

## RETAIL MOBILE AND ONLINE BANKING AGREEMENT

As used in this Retail Online Banking Agreement ("Agreement"), the words "we", "our", "us" and "Firstrust" mean Firstrust Bank. "You" and "your" refer to the accountholder(s) shown on the account signature card or other authorizing document and designated by you to use Retail Online Banking ("Online Banking") under this Agreement and anyone else authorized by that accountholder to perform transactions or exercise control over the accountholder's funds through Online Banking. "Account" or "accounts" means your account or accounts at Firstrust. "Electronic funds transfers" means pre-authorized transactions and transfers to and from your account(s) using Online Banking. "Online Banking Services" ("Service" or "Services") means the services provided pursuant to this Agreement including the Bill Payment Service ("Bill Pay") and other Services which may be made available to you in the future.

You hereby request that Firstrust permit you to access your eligible accounts and services using Online Banking via Firstrust.com ("Website"). This Agreement sets forth the terms and conditions governing the use of Online Banking. The individual terms and conditions of your account(s) shall continue to apply in all respects. Such terms and conditions are outlined in Firstrust's Retail Account Agreement, Funds Availability and Electronic Funds Transfer (EFT) Disclosure, Retail Banking Fee Schedule and Truth-in-Savings Disclosure which are provided to you at the time of account opening or available upon request as well as the Revolving Credit Account Agreement and Disclosure Statement.

You understand that by enrolling and by using Online Banking, you agree to be bound by the terms and conditions provided in this Agreement, Bill Payment Service Agreement or any other agreement governing your account or an account related service, which occurs over the Internet as such agreements may be amended from time to time. You agree that electronic pages, such as the pages of the Firstrust Website and Online Banking, used with your Login ID and Password, are the legal equivalent of hard copy written documents. You agree that your "clicking" on any "buttons" stating "I agree", "Accept", or "buttons" with similar intent, shall have the same legal effect as if you had placed your signature by hand on hard copy versions of such electronic pages. By clicking on such buttons you agree to be legally bound by the content on any such pages. You are encouraged to download or print for your future reference copies of all relevant electronic pages from the Firstrust Website.

### 1) Registration, Access and Services.

After you complete and submit your information through the Online Banking Registration process ("Application") and accept the Terms and Conditions of this Agreement, you may be automatically enrolled and receive onscreen instructions or you may receive email confirmation of your enrollment application and further instructions when your registration is approved, including instructions for multi-factor authentication, before you access Online Banking.

We undertake no obligation to monitor transactions through Online Banking to determine that they are made on behalf of the accountholder. We are authorized to accept instructions from any person using your Login ID and Password to conduct Online Banking transactions.

To use Online Banking, you must have at least one checking or savings account with us, access to Internet service and an e-mail address.

Subject to the terms and conditions of this Agreement, you can use Online Banking to check the balance of your eligible account(s), view account histories, check images and account statements, transfer funds between your accounts, order checks, make stop payment requests, pay bills from your Firstrust accounts in the amounts and on the dates you request if you have enrolled in Bill Pay, as well as perform other services as may be made available to you from time to time. Balance and activity information is available in accordance with our usual procedures. You shall have no right to reverse, adjust or revoke an instruction after it is received by us, except by mutual agreement between you and us. Your ability to transfer funds from your savings and money market accounts is limited by federal law. Refer to the Retail Account Agreement, Funds Availability and Electronic Funds Transfer (EFT) Disclosure for details.

Transfers regarding your line of credit are governed by the Revolving Credit Account Agreement and Disclosure Statement.

If you established an account that requires two or more signatures any one of the account holders acting alone may perform transactions on such account. You agree by signing up for Online Banking services that any one signatory may transact business on such account and hold us harmless and indemnify us for any activity performed by any one signatory on the account.

With respect to Bill Pay, you can choose which checking accounts you wish to debit for your bill payments. The actual payment of such bills is performed by an independent third party, CheckFree Services Corporation, and the procedure is set forth in the Terms and Conditions of Bill Pay.

## 2) Hours of Access.

You can use Online Banking seven days a week, twenty-four hours a day, except when scheduled or unscheduled interruptions occur. Occasionally some or all Online Banking Services may not be available due to scheduled Online Banking maintenance or regularly scheduled computer hosting down times. However, during such regularly scheduled intervals you may be able to continue to enter transactions and your records will be updated when the system maintenance or host down time is completed. Subsequent transactions will be based on such updated records. Please note that transactions entered during such intervals may be considered by us to have been made on the next business day. Each day is a business day except Saturday, Sunday and other days the Federal Reserve Bank is closed as well as any bank holidays. We agree to post notice of any scheduled extended periods of non-availability (as determined in our sole discretion) on the Website.

## 3) Password Security.

You should keep your Password absolutely confidential to ensure Online Banking access security to your accounts. You may change your Password at any time and are encouraged to do so periodically and especially when you discontinue the authority of another person to use your Password. You agree to maintain the highest level of security with regard to the Password you choose. You also agree that a Login ID and Password is a commercially reasonable security procedure to verify the authenticity of any instruction, transfer or other transaction relating to any account of yours delivered to Firstrust via computer.

You understand that such security is your sole responsibility. If you do not keep your Password confidential and provide your Password to any other person, any transaction performed by such person is a transaction authorized by you. Where you have authorized any other person to use your Password in any manner, your authorization shall be considered by us to be unlimited in amount, manner and duration and includes any transactions you did not intend. You agree that the use of your Password will have the same effect as your signature authorizing any transaction. No one representing Firstrust shall ever ask you for your Password.

