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Mobile Services Agreement

Terms and Conditions: First Bank & Trust Company

Thank you for using First Bank & Trust Company Mobile Banking combined with your handheld's text messaging capabilities. Message & Data rates may apply. For help, text "HELP" to 96924. To cancel, text "STOP" to 96924 at anytime. In case of questions please contact customer service at 580-336-5562 or visit www.bankfbt.com.

Terms and Conditions

Program: First Bank & Trust Company offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.

Questions: You can contact us at 580-336-5562, or send a text message with the word "HELP" to this number: 96924. We can answer any questions you have about the program.

To stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 96924. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless

Mobile Banking and any software you may obtain from Mobile Banking (“Software”) may not be available at any time for any reason outside of the reasonable control of First Bank & Trust Company or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, First Bank & Trust Company and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively “User Information”). First Bank & Trust Company and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. First Bank & Trust Company and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, “spam,” and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party’s intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by First Bank & Trust Company (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of First Bank & Trust Company or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related

(e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose First Bank & Trust Company, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at http://www.maps.google.com/help/legal_notices_maps.html, or other URLs as may be updated by Google.

Additional Terms

Accepting this agreement. By completing the Mobile Banking set up and Alert templates within First Bank's online banking service, you agree to the terms and conditions herein. First Mobile Banking and First Alert Messenger services shall further be described as "Mobile Banking" throughout this Agreement and all disclosures shall apply to both services. Additionally, by using the services, you also agree to be bound by this Agreement.

b.Description of Services. Mobile Banking is a personal financial information management service that allows you to access your First Bank account information, transfer funds between accounts, make loan payments, send message inquiries, and receive message alerts. Once you have enrolled for the Services through our online banking service, designated accounts linked to your Access ID will be accessible through your mobile phone. We reserve the right to modify the scope of the Services at any time.

c.Use of Services. In order to properly use Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. You also accept responsibility for

making sure that you know how to properly use your Wireless Device. We will not be liable to you for any losses caused by your failure to properly use the Services or your Wireless Device.

d.Relationship to Other Agreements. You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider (i.e., AT&T, Alltel, etc.), and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions that might impact your use of Mobile Banking (such as text messaging charges or air time), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

2.Your Obligations.

a.Account Ownership/Accurate Information. You represent you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You represent that you are an authorized user of the Wireless Device you will use to access Mobile Banking.

b.User Security. You agree not to give or make available your Mobile Banking access code, PIN, or other means to access your account to any unauthorized individuals. If you permit other persons to use your Wireless Device and PIN or other means to access Mobile Banking, you are responsible for any transactions they authorize. If you believe that your PIN, Wireless Device or other means to access your account has been lost or stolen or that someone may attempt to use Mobile Banking without your consent, or has transferred money without your permission, you must notify us promptly by calling 580-336-5562.

c.User Conduct. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, the use of Mobile Banking to impersonate another person or entity; or (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising).

d.No Commercial Use or Re-Sale. You agree that the Services are only for the personal or business use of individuals authorized to access your First Bank

account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

e. **Proprietary Rights.** You are permitted to use content delivered to you through Mobile Banking on Mobile Banking. You may not copy, reproduce, distribute or create derivative works from this content.

f. **Indemnification.** Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless us and our affiliates and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of Mobile Banking, your violation of Agreement or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

You agree that we and our service providers may send you, by text message service, email, and other methods, communications relating to Mobile Banking or First Alert Messenger, including without limitation welcome messages, information and requests for information relating to the use of these Services.

3.Charges for this Service.

You agree to pay for Mobile Banking and First Alert Messenger in accordance with our fee schedule, as amended by us from time to time. You authorize us to automatically charge your account for all such fees incurred in connection with Mobile Banking and First Alert Messenger. We may add to or enhance the features of Mobile Banking or First Alert Messenger from time to time. By using such added or enhanced features, you agree to pay for them in accordance with the fee schedule in effect at the time of such usage.

4.Additional Provisions.

a. **The availability, timeliness and proper functioning of Mobile Banking depends on many factors, including your Wireless Device location, wireless network availability and signal strength, and proper functioning and configuration of hardware, software and your Wireless Device. Neither we nor any of our service providers warrants that the Services will meet your requirements, operate without interruption or be error-free, and neither we nor our service providers shall be liable for any loss or damage caused by any unavailability or improper functioning of Mobile Banking or First Alert Messenger Service, or for any action or inaction taken in reliance thereon, for any reason, including service interruptions, inaccuracies, delays, loss of data, fees charged by an action that could have been avoided had a message alert arrived timely, or loss of personalized settings.**

b. **Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network which you utilize to access Mobile Banking.**

c. The Services are provided “as is” without warranty of any kind, express or implied, including, but not limited to, warranties of performance or merchantability or fitness for a particular purpose or non-infringement or any other warranty as to performance, accuracy or completeness.

d. Neither we nor our service providers are liable for failures to perform our obligations under this Agreement resulting from fire, earthquake, flood or any failure or delay of any transportation, power, computer or communications system or any other or similar cause beyond our control.

e. You may cancel your participation in Mobile Banking at any time through your secure internet banking log in under the “My Settings” tab by deleting the Mobile Banking information. You may cancel your participation in First Alert Messenger at any time through your secure internet banking log in from the default page under Messages. We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason, including, but not limited to, your non-use or misuse or the Services. You agree that we will not be liable to you or any third party for any change or cancellation of Mobile Banking or First Alert Messenger.

f. You agree that our service providers may rely upon your agreements and representations in Sections 2, 3 and 4 of this Agreement, and such service providers are, for the purposes of these sections, intended third party beneficiaries to this Agreement, with the power to enforce these provisions against you, as applicable.

First Mobile Banking and First Alert Messenger are currently provided at no charge to active account holders. We reserve the right to change the pricing and fee schedule for Mobile Banking and First Alert Messenger at any time.

Terms and Conditions outlining such fees are available on our website www.bankfbt.com. Your wireless carrier may assess you fees for data services. Please consult your wireless plan or provider for details.