under the Agreement. We reserve the right to, at our discretion, grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Service subject to other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Service, we at our sole discretion may thereafter restore your ability to use the Service.
10. **YOUR RESPONSIBILITY FOR ERRORS:** You understand that we must rely on the information provided by you and you authorize us to act on any instruction, which has been or reasonably appears to have been sent by you. You understand that financial institutions receiving your request for the release of information may rely on such request through the Service. We are not obligated to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that, if you provide us with incorrect information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such Account but you acknowledge and agree First Southern National Bank shall have no liability for any and all losses resulting, directly or indirectly, from any of your errors, duplication, ambiguities or misinformation in the information that you provide.  
  
You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.
11. **PROPRIETARY RIGHTS:** You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer, or reverse compile the Service.
12. **NO UNLAWFUL OR PROHIBITED USE:** As a condition of using the Service, you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

13. **SECURITY PROCEDURES:** You understand that the financial institution at which an Account is maintained may contact us to verify the content and authority of instructions and any changes to those instructions. You understand that, as your agent, we may provide to such financial institution such information as may be required to verify the instructions and as may constitute a valid security procedure under the rules governing such Account.
14. **DEVIATING FROM SECURITY PROCEDURES:** You agree to allow us to authorize any financial institution at which you have an Account to accept instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition, you agree that we may authorize such financial institutions to release your Account information based solely on these communications.
15. **ACCOUNT NUMBER POLICY:** If instructions identify a financial institution or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers.
16. **MEANS OF TRANSFER:** You authorize us to select any means we deem suitable to provide your instructions to the applicable financial institution. These choices include banking channels, electronic means, mail, courier, or telecommunications services, intermediary banks and other organizations. You agree to be bound by the rules and regulations that govern the applicable systems, such as the automated clearing house (ACH) as published by the National Automated Clearing House Association (NACHA).
17. **OUR LIABILITY:** If we fail to provide the Service in accordance with the terms and conditions of this agreement, we shall be responsible for correcting improper Account information. We are not responsible or liable for incomplete, incorrect, failed or late Account information due to any other financial institution system failures, errors or mistakes. Except as otherwise required by law, we shall in no other event be liable for any losses, fees, overdraft charges or damages other than those arising from our breach of a representation or warranty provided herein.

You agree that your use of the Service constitutes authorization for us to obtain information related to your Accounts. You understand and agree that we are not liable under any circumstances for any losses or damages, directly or indirectly, if, you suffer a loss based on the accuracy of information provided to you through SimpleView.

You also understand and agree that we are not responsible to the extent performance is prevented or delayed due to causes beyond such party's reasonable control and without its negligent or willful misconduct, including without limitation acts of God, natural disasters, terrorist acts, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third party nonperformance or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.

18. **LIMITATION OF WARRANTY AND LIABILITY:** YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED AS-IS. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY, OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION,

DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE WEBSITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS: AND, WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT THE SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. INDEMNIFICATION: You agree to indemnify, defend and hold harmless First Southern National Bank, our affiliates, partners, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney's fees) arising directly or indirectly from: (a) your use of the Service; (b) our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, (c) your negligence or intentional conduct; (d) your violation or breach of the terms under this Agreement including, but not limited to, any breach which results in the unauthorized and/or non-permissible use of information obtained via First Southern's Online Banking Service or SimpleView; and / or (e) your infringement, or infringement by any other user of your account(s) at our website, of any intellectual property or other right of any person or entity.
20. MISCELLANEOUS: You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability, and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. Our failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of this Agreement.

The most current version of this Agreement as it appears on our website, including any amendments that we may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Service. This Agreement may be amended, or any of our rights waived, only if we agree in writing to such changes, or you continue using the Service following receipt of notice of any changes proposed by us. All notices to you shall be in writing and shall be made either via e-mail, conventional mail or messages delivered through the Services, at our discretion. Regardless of your receipt of e-mail notification, you agree that our posting of the Amendment on the Online Banking Website constitutes delivery of your amendment notice. All notices to us must be made in writing and sent to us at First Southern National Bank via registered or certified mail.

We may assign this Agreement to any affiliate, parent or other company. We may also assign or delegate certain of the rights and responsibilities under this Agreement to such third parties as we may elect upon notice to you whereupon we shall be released from any and all further liability or responsibility related thereto.

You may not assign any of your rights under this Agreement, except with the prior written consent of First Southern National Bank. You are prohibited from any and all assignments of rights under this agreement, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. You may not delegate any performance under this Agreement. Your purported assignment or delegation of any rights of performance are in violation of this agreement and void.

We reserve the right to amend or cancel any of the provisions of this Agreement, including changes to any fees, costs, or assessments. We may amend or cancel any provision or charge by disclosing the change in writing or electronically, and, at our option, by sending notification to the e-mail address recorded during your Online Banking enrollment. You may choose to accept or decline amendments, cancellations or changes by continuing or discontinuing the accounts or services to which these changes relate, at your option. Regardless of your receipt of e-mail notification, you agree that our posting of the Amendment on the Online Banking Website constitutes delivery of your amendment notice. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations.