Certain limitations are imposed on the number of unsuccessful attempts allowed in connection with the use of your Password. These limitations are not revealed for security reasons, but your access to Online Banking could be revoked. To re-establish your authorization to use Online Banking, you will receive a Secure Access Code. You can select to receive this code through an automated phone call, a text or email. Since this code will be sent to information we have currently on file, it is your responsibility to ensure that we have your most current information. For security purposes, we recommend that you create a Password as defined by the onscreen Password criteria. Your Login ID and Password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth or names of children, and should be memorized rather than written down.

We assume no responsibility, and you agree that no such responsibility shall attach to us, to discover, audit, or report to you any possible breach in security or use of any Password established for access to

your accounts. You agree to promptly notify us by phone of any security compromise, or potential security compromise, of any Password.

#### 4) Security.

You understand the importance of your role in preventing misuse of your account(s) through Online Banking, and you agree to promptly examine the periodic statement for each of your account(s) as soon as you receive it. You agree to protect the confidentiality of your account(s) and account number(s), and your personal identification information, including the number of your VISA® Debit or ATM Card. You understand that personal identification information by itself or together with information related to your account(s) may allow unauthorized entry and access to your account(s). It is recommended that you disable or not use the password save function of your Online browser as this only increases the risk of an unauthorized person accessing your information or performing unauthorized transactions. Data transferred via Online Banking is encrypted in an effort to provide transmission security. Online Banking utilizes identification technology to verify that the receiver of Online Banking transmissions can be appropriately identified by the sender. Notwithstanding our efforts to ensure that Online Banking is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and can potentially be monitored or read by others. **You assume all responsibilities for and all risks of loss from your providing personal information, including your Logon ID and Password to any third party website that spoofs or otherwise imitates Online Banking, or by linking to third party websites from unauthorized email, and you hereby release us from all liabilities and obligations in connections with such actions by you.**

During your use of Online Banking, we will pass a "cookie" to your browser to identify you. We do not (and cannot) use our cookies to obtain new information about you. A cookie is security data given to a browser by a web server and returned by the browser on subsequent transmissions to identify the user and encryption information. When you log onto Online Banking, this cookie enables us to process multiple transactions during the session without you having to reenter your Login ID and Password for each individual transaction.

After a predetermined amount of time set by our security system or when you log off, the session cookie is no longer accepted and your Password must be reentered. A new cookie is used for each session, so that no one can use the cookie to access your account.

#### 5) Equipment.

To utilize Online Banking Services you must have an appropriate Internet enabled device (referred to as "Equipment") that meets the following specifications as well as any upgrade of the Services required by us in the future in order to be able to interface with Firsttrust's website. Your Equipment must have an operating system, Internet connection and a web browser meeting the minimum requirements outlined on our Website. We are not responsible for errors or delays or your inability to access the Services caused by your Equipment or software. You understand and agree that at your expense it is your sole responsibility to obtain, install, operate and maintain the Equipment in accordance with the instructions of the Equipment manufacturer and to obtain the necessary Internet communications and Online Service Provider of your choice. This includes your responsibility to ensure the ability of the Equipment to accurately process data, including leap year calculations, and any time change with regard to daylight savings time and standard time. We are not responsible for errors or delays or your inability to access the Services caused by your Equipment, software or communications provider. You assume sole responsibility for any and all loss, damage or injury arising with respect to any failure of the Equipment, telephone line(s) or online access and hereby release, and agree to indemnify and hold Firsttrust harmless in accordance with the terms of this Agreement, because of your failure to utilize the Equipment and/or the failure of the Equipment to properly access Firsttrust's Website, or process the data to use Online Banking. You are responsible for maintaining the Equipment and software so that others cannot access your personal identification or financial information. We are not responsible for the cost of upgrading your Equipment or software to stay current with Online Banking Services nor are we

responsible in any circumstances for any damage to your Equipment, software (including any software provided by Firstrust or any of its suppliers) or the data resident thereon.

6) Transmission of Instructions.

Firstrust agrees to use its best efforts to act upon all instructions received via Online Banking with regard to your account(s) and to use any means that Firstrust, in its sole discretion, may consider suitable for the transmission of funds transfer requests, or other Services provided by Firstrust through Online Banking. You assume full and sole responsibility for all authorized requests and instructions made via Online Banking with regard to your account(s).

We may, at our sole option (but not obligation), verify instructions by calling you at the telephone number(s) specified by you on the Application. You may change this telephone number(s) by updating it via My Profile in online banking system. You agree that you shall be solely responsible for liability, loss, or damage, if any, resulting from Firstrust's actions, directly or indirectly, in accordance with requests and instructions received by Firstrust via Online Banking when access to your account(s) is gained via Online Banking by use of your Password and you further indemnify and forever hold harmless Firstrust from any and all such liability, loss or damage. You authorize us to honor and act upon all requests and instructions, which we receive via Online Banking with regard to your account(s). You agree to assign no responsibility whatsoever to us beyond the duty to exercise ordinary care, and you agree that we shall be conclusively deemed to have exercised ordinary care when we follow the instructions received via Online Banking and pursuant to the procedures stated therein. You agree to release Firstrust from responsibility or liability for any inaccuracy, interruption, delay or failure in transmission. Our sole responsibility for an error in a transfer or transaction will be to correct the error, but in no case shall we be liable for any indirect, special or consequential, economic or other damages.

7) Order of Payments, Transfers and other Withdrawals.

If your account has insufficient available funds (including, if applicable, funds available in accordance with our Discretionary Overdraft Privilege Policy) to perform all electronic funds transfers you have requested for a given business day, then:

- a) Electronic funds transfers involving disbursements, like ATM withdrawals or VISA® Debit Card purchases will have priority up to the amount of available funds in your account.
- b) Electronic funds transfers initiated through Online Banking which would result in an overdraft of your account may, at our discretion, be cancelled and
- c) In the event that electronic funds transfers initiated through Online Banking, which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the then current Retail Banking Fee Schedule for that account.

