



ONLINE BANKING AGREEMENT

Online Banking Agreement. This Online Banking Agreement and Disclosure ("Agreement") governs the use of our Online Banking Services ("Online Services") and serves as the agreement between you and First National Bank of America. It is important that you read and understand the terms and conditions provided in this Agreement before you accept its terms. Your use of Online Services constitutes your acceptance and agreement to the terms and conditions of this Agreement as well as any other terms made available to you using Online Services. Additionally, your use of any Online Services that we introduce in the future constitutes an acknowledgment and agreement to the terms and conditions associated with those Online Services. Any agreements, amendments, notices, periodic statements and other communications may be provided to you in electronic format if you have authorized that format of delivery. If you have any questions about this Agreement, contact us prior to acceptance.

DEFINITIONS.

- 1.1 The terms "you," "your," "authorized user," and "account owner" refer to the account owner, authorized signers, or individuals authorized by the account owner to access Online Services. The terms "we," "us," and "our" refer to First National Bank of America, the financial institution.
- 1.2 "Account" refers to your account(s) with us that you have designated for Online Services access and that we allow to be included under these Online Services. The type(s) of account that may be designated for Online Services include consumer deposit accounts, such as Checking/Share Draft, Savings, Money Market, and Certificate accounts. You must be an account owner/authorized signer for each account that you designate and each account must permit withdrawal by a single signer.
- 1.3 "Login Credentials" refers to Online Identification (ID) and Personal Identification Number (PIN): Online Banking access may be made by personal computer. Once enrolled, you may opt to sign up for Mobile Banking as well. Your first access to Online Banking requires the use of a unique ID and password (collectively, the "login credentials"). Your use of the login credentials will be deemed by us to be valid and authentic and you agree that any communications to us under your login credentials will be given the same legal effect as written and signed paper communications. You agree that electronic copies of communications are valid and you will not contest the validity of the originals, absent proof of altered data or tampering.
- 1.4 "Disclosures" refer to any regulatory disclosures provided to you at the time of depository account opening, such as the Truth In Savings Disclosure, Funds Availability Disclosure, Electronic Fund Transfer Disclosure (and Agreement), Privacy Disclosure, Substitute Check Policy Disclosure, as well as any Schedule of Fees for Personal Accounts.
- 1.5 "Business Day" refers to the financial institution's hours of operation for the purpose of conducting banking business: Online and Mobile banking services are available 24 hours a day, 7 days a week. However, we only post transactions and update account information on business days. For purposes of these disclosures, our online transfer business days are Monday through Friday. Holidays are not included.
- 1.6 "Check Image" refers to the digital image of any check/share draft you transmit to us using Remote Deposit Capture.
- 1.7 "Item" refers to the definition provided in Article 4 of the Uniform Commercial Code: an instrument of a promise or order to pay money handled by a bank for collection or payment. The term does not include a payment order governed by Article 4A or a credit or debit card slip.
- 1.8 "Check" refers to the definition provided in Regulation CC – Availability of Funds and Collection of Checks: (1) a negotiable demand draft drawn on or payable through or at an office of a bank; (2) a negotiable demand draft drawn on a Federal Reserve Bank or a Federal Home Loan Bank; (3) a negotiable demand draft drawn on the Treasury of the United States; (4) a demand draft drawn on a state government or unit of general local government that is not payable through or at a bank; (5) a United States Postal Service money order; or (6) a traveler's check drawn on or payable through or at a bank. The term check includes an original check and a substitute check. The term check is also defined as a share draft.
- 1.9 "Original Check" refers to the definition provided in Regulation CC – Availability of Funds and Collection of Checks: the first paper check issued with respect to a particular payment transaction.
- 1.10 "Substitute Check" refers to the definition provided in Regulation CC – Availability of Funds and Collection of Checks: a paper reproduction of an original check that – (1) contains an image of the front and back of the original check; (2) bears a MICR line that, except as provided under ANS X9.100-140, contains all the information appearing on the MICR line of the original check at the time that the original check was issued and any additional information that was encoded on the original check's MICR line before an image of the original check was captured; (3) conforms in paper stock, dimension, and otherwise with ANS X9.100-140; and (4) is suitable for automated processing in the same manner as the original check.
- 1.11 "Record" refers to a writing created, generated, sent, communicated, received, or stored by electronic means.
- 1.12 "Electronic Check" refers to the definition provided in Regulation CC – Availability of Funds and Collection of Checks: electronic image of, and electronic information derived from, a paper check or paper returned check, respectively, that— (1) is sent to a receiving bank pursuant to an agreement between the sender and the receiving bank; and (2) conforms with ANS X9.100-187, unless the Board by rule or order determines that a different standard applies or the parties otherwise agree.