21. **VIRUS PROTECTION:** First Southern is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC using a reliable virus product to detect and remove any viruses. Undetected or un-repaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.
22. **TERMINATION:** You may terminate the use of Online Banking or any service within Online Banking by contacting First Southern National Bank in writing by mail, e-mail or personal delivery. If your account is closed or restricted for any reason, Online Banking accessibility will automatically terminate. First Southern may terminate this agreement any time with or without notice.
23. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect. This Agreement shall take effect immediately upon the acceptance of your application for the Service by us.
24. **THIRD-PARTY BENEFICIARIES:** This Agreement is for the sole and exclusive benefit of First Southern Customers and is not intended to benefit any third party. Both you and the Bank acknowledge and agree that any party that licenses the Software to the Bank, directly or indirectly through one or more sub-licensees, is a third party beneficiary to this Agreement with respect to those provisions dealing with use and protection of intellectual property.
25. **ENTIRE AGREEMENT:** This Agreement, the Exhibits and schedules to this Agreement (as may be amended from time to time), constitutes the entire agreement between you and the Bank with respect to the subject matter hereof, supersede any prior agreements between you and the Bank with respect to the subject matter hereof, and shall be binding upon the Bank, you and their respective successors and permissible assigns. In the event of any inconsistency between this Agreement and the Documentation or any Account Agreement, this Agreement will govern.

## **CHANGES IN TERMS OR OTHER AMENDMENTS**

The bank reserves the right to change the terms and conditions of this agreement from time to time without further notification to you. In the event such change results in a decline in the services offered to you or the frequency of such services, an increase in fees for using such services, or an increase in your responsibility for unauthorized transactions, the Bank will notify you thirty (30) days in advance of such change. If the change is necessary for the security of these services and the protection of either the Bank or your accounts, and such security is jeopardized by waiting for the thirty (30) day period to elapse, the Bank may make such changes without prior notification to you. In such cases, you will be notified within thirty (30) days after the change.

## **TERMINATION OF SERVICES**

You are responsible for complying with all the terms and conditions of this agreement. These services may be terminated without further notice to you if you fail to comply with any terms and conditions of this agreement, you fail to pay required fees associated with your account as shown in the initial or subsequent account disclosures provided to you, or if your account is not maintained in good standing. If you have not logged into your Online Banking services for an extended period of time (90 days or more, but may change from time to time at the bank's option), we may cancel these services. To reinstate the services, you need to contact the Bank or reapply online.

## **BANK CONTACT INFORMATION**

You may contact the Bank by calling (866) 602-3762 or by writing to First Southern National Bank, P.O. Box 328, Stanford, Kentucky 40484-0328. You may also contact us on our website at [www.fsnb.net](http://www.fsnb.net).

## **GOVERNING LAW**

This Agreement will be governed by and construed in accordance with the laws of the United States of America and the laws of the Commonwealth of Kentucky, without regard to Kentucky's conflict of law provisions.

## **WEBSITE OWNERSHIP**

The content, design, images and offers on the Bank's website and associated with these Online and Mobile services are owned and copyrighted by First Southern National Bank, its affiliates or third-party service providers. The reproduction or distribution of this material is strictly prohibited.

## **INDEMINIFICATION**

You shall indemnify and hold harmless the Bank, its officers, employees, directors, suppliers, and agents, in their individual capacities or otherwise, from and against any losses arising out of: (I) your negligence, (II) your failure to comply with applicable law, or (III) your failure to comply with the terms of this agreement.

## **ELECTRONIC DELIVERY OF DISCLOSURES**

In conjunction with using Online Banking services offered by the Bank, certain disclosures associated with these services or your accounts may be delivered, or made available to you in an electronic format. Such formats may include, but are not necessarily limited to e-mails, text messages or disclosures made available by accessing the Bank's website at [www.fsnb.net](http://www.fsnb.net).

These disclosures may include the following:

- Monthly account statements
- Deposit account disclosures
- Notices regarding changes in account terms and fees
- Privacy notices
- Holds Notices
- This Terms and Conditions Agreement for Online and Mobile Banking services

Generally, any personal computer will be capable of opening these disclosures in PDF format. If your computer is not equipped to view a PDF document, you can download Adobe Reader from the internet to your computer. This will allow you to open and view the documents. Further, these documents may be printed using your printer and computer.

You have the right to withdraw your consent to receive electronic disclosures, and begin receiving disclosures in a paper format. There may be additional fees associated with paper delivery of disclosures. In order to withdraw your consent to receive electronic disclosures, you must contact the Bank by e-mail at [info@fsnb.net](mailto:info@fsnb.net).

You may also specifically request a paper copy of a disclosure, without terminating future deliveries of electronic disclosures, by contacting the Bank. Certain fees may apply to this request. You also agree, in order to continue receiving disclosures electronically, to notify the Bank of changes in your e-mail address, mobile phone number or any other change in the delivery system used. Any termination of Online Banking services, either by you or the Bank, may also terminate delivery of disclosures in electronic format. In such cases, delivery will be made to you in paper form and may result in additional fees. You should print or save a copy of all disclosures delivered electronically. In the event you need an historical copy of a disclosure, please contact the Bank as shown above.

**BY USING FIRST SOUTHERN'S ONLINE OR MOBILE BANKING, YOU AGREE TO THE FOLLOWING:**

- **TO ACCEPT AND COMPLY WITH ALL OF THE TERMS AND CONDITIONS OUTLINED IN THIS AGREEMENT.**
- **TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT IN ITS ELECTRONIC FORMAT.**
- **TO RECEIVE OTHER ACCOUNT DISCLOSURES WHICH MAY BE PROVIDED TO YOU FROM TIME TO TIME IN AN ELECTRONIC FORMAT.**

**IF YOU WISH NOT TO AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE CANCEL OUT OF THIS PROCESS.**