Refer to the Retail Account Agreement, Funds Availability, and Electronic Funds Transfer (EFT) Disclosure for additional information regarding the priority for processing payments, transfers and withdrawals to your account.

8) Stop Payment Requests.

You may only initiate stop payment requests online via Online Banking for paper checks that you have written (non-electronically) on your account(s). We may take up to twenty-four (24) hours to determine if we can act on a stop payment request. If you initiate a stop payment request on a day that is not a business day, the request will not be considered until the next succeeding business day, and then we may take up to twenty-four (24) hours to determine if we can act on a stop payment request. To be effective, you must tell us the exact amount of the check and the check number. You should also tell us such other information as we may require such as the date of the check, name of payee and the information that is on the bottom of the check. If a check you wrote will be converted to an ACH payment,

your stop payment request must be received by us so that we have a reasonable opportunity to act on it before we receive the ACH entry to charge your account. You will incur stop payment charges as disclosed in the current Retail Banking Fee Schedule for the applicable account.

9) Fees and Charges.

You agree to pay the fees and charges as set forth in the then current Retail Banking Fee Schedule for your use of Services. You authorize us to charge your account(s) for the charges or transaction fees that are charged by us for Services currently offered or those that may be offered in the future. You are also responsible for Internet communications and Internet service fees incurred in connection with your use of Online Banking.

10) Periodic Statements.

You will not receive a separate Online Banking statement. Transfers to and from your accounts using Online Banking will appear on the respective periodic statements for your account(s). You may elect to receive your statement electronically through Online Banking by executing an eStatement Service Addendum and Disclosure available on Online Banking, or may be required to receive your statement electronically based on the type of account you select. If you receive your statement electronically, we will notify you by using the email address in Online Banking to let you know when a new statement is available and no paper statement will be issued.

11) Change in Terms.

We may change any term of this Agreement at any time. If the change would result in increased fees for any Online Banking service, increased liability for you, fewer types of available electronic funds transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic funds transfer system. We will post any required notice of the change in terms on the Website or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account(s) or our electronic funds transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. This Agreement as revised will be posted on Online Banking. The revised Agreement will supersede the affected terms and conditions of this Agreement and shall apply to any activity or transaction previously or hereafter taken by you in connection with such Service, except that new fees and charges shall only apply prospectively. Your continued use of any, or all, of the subject Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the then current Retail Banking Fee Schedule.

12) Our Liability for Failure to Make a Transfer or to Deliver an Electronic Account Alerts ("Alerts").

If we do not complete a transfer to or from your account on time or in the correct amount, or send an email or SMS alert to you (which are electronic notifications transmitted per your request) when properly instructed by you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance, if:

- a) Through no fault of ours, you do not have enough money in your account plus any available overdraft protection and/or Discretionary Overdraft Privilege Limit to make the transfer;
- b) The transfer would go over the credit limit on any credit arrangement set up to cover overdrafts or the credit limit on an established line of credit;
- c) Any electronic terminal, other equipment, software, telecommunications device or system, or any part of Online Banking's electronic funds transfer system is not working properly and you know about the breakdown when you started the transfer or other transaction;

- d) Circumstances beyond our control (such as fire, flood, interruption in telephone service or other problems) prevent the transfer, despite reasonable precautions that we have taken;
- e) The funds in your account are subject to legal process;
- f) The transaction will exceed the transaction limitations on your account, if any;
- g) Your account is closed or it has been frozen;
- h) We have a reason to believe that the transaction requested is unauthorized, suspicious or fraudulent or violates a law or regulation;
- i) You have not properly followed the onscreen instructions for using Online Banking or otherwise enter incorrect information into Online Banking and/or Bill Pay;
- j) CheckFree Services Corporation is liable under the Terms and Conditions of Bill Pay,
- k) Your operating system was not functioning properly;
- l) You use or rely on the contents of any Alert;
- m) You use or rely on any spam, phishing scheme or other similar communication; or
- (n) A transaction fails due to a failure of a third party service provider, through no fault of ours, to complete such transaction.

There may also be other exceptions stated in this agreement, other agreements with you or otherwise not specifically mentioned above. In any case, we shall only be liable for actual proven damages if the failure to make the transaction resulted from a bona fide error despite our procedures to avoid such errors.

### 13) Disclaimer of Warranty and Limitation of Liability.

We will make reasonable efforts to ensure full performance of Online Banking. We are responsible for acting only on those instructions sent through Online Banking that are actually received by us and we cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages you send. Neither are we responsible for any losses or delays in transmission of instructions arising out of the use of any Online Service Provider or caused by any browser software. Firsttrust is also not responsible for any compromise of your information including but not limited to passwords and other access codes, systems, disruption of service or the processing of unauthorized transactions caused by your use of a wireless network or other unauthorized access to or alteration of your transmissions or data. Firsttrust is not responsible should you give incorrect instructions. Any information you receive from Firsttrust is believed to be reliable, however, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. We do not and cannot warrant that Online Banking and/or Bill Pay will operate without errors, or that any or all Services will be available and operational at all times. You acknowledge that the continued availability of third party services is not within our control and agree that we will not be liable for any damages, loss of use, or inability to use, the Online Banking services in the event such third party services are unavailable. We will not be liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any decision made using this information. Although we attempt to provide accurate information on Online Banking, we make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with Services provided to you under this Agreement. Our responsibility is limited to our exercise of reasonable and ordinary care. Any internal policies and procedures that we maintain are solely for our own purposes and will not impose a higher standard of care than otherwise would apply by law without such policies and procedures.

Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential economic or other damages arising under or by reason of any Services or products provided under this Agreement or by reason of your use of or access to Online Banking and/or Bill Pay, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty even if we are advised of the possibility of such damages. Further, in no event shall the liability of Firstrust and its affiliates exceed the amounts paid by you for the services provided to you through Online Banking and/or Bill Pay.

As a condition of your use of the Services, you warrant to us that you will not use the Services for unlawful purposes; in ways which are prohibited by this Agreement or which could damage or disable the Services. You also warrant that you will not, by using networks through which you access the services, attempt to access any account for which you have no authorization or otherwise interfere with any other party's use and enjoyment of the Services. You agree to indemnify and hold us harmless from any breach of your warranty, including but not limited to any claim made by any third party that is due to or arises out of your use of our Services. Your obligation to indemnify and hold us harmless extends to any judgments, awards, settlements and costs, including reasonable attorneys' fees, which stem from a breach of your warranty or any claims made by any third party which is due to or arises out of your use of our Services. Internet gambling may be illegal in the jurisdiction in which the person accessing Online Banking is located, including locations within the United States. You agree that you will only use Online Banking for legal purposes and transactions. Your obligations hereunder shall survive your termination of access or use of Online Banking or nonuse of any service, information or material.

Exercise caution when using consolidation sites. Consolidation Sites (also known as "account aggregators" or "screen scrapers") are Internet sites that provide the ability to collect on one integrated website key information about you such as bank balances, investments, and emails. For example, you may be encouraged to provide a consolidation site with your personal financial information, such as your Login ID and Password for Online Banking. **YOU SHOULD NEVER PROVIDE THIS INFORMATION TO A SITE THAT YOU DO NOT RECOGNIZE AND FULLY TRUST.**

We are not liable for any transactions that you initiate through a consolidation site or that are initiated through a consolidation site using your Login ID and/or Password. All transactions initiated by a consolidation site using access information you provided are considered to be authorized by you, whether or not you were aware of the specific transactions. We are also not liable for any loss of information or funds from your account that occur as a result of your use of a website that is not the valid Online Banking - even though it may appear to Firstrust Bank's website.

If necessary, you may cancel your access or change your password for Online Banking at any time. However, we do not guarantee that this will restrict any Consolidation Sites to which you have previously given authority from accessing your bank information in the future.

#### 14) Virus Protection.

Firstrust cannot and does not guarantee that downloads from this site will not contain a virus or other destructive device. Additionally, you provide, request, and receive information from this site with the knowledge that such information can be intercepted and/or viewed by unknown third parties.

We are not responsible for any electronic virus or viruses, message or transfer interception in transit or related problems that you may encounter. We encourage our customers to routinely scan their PCs and diskettes using a reliable virus detection product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other companies.

#### 15) Your Liability for Unauthorized Transfers.

Tell us AT ONCE if you believe your password has been lost or stolen, or if you believe that an electronic

fund transfer has been made without your permission or otherwise compromised using information from your check. Telephoning is the best way of keeping your possible losses down. We will require such notification to be followed up in writing. You could lose all the money in your account plus any available balance in your overdraft protection account, revolving line of credit and/or Discretionary Overdraft Privilege limit. If you tell us within 2 business days after you learn of the loss or theft of your password, you can lose no more than \$50 if someone used your password without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, password or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may, in our sole discretion, extend the time periods.

See the section titled "How to Contact Us" for our phone numbers and address.

However, if you use Online Banking or Bill Pay for business purposes, you assume all risk of loss for unauthorized transfers and payments, and you must establish your own internal security procedures for employees you authorize to use Online Banking and to prevent all unauthorized use by other employees or persons.

16) Error Resolution Notice in Case of Errors or Questions about your Transactions.

In Case of Errors or Questions About Your Electronic Transfers tell us **AS SOON AS YOU CAN** if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. See the Section titled "How to Contact Us" for our phone numbers and address. We must hear from you no later than 60 days after we sent or made available the FIRST statement on which the problem or error appeared.

- a) Tell us your name and account number (if any).
- b) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.



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

17) Your Right to Terminate.

You may cancel your use of the Services at any time by providing us with written notice by postal mail or by calling us. Your access to Online Banking will be suspended within 3 business days of our receipt of your written instructions to cancel the Service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

18) Our Right to Terminate.

You agree that we can terminate or limit your access to Services for any of the following reasons:

- a) Immediately without prior notice, if you have insufficient funds in any one of your accounts; provided, however Service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers and debits;
- b) Immediately without prior notice if you misuse Services or otherwise violate the provisions of this Agreement;
- c) Immediately without prior notice if the checking account which you designated for Bill Pay is closed and you have not designated an alternative Firsttrust checking account; or
- d) For any other reason in our sole discretion, upon reasonable notice.

If the Services are terminated, you understand that any scheduled payment or other transactions may not be made as scheduled and Firsttrust shall not be liable for any loss or damage as a result of same. You also remain responsible for all transactions initiated prior to termination but executed following termination.

19) How to Contact Us.

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- a) Email - You can contact us by e-mail at [firstsite@firsttrust.com](mailto:firstsite@firsttrust.com) (please note that normal online email may not be secure and you may not use email to initiate transactions on your accounts.)
- b) Telephone - You can contact us by telephone at 800-220-BANK (2265) or 215-722-4000;
- c) Postal Mail - You can write to us at: Firsttrust Bank, ATTN: Customer Care Center, 1 Walnut Grove Drive Horsham , PA 19044;
- d) In Person - You may visit us in person at any one of our branch locations.