SYSTEM REQUIREMENTS. Online Services provide you with the convenience and flexibility to perform certain banking transactions and functions for designated Account(s) through Internet access on your personal computer or via a wireless handheld device. You must meet the following minimum software and hardware requirements for each device you use to access Online Services: Authorized Users must access Online Services using the latest version of Microsoft Edge, Google Chrome, Apple Safari or Mozilla FireFox. Mobile Authorized Users must access mobile applications from a device that is upgraded to the most recent version of the provider's operating system. If you decide not to maintain such hardware and software, you may cancel Services at any time by contacting Customer Service.

ACCOUNT ACCESS. You may access your Account(s) at First National Bank of America by visiting my.fnba.com. You must follow all necessary instructions and obtain your Login Credentials before gaining access to Online Services. We may also utilize unique identifying information to confirm your identity. Your Login Credentials are used to gain access to Online Services and should be kept confidential at all times. It is recommended that you change your Login Credentials through Online Services, or with the assistance of our customer service, as allowed by our security requirements. There may be additional or optional security measures instituted by us to ensure the security of Online Services.

USE OF PERSONAL INFORMATION. If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

ACCOUNT LIABILITY FOR UNAUTHORIZED ONLINE ACCOUNT USE. Subject to federal and state law and the terms and conditions of this Agreement, you are liable for any transaction or function performed using Online Services, whether made by yourself or someone authorized by you using your Login Credentials. You agree to take all reasonable measures to protect the security of your Login Credentials.

For consumer accounts, Please refer to the Consumer Liability section of your Electronic Fund Transfer Disclosure (and Agreement) for our liability policy. As a precaution, we recommend that you do not send emails or other electronic messages containing confi-dential Account information. You agree to not leave any device unattended while logged into Online Services, and you should never share your Login Credentials with us or anyone else. You understand that we are entitled to act upon any instructions received under your Login Credentials; therefore, you agree to guard and protect your Login Credentials to ensure the security and protection of your Account(s). If you have any concerns or suspicions that an unauthorized person has gained access to your Account through Online Services, we recommend that you change your Login Credentials if possible and notify us immediately.

TRANSACTIONS AND FUNCTIONS OF THE SERVICES. The transactions and functions available through Online Services may include, but are not limited to the following:

- Transfer of funds between Accounts
- Transfer of funds between Accounts on a recurring basis
- Balance inquiry on each Account
- Request or retrieve a copy of a paid check, paid share draft or past statement on the Account
- Change Account(s) and Access Information for Online Services
- Conduct secure email communication with us regarding Online Services
- The use of our Bill Pay Services
- The use of Mobile Banking Services
- Other: Initiate stop payments
- Other: Change your personal identification number (PIN)
- Other: Obtain billing information on your safe deposit box

The above transaction and function capabilities may be available, either all or in part, depending on the Account, customer type or other Online Services limitations. We reserve the right to restrict the use of Online Services for any account type or to impose any other limitation or restriction on the use of Online Services.

ONLINE TRANSACTION FUNDING. In order for us to process an Online Services transfer request, the Account that you have designated for the debit must have sufficient funds to cover the transfer, including any overdraft protection plan coverage, and the funds must be considered available as described in our Funds Availability Policy. Please refer to your Disclosures for any non-sufficient funds fee or other fee(s) that may be assessed. We are under no obligation to you when we have been unable to complete a transfer request due to insufficient or unavailable funds, or due to other circumstances out of our control, such as a system or power failure. If we are consistently unable to complete the requested transfer due to insufficient funds in the designated debit Account, then we reserve the right to cancel the transfer request and to review your Online Services privileges. If you have opted in to overdraft services, please refer to your account opening Disclosures for any overdraft services policies related to funding your accounts and any overdraft fees.