20) Use of Third Party Services.

We may use the services of a third party in the handling of your account or any account related service. We may do so without prior notice to you. Any third party used by us will not be considered our agent and you agree to proceed directly against the third party for any claims you may have in connection with their actions or failure to act in the handling of your account. You agree to release us from any claims you may have as a result of the actions or failure to act of the third party, including without limitation, any loss or damage which arises from the third party's failure to pay any items which should have been paid.

21) Access to Third Parties through Firsttrust Website.

Any resources, products and services provided by third parties but accessed through Online Banking Website (such as, but not limited to, links to other web sites) are provided as a convenience to you. We are not responsible for the content, accuracy or opinions or the performance or failure of any products or services advertised on linked web sites. The linked websites may have different security policies, cookie controls and privacy policies. You should review the privacy and security statements of any website before you provide personal or confidential information. The fact that we have provided access to a third party resource, product or service does not mean that we endorse it. Access to any other web sites linked from Online Banking Website is at your own risk. FDIC insurance protection does not apply to products purchased from such linked sites.

22) Security Statement and Privacy Statement.

Please review our Security Statement and our Privacy Statement on our Website for more detailed information on the security and privacy of Online Banking. Please contact us at 800-220-BANK (2265) or 215-722-4000 with any questions you may have regarding the above information and disclaimers. With respect to Bill Pay, please refer to Terms and Conditions of the Bill Pay Service.

22) Confidentiality.

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

- a) Where it is necessary for completing transfers, or
- b) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- c) In order to comply with government agency or court orders, or
- d) If you give us your written permission.

23) Trademarks.

Brand and product names are trademarks or registered trademarks of Firsttrust or the respective owners. Features and services are subject to change without notice. Under no circumstances may you use, copy, alter, modify or change these trademarks. Nothing contained on Online Banking should be construed as granting by implication or otherwise any license or right to use any trademark.

24) Applicable Law.

All online transactions are considered to be performed in the Commonwealth of Pennsylvania. This Agreement shall be deemed made within the Commonwealth of Pennsylvania and, except as otherwise pre-empted by Federal law, rule or regulation, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to the choice of law principals thereof.

25) Arbitration.

The sole remedy for the resolution of disputes between the parties to this Agreement shall be arbitration before one arbitrator, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, such arbitration to be held in Philadelphia, Pennsylvania. All parties hereby waive all rights to a trial by jury in any action or proceeding relating to the Services or this Agreement.

26) Interpretation.

When you enroll in Online Banking, you agree that our interpretation of this Agreement, our records pertaining to your accounts, any rules adopted by us from time to time, the terms of your signature card, the terms of the Retail Account Agreement, Funds Availability, and Electronic Funds Transfer Disclosure (EFT); Retail Banking Fee Schedule; other documents which are a part of this Agreement and any of our disclosures is final and binding.

27) Assignment.

You may not assign this Agreement without our prior written consent, and any unauthorized assignment or transfer shall be null and void.

28) Download Services.

You may also export account history, statements and other information we make available to you to various software packages ("Software Packages").

You are responsible for obtaining a valid and separate license agreement with the provider of the Software Packages. The following is a brief description of the various features of and requirements for using the download service. From time to time, we may add to, modify, or delete any feature of the download service in our sole discretion.

Disclaimers: You understand and agree that:

- not all of the information in your accounts can be downloaded into your Software Packages;
- information you can download may not include all of your account activity;
- statements (electronic or paper) generated by us are the official record of your account. Transactions and balances, and other information you download is for your personal purposes only and should not be considered an official record;
- the account information will not necessarily reflect banking transactions that have not yet been completed and will only reflect the account information in your accounts at the exact point in time that you download the information (for example, pending Bill Pay transactions may not be reflected);
- account information in your accounts may reflect transactions as of a prior time period and may not be current as of the point in time that you download such information;
- the account information that you download to your Software Packages will not be automatically updated by us, and that you will have to update the account information by downloading more current information from your accounts; and
- we are not liable for any loss, damages or expenses of any kind as a result of your reliance upon the account information in your Software Packages, which, for example, as stated above, may not be the most updated information and it may not include pending transactions.
- You also agree and understand that:
- you assume all risk that any account information you download and store in your Software Packages may be accessed by unauthorized third parties;
- if you send the information in a manner that is not secure, or if you take the account information out of our secure computers by downloading it, we are no longer responsible for the security and confidentiality of that information, and that the responsibility is now yours (or may be shared with others, such as your Software Package provider);
- we are not responsible for the security and confidentiality of the account information if you: (i) use wireless connections to download your account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded, or (ii) allow other persons access to your Software Packages; and

- you agree that any account information that you download is done at your own risk and you are solely responsible for any damage that might occur to the computer (or other electronic device) to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage in a computer or other electronic device.

You agree and understand that the account information you download through the download service is provided to you "as is" and "as available."

You agree and understand that we make no warranties and have no liability as to:

- The accuracy, completeness, availability or timeliness of the account information, text, graphics, or other items in the account information that you can download through the download service;
- The errors or omissions in the delivery or transmission of the account information from us to you (and "you" includes delivery to your Software Packages and/or your computer); and
- The download service's fitness for a particular purpose and non-infringement of any third party rights.

You agree that we will not be liable to you for:

- your inability to use the download service;
- the accuracy, timeliness, loss or corruption, or misdelivery of any account information or any other information;
- unauthorized access to your accounts or to your account information and any misappropriation, or alteration, of your account information or data, to the extent the unauthorized access results from your acts or omissions;
- your inability to access your Eligible Account (including but not limited to, failure of electronic or mechanical equipment, interconnect problems with online communication providers or Internet Service Providers ("ISPs"), acts of God, strikes, or other labor problems); or
- any other matter relating to the download service.

## **TERMS AND CONDITIONS OF THE BILL PAY SERVICE**

### **SERVICE DEFINITIONS**

"Service" means the Bill Pay Service offered by Firsttrust Bank, through CheckFree Services Corporation.

"Agreement" means these Terms and Conditions of the bill payment service.

"Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

#### **PAYMENT SCHEDULING**

Transactions begin processing four (4) Business Days prior to your Scheduled Payment Date. Therefore, the application will not permit you to select a Scheduled Payment Date less than four (4) Business Days from the current date. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

#### **THE SERVICE GUARANTEE**

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

#### **PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE**

By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

#### **PAYMENT METHODS**

The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.

#### **PAYMENT CANCELLATION REQUESTS**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

#### **STOP PAYMENT REQUESTS**

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

#### **PROHIBITED PAYMENTS**

Payments to Payees outside of the United States or its territories are prohibited through the Service.

#### **EXCEPTION PAYMENTS**

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

#### **BILL DELIVERY AND PRESENTMENT**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Payee - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

Activation - Upon activation of the electronic bill feature the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

#### **EXCLUSIONS OF WARRANTIES**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **PASSWORD AND SECURITY**

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 800-220-BANK (2265) during customer service hours.

## **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

## **ERRORS AND QUESTIONS**

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

1. Telephone us at 800-220-BANK (2265) during customer service hours;
2. Contact us by using the application's e-messaging feature; and/or,
3. Write us at:

FIRSTRUST BANK  
Attention: Customer Care Center  
1 Walnut Grove Drive  
Horsham, PA 19044

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

**DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES** It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;



4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

#### **SERVICE FEES AND ADDITIONAL CHARGES**

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

#### **FAILED OR RETURNED TRANSACTIONS**

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

#### **ALTERATIONS AND AMENDMENTS**

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

#### **ADDRESS OR BANKING CHANGES**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

#### **SERVICE TERMINATION, CANCELLATION, OR SUSPENSION**

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us at 800-220-BANK (2265) during customer service hours; and/or

2. Write us at:

FIRSTRUST BANK  
Attention: Customer Care Center  
1 Walnut Grove Drive  
Horsham, PA 19044

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

**PAYEE LIMITATION**

The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

**RETURNED PAYMENTS**

In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Payment Account. You may receive notification from the Service.

**INFORMATION AUTHORIZATION**

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

**DISPUTES**

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

**ASSIGNMENT**

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

**NO WAIVER**

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**CAPTIONS**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

**GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws provisions.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

Firsttrust's Web Site Security Statement is available at: [www.firsttrust.com/Security/62/](http://www.firsttrust.com/Security/62/)

Firsttrust's Privacy Policy is available at: [www.firsttrust.com/Privacy/61/](http://www.firsttrust.com/Privacy/61/)

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## **Retail Mobile App Terms & Conditions**

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS (the "Agreement") CAREFULLY. THEY GOVERN YOUR ACCESS AND USE OF THE RETAIL BANKING MOBILE APP (the "Service"). In addition to this Agreement, your use of the Service is subject to the terms of the Retail Account Agreement, Funds Availability, & Electronic Funds Transfer (EFT) Disclosure ("Retail Account Agreement"), the Retail Online Banking Agreement, the Mobile Remote Deposit Services Agreement and the Terms and Conditions of the Bill Pay Service, all of which are hereby incorporated by reference. Your use of the Service is also subject to any other agreements that you may have with Firsttrust with respect to a linked account. When you link an account to the Service, you do not change the existing agreements you have with Firsttrust with respect to that account. The Service is provided to you by Firsttrust Bank ("Firsttrust" or "Firsttrust Bank," references to which include Firsttrust's subsidiaries and affiliates) through its third party service provider Q2 eBanking.

### **1) Scope of Agreement**

This Agreement between you and Firsttrust Bank governs the use of the Service. The Service permits Firsttrust Bank customers to perform a number of banking functions on Linked Accounts, which may change from time to time. The meanings of the terms you see in *Italics* appear in the Glossary Section at the end of this Agreement. To make this Agreement easier to understand Firsttrust also uses the following personal pronouns:

"You" and "your" means the person or persons that use or receive the Services and any joint or other authorized Linked Account holder or authorized party on the Linked Account and their successors and assignees.

"We," "us," and "our" means Firsttrust Bank and its agents, processors, affiliates, representatives, successors, and assignees.

THIS AGREEMENT CONTAINS IMPORTANT LIMITATIONS ON FIRSTRUST'S LIABILITY AND DISCLAIMERS OF WARRANTIES. PLEASE READ IT IN ITS ENTIRETY.

### **2) Accepting the Agreement**

When you use the Service, you agree to be bound by the terms and conditions of the Agreement and accept them in full, including as they may be modified by Firsttrust from time to time. Any such modifications shall be posted on the Service.

### **3) Services; Changes to the Service**

The Service is currently configured to allow you to view the balances and activity of Linked Accounts, transfer funds between Linked Accounts, create Images of Eligible Items that you receive and Transmit to Firsttrust for deposit into a Linked Account, view nearby Firsttrust locations, and send secure messages to Firsttrust.

Features of the Service may be changed, added, or removed at any time, in Firsttrust's sole discretion. Firsttrust may withdraw or terminate the Service at any time, and may disable access to the Service for all or a segment of the Service's users.