EFFECTIVE TIMING OF TRANSACTIONS. Online Services are available at any time or day, unless the system is undergoing maintenance. The posting of Online Services transactions before 5:00 PM (EST) on a Business Day will post the same day and will be included in the available funds for the receiving Account. Transfers requested after 5:00 PM (EST) on a Business Day or requested on a non-Business Day will post on the following Business Day to the receiving Account and will be considered available funds on that day.

CANCELING A TRANSFER. A one-time transfer is immediate and cannot be canceled. The deadline for canceling a recurring transfer request is three business days. If you have any questions or problems canceling the transfer, please contact us.

COST OF SERVICE. Account transaction fees as stated in any Disclosures and Schedule of Fees for Personal Accounts provided to you remain in effect and are not eliminated or changed with the use of Online Services. You have sole responsibility for any service fees you incur from your telephone, internet, or wireless service providers. When signing up for Online Services, a separate schedule of fees and charges specific to these Online Services will be provided. Personal Accounts – There are no per item or monthly fees to use this service. Business Accounts – \$5.00 per month (10 items or less); \$10.00 per month (11 – 20 items).

BILL PAY SERVICES. You can access Bill Pay Services in the same manner that you access other Online Services by using your Login Credentials and meeting any other security measures that we may institute. You must indicate the Account that is to be considered the designated Account to be debited for your bill-paying activities. If using a money market and savings type account, be aware that the number of transactions allowed may be limited by federal regulation to six per month. You must maintain sufficient available funds in the designated Account to satisfy the expected payment activity.

In order to pay bills, you will need to create a list of payees, providing the information required to log and submit your payments accurately. We require at least 1 days as set-up time for Checks and online payments through Bill Pay Services. If we pay your bill by issuing a Check, we may, at our discretion, send the Check to the payee before the due date you selected. The payee may cash the Check before or after the selected due date. If your account has insufficient funds when the payee cashes the Check and we pay the item on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees. Refer to the Account Agreement for more information. If you fail to take into account our required set-up time and the payment is received by the payee after the due date, we are not responsible for any late charges or other actions that may be taken by the payee due to the late payment. Please make other payment arrangements for the payment that is due and set-up the next payment to that payee through BillPay Services.

We assume responsibility for all reasonable efforts to process your payments through Bill Pay Services in a timely and accurate manner. We accept no liability for any damages you may incur due to insufficient or unavailable funds in the designated Account that may adversely affect payment processing, any inaccuracies in the payee information supplied in regards to this payment, any mishandling or delay in posting by the payee or the payee's financial institution of account, or any system or postal delays or interruptions or any other circumstances out of our control, to the extent allowed by state and federal law and the provisions of this Agreement. Also, contact us immediately if you suspect any security breach of your Login Credentials or any unauthorized activity using Bill Pay Service.

CANCELING BILL PAY SERVICES. You may cancel Bill Pay Services at any time by contacting us via phone, fax, or in any other form or manner acceptable to us. When not canceling in writing or in a Record to us, we may require a Record or writing confirming the Bill Pay Services cancelation. Be aware of any outstanding payments and make arrangements for future payments to the payees. When deleting specific payees only, you may individually delete that payee and retain the Bill Pay Services for any remaining payees.

ADDITIONAL BILL PAY SERVICES INFORMATION. Bill payments have two cut-off times each business day, 3:00 a.m. and 1:00 p.m. EST. Bank-to- Bank Transfers may take up to 48 hours to post. Mobile Deposits submitted and approved after 4:00 pm EST will be posted or acted upon the next business day.

MOBILE BANKING. Mobile Banking services refers to all financial services made available to you and which you may access through the use of a wireless handheld device or mobile phone, including but not limited to, viewing account balances, remote deposit capture, and text message banking.