### **4) Changes to Agreement**

Firsttrust may change this Agreement at any time. For example, Firsttrust may add, delete, or amend terms. We will notify you of such changes by e-mail or through a message in the Service. You agree that your use of the Service after the effective date of such change shall constitute your consent to and agreement with such change, and shall further constitute your reaffirmation of this Agreement, as so modified.

### **5) Image Transmission, Processing and Payment**

All Images you Transmit to us using the Services must be legible and meet our requirements including hardware and software requirements such as required Mobile Devices, operating systems and camera specifications. All required hardware and software will be at your expense.

You agree to only Transmit Images of Eligible Items.

Each Image must provide all information on the front and back of the Eligible Item at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the Eligible Item, MICR information, signature(s), any required identification written on the front of the Eligible Item and any endorsements applied to the back of the Eligible Item. The information you Transmit to us must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association and contain the correct amount of the Eligible Item.

Endorsements must be made on the back of the Eligible Item within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and **“FOR MOBILE DEPOSIT ONLY TO FIRSTRUST BANK.”** Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

### **6) Receipt of Deposits**

All Images processed for deposit through the Services will be treated as “deposits” under your current Retail Account Agreement with us and will be subject to all terms of the Retail Account Agreement. We are not responsible for any Image that we do not receive. When you successfully Transmit an Image to us, we will confirm that we have received your Image. We shall not be deemed to have received the Image for deposit until we have confirmed receipt to you. Our confirmation does not mean that your Transmission and deposit are complete or without error. All of your Images are subject to our further verification prior to being accepted for deposit and final payment after deposit.

Following receipt, we may process the Image by preparing a Substitute Check or clearing the item as an Image.

We reserve the right, at our sole and absolute discretion, to reject any Image for remote deposit into your Linked Account.

### **7) Storage and Destruction of Eligible Items.**

After you receive confirmation that we have received an Image, you agree to securely store the Eligible Item for 45 days after Transmission and make the Eligible Item accessible to us at our request. Upon our request from time to time, you will deliver to us within 5 Business Days, at your expense, the requested Eligible Item in your possession. If not provided in a timely manner, such amount will be reversed from your Linked Account(s). Promptly after such period expires, you must destroy the Eligible Item by first

marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an Eligible item, the Image will be the sole evidence of the Eligible Item.

You agree that you will never re-present the Eligible Item or a copy, facsimile, or Image of the Eligible Item. You understand that you are responsible if anyone is asked to make a payment based on an Eligible Item that has already been paid.

### **8) Returned Deposits.**

Any credit to your Linked Account for Eligible Items deposited using the Services is provisional. If Eligible Items deposited through the Services are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the Image, you agree that the Eligible Item will not be returned to you (because you will have destroyed or maintained possession of the Eligible Item), but that we may charge back the amount of the Eligible Item and provide you with an Image of the Eligible Item, a paper reproduction of the Eligible Item or a Substitute Check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned Eligible Item. Without our approval, you shall not attempt to deposit or otherwise negotiate an Eligible Item if it has been charged back to you.

Subject to the terms of the Retail Account Agreement and applicable law, we may debit any of your accounts (regardless of whether such accounts are Linked Accounts) to obtain payment for any Eligible Item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

### **9) Your Warranties**

You make the following warranties and representations with respect to each Image:

- Each Image is a true and accurate rendition of the front and back of the Eligible Item, without any alteration, and the drawer of the Eligible Item has no defense against payment of the Eligible Item.
- The amount, payee(s), signature(s), and endorsement(s) on the Image and on the Eligible Item are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the Eligible Item and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Eligible Item or a paper or electronic representation of the Eligible Item such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate Images of the Eligible Item.
- The Eligible Item was authorized by the drawer in the amount stated on the Eligible Item and to the payee(s) stated on the Eligible Item.
- You are authorized to enforce and obtain payment of the Eligible Item.
- You have possession of the Eligible Item and no party will submit the Eligible Item for payment.

With respect to each Image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and Images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

With respect to each Image and your use of the Services in general, you agree to comply with all procedures published by us, which can be accessed within the Service and/or at [www.firsttrust.com](http://www.firsttrust.com).

**10) Service Unavailability.**

The Services may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. We may terminate this Agreement and/or the Services at any time. In the event that the Services are unavailable, you may contact us at 800-220-BANK for Linked Account information, deposit Eligible Items at our branches, through select ATMs or by mailing the Eligible Item to: Firsttrust Bank, Account Services Department 1 Walnut Grove Drive Horsham, PA 19044.

**11) Funds Availability.**

Funds from deposits through the Services will generally be made available in accordance with the Funds Availability disclosure in the Retail Account Agreement.

**12) Security for Transmission of Images.**

You will complete and Transmit each deposit promptly. If you are unable to complete and Transmit your deposit promptly, you will ensure that your Mobile Device remains securely in your possession until the Transmission has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized Transmissions. You will notify us immediately by telephone to 800-220-BANK with written confirmation if you learn of any loss or theft of original checks including but not limited to Eligible Items. You will ensure the safety and integrity of Eligible Items from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

**13) Your Responsibility for Images**

You are solely responsible for the quality, completeness, accuracy, validity and integrity of the Image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible Images to us or if the Services are used, by either Business Representatives or unauthorized persons, to Transmit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable Images to us.

**14) Termination**

The Service shall remain in effect until it is terminated by you or Firsttrust. You may uninstall the Service from your Mobile Device at any time; however, in order to remove the service from your customer profile, you should notify us in writing or call us at 800-220-BANK, at any time informing us of your intent to cancel. This cancellation applies only to the Service and does not terminate your Firsttrust deposit accounts or credit facilities. Firsttrust may terminate the Service at any time, with or without notice to you.