ACCESSIBILITY AND LIABILITY. Our Mobile Banking services are designed to be available 24 hours each day, 7 days per week. We do not warrant that Mobile Banking services will always function properly or that disruption or suspension of Mobile Banking services will not occur. You agree that we will not be liable for any loss, costs, damages, or expenses resulting from the interruption of Mobile Banking services. You also agree that these Mobile Banking services are separate from any services provided by your wireless service provider. Your wireless provider is responsible for any issues involving your handheld device, your internet access, or any other of its services and products you use to access Mobile Banking services. Standard data and messaging rates, short message service (SMS) fees, and other charges from your wireless provider apply when utilizing Mobile Banking services.

MOBILE DEVICES. You are responsible for providing and maintaining your own wireless handheld device and for ensuring that it is compatible with Mobile Banking services. We are not responsible for any problems you may experience with your equipment or for any damage to your device from the use of Mobile Banking services. You understand that wireless devices may be subject to viruses, and we are not responsible for ensuring your device is protected from these viruses.

TRANSACTION LIMITS. You acknowledge that we may limit the number and frequency of transactions conducted through Mobile Banking services and that we may also place limits on transaction and transfer amounts in our sole discretion.

YOUR LIABILITY. You are responsible for the activity performed through Online Services using your Login Credentials, including any activity performed by others who use your Login Credentials whether or not authorized by you. You also agree to review your Account activity online, through periodic statements or through the use of any other application. If you have any questions or concerns about any Online Services activity, you should contact us immediately.

You acknowledge that you do not own or have any proprietary rights to Online Services and any unauthorized reproduction in whole or in part is strictly prohibited. You agree not to use Online Services to conduct any activity that is illicit or illegal. You agree to comply with all applicable federal and state laws, NACHA Operating Rules, the terms and conditions of this Agreement, and any other Account Agreement or Disclosure by reference, in regards to these Online Services and any transaction or functions performed using these Online Services. In the event of a conflict between this Agreement and any other Disclosure or Agreement provided, the Account Agreement will take precedence over this Agreement.

OUR LIABILITY. We are responsible for taking all reasonable measures to ensure that Online Services are available and functioning optimally, reserving the right to temporarily remove Online Services from access for maintenance or upgrades. We also accept responsibility to process any function or transaction requested by you through Online Services in a timely manner when submitted within the terms and conditions of this Agreement.

The hardware and software specifications for these Online Services are location in the System Requirements section above. We accept no responsibility, and you agree to hold us harmless for any delay or inaccuracy of any transaction or function information due to an interruption or loss of communication in the service provided by your web browser, wireless provide or your system hardware or software, to the extent allowed by state and federal law. We also accept no responsibility, and you agree to hold us harmless for any system virus or other system problem attributable to Online Services or to your internet or wireless service provider.

CANCELING SERVICE. You may cancel any or all of these Online Services at any time by contacting us. Upon cancelation, you agree to immediately discontinue any use of our Online Services, and you agree to remain liable for all transactions performed on your Accounts. We reserve the right to refuse your application for Online Services if your Accounts are not in good standing, and to suspend, restrict or cancel your authorization to use Online Services at any time, at our discretion. We will take reasonable measures to reach you concerning the Online Service cancelation, but are under no obligation to provide you such notice. If Online Services are reinstated, this Agreement will remain in effect.

GOVERNING LAW. The terms and conditions of this Agreement are subject to and governed by the laws of the state in which the account was opened and federal law. The Accounts designated for access through Online Services continue to be governed under this Agreement and the Disclosures provided to you for each Account. We will notify you of any changes as required by law.

SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is found to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

ASSIGNABILITY. We may assign our rights and duties under this Agreement to an affiliate or successor. You may not assign your right and duties under this Agreement at any time.

NO WAIVER. You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege under this Agreement shall effect or preclude our future exercise of that right, remedy, power or privilege.

END USER LICENSE AGREEMENT TERMS OF USE AND PRIVACY POLICY

The primary licensor for the online and/or mobile banking service you are using (the "Service") is Jack Henry & Associates, Inc. (the "Provider"). By enrolling in our Service, you hereby agree as follows:

(I) GENERAL. The Provider is not the provider of any of the financial services available to you through the Service, and the Provider is not responsible for any of the materials, information, products or services made available to you through the Service.

(II) PROVIDER PRIVACY POLICY. Provider may access personal information while you use the Service. Provider may access records held by your financial institution for such information as your phone number, home address or email address. Provider will use this contact information to alert you about Service-related events or actions that require your attention. If you grant permission to use phone information, Provider will use the phone number to pre-populate forms that expect a personal phone number for contacting. If you grant permission to use your device's location, Provider will use the data when checking for nearby branch and ATM locations. If you grant permission to use access photos, media or other files stored on your device, Provider will use that information to add an image to a transaction and add a photo to your profile. If you grant permission to use a camera, Provider will use it when taking a picture to add an image to a transaction or to capture images of a check that is being deposited or to add a photo to your profile. In addition to this Provider Privacy Policy, your financial institution maintains a privacy policy covering the personal and financial information related to your use of the financial institution's services and products, including such information that may be gathered through use of this Service, such as the "Account Information" and "Registration Information" described below. A copy of that privacy policy is available from your financial institution.

(III) SOURCE OF INFORMATION. The Service, at your direction, will retrieve your information maintained online by financial institutions and billers with which you have customer relationships, maintain accounts or engage in financial transactions and other log-in related information ("Account Information"). Provider does not review, verify or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes and reports available Account Information to you. Technical difficulties may result in a failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information is timely only to the extent that it is promptly provided by the third-party sites. Account Information may be more complete or up to date when obtained directly from the third-party sites.

(IV) YOUR RESPONSIBILITY FOR INFORMATION. You are responsible for providing Provider with accurate and updated (as necessary) account numbers, user names, passwords and other log-in related information ("Registration Information") so that the Service is able to access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately.

(V) RIGHTS YOU GRANT TO PROVIDER. By submitting data, passwords, user names, PINs, log-in information, materials and other Registration Information to Provider through the Service, you are voluntarily supplying that content to Provider for the purpose of providing the Service to you. By submitting such information to Provider, you represent that you are entitled to submit it to Provider for use for this purpose, without any obligation by Provider to pay any fees. By using the Service, you expressly authorize Provider to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the Service, you will be directly connected to the website for the third party you have identified. Provider will submit information including user names and passwords that you provide to log you into the site. You hereby authorize and permit Provider to use and store the information submitted by you (such as account passwords and user names) to accomplish the foregoing and to configure the Service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when Provider is accessing and retrieving Account Information from the third-party sites, Provider is acting on your behalf and not on behalf of the third party. You acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using the Service you are assuming those risks.

(VI) CONSENT TO USE OF DATA. You agree that Provider may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Service. Provider may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies.

(VII) DISCLAIMER OF WARRANTY. THE SERVICE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED. YOUR USE OF THE SERVICE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(VIII) LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, PROVIDER'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(IX) GOOGLE ANALYTICS. To assist Provider in maintaining and improving this application, Provider uses Google Analytics to gather information about usage of the Service. For example, it tracks how many visitors the Service has, which screens they spend time on, what kinds of operating systems and devices they use, and how they found the Service. Google Analytics does not track, collect or upload any data that personally identifies an individual (such as a name, email address, account number or billing information), or other data which can be reasonably linked to such information. The information helps Provider improve the performance of this Service for you. For more information on Google's use of the data, please see the website "How Google uses data when you use our partners' sites or apps" located at <http://www.google.com/policies/privacy/partners/>.

(X) MISCELLANEOUS. This End User Agreement constitutes the entire agreement between you and Provider concerning the subject matter hereof. This End User Agreement will be governed by and construed in accordance with the laws of the state of Iowa, excluding that body of laws pertaining to conflict of laws. If any provision of that portion of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this End User Agreement are subject to the exclusive jurisdiction of the courts of Iowa and you expressly consent to jurisdiction and venue thereof and therein. This End User Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.