**15) Passwords**

Access to the Service via your Mobile Device is protected by identification codes, personal identification numbers (PINs), and/or passwords. YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS TO ENSURE THAT NO ONE LEARNS YOUR IDENTIFICATION CODES, PIN, AND/OR PASSWORDS. If available, you further agree to require the entry of a PIN or password to gain access to your Mobile Device. If you believe for any reason that someone has learned your identification codes, PINs or passwords, you must immediately notify us to affect a change in credentials.

## **16) Use of External Email Address**

With the Service, we may send messages to your email address and notify you that responses to your payment inquiries or customer service inquiries are available, or as otherwise described within the Services. You should never send personal or account information to us via email. We cannot act on instructions sent by you from an email address. You should use the Service's secure mail feature to send instructions to Firsttrust. If, for any reason your email address changes or becomes disabled, please contact Firsttrust immediately so that we can continue to provide you with automated messages. You may notify us of any changes to your email address through the Customer Service tab within the Service.

## **17) Contact by Firsttrust**

No Firsttrust employee, nor any company affiliated with Firsttrust, will contact you via email or phone requesting your mobile ID or mobile passcode. If you are contacted by anyone requesting this information, DO NOT RESPOND and please contact us immediately.

## **18) Disclosure of Account Information**

We may disclose information to third parties about you or your transactions in the following instances:

- When it's necessary for completing transfers or bill payments, or to investigate or resolve a problem related to a transfer or payment
- To verify the existence and condition of your accounts (including Linked Accounts) for a third party, such as a credit bureau, if you have a personal loan with us
- To comply with a government agency or court orders, or in connection with fraud prevention or an investigation
- If you give us your permission
- With our affiliates
- On a closed account, if we reasonably believe you have mishandled it

## **19) No Warranties**

Firsttrust makes no representation, endorsement, or warranty that information, names, images, pictures, logos, icons, documents, and materials (collectively, the "Contents") in the Service, are accurate or suitable for any particular purpose. THE SERVICE AND ITS CONTENTS ARE PROVIDED ON AN "AS IS" BASIS. USE OF THE SERVICE AND ITS CONTENTS IS AT YOUR SOLE RISK. THE SERVICE AND ITS CONTENTS ARE PROVIDED WITHOUT ANY REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE OR ACCURACY AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT ANY SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY SERVICE OR TECHNOLOGY WILL BE CORRECTED. AS NOTED BELOW, FIRSTTRUST ALSO MAKES NO REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICE OPERATED BY A THIRD PARTY.

## **20) Limitation of Liability**

In regard to Limitation of Liability and without limitation as to the foregoing, IN NO EVENT WILL FIRSTTRUST OR ITS SUBSIDIARIES, AFFILIATES, CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING IN CONNECTION WITH ANY PARTY'S USE OF THE SERVICE OR IN



CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE SYSTEM FAILURE, LOSS OF DATA, OR LOSS OF USE RELATED TO THIS SERVICE OR ANY SERVICE OPERATED BY ANY THIRD PARTY OR ANY CONTENTS OF THIS SERVICE OR ANY OTHER SERVICE, EVEN IF FIRSTRUST IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE TO BE RESPONSIBLE FOR ANY AND ALL USE OF THE SERVICE AND ANY TRANSACTIONS CONDUCTED USING THE SERVICE. FIRSTRUST SHALL NOT BE RESPONSIBLE FOR YOUR ACTS OR OMISSIONS (INCLUDING, WITHOUT LIMITATION, THE AMOUNT, ACCURACY, TIMELINESS OF TRANSMITTAL OR DUE AUTHORIZATION OR CONFIRMATION THEREOF OF ANY ENTRY RECEIVED FROM YOU).

### **21) Hold Harmless**

You agree to indemnify and hold harmless Firsttrust and its directors, officers, employees, and agents from any and all liabilities, claims, demands, losses, damages, and expenses (including without limitation costs and expenses of litigation and reasonable attorney's fees) arising out of or related in any way to the Service, including but not limited to any and all liabilities, claims, demands, losses, penalties, damages including direct, indirect, special or consequential losses or punitive damages, or expenses raised by way of defense, dispute, offset, or counterclaim, or based upon the ground that the debiting of any debit entry to any linked account resulted directly or indirectly in the return of one or more items or entries for drawing on insufficient or uncollected funds or resulting directly or indirectly from any actual or alleged failure to credit an account either in the amount or at the time required by you or from return of one or more items or entries for drawing on insufficient or uncollected funds, and also including, but not limited to, claims, damages, penalties, or liabilities including direct, indirect, special, or consequential losses or punitive damages, arising out of: (a) any errors in the initiation of transfers caused by you; (b) any breach by you of this Agreement or any other agreement between you and Firsttrust; and (c) any compromise of your information and systems, disruption of service, or processing of unauthorized transactions caused by your mishandling or loss of passwords, or by your use of wireless or cellular networks.

### **22) Use of Service**

You may not copy (other than a single copy for personal use), modify, distribute, transmit, display, perform, reproduce, transfer, resell, or republish any of the Contents of the Service without the prior written consent of Firsttrust, which may be withheld in its sole discretion.

### **23) Copyrights and Other Intellectual Property**

Except where otherwise expressly noted or as noted below, all Contents of the Service, including the graphics, icons and overall appearance of the Service, are the sole and exclusive property of Firsttrust and/or its subsidiaries or affiliates. The posting of the Contents of the Service neither constitutes a waiver of any of Firsttrust's proprietary rights or any other party's proprietary rights, including but not limited to, copyrights, trademarks, service marks, patents, and other intellectual property, nor a transfer by implication, estoppel, or otherwise of any such rights or of any license to the Service user or to any third party. Contents of the Service are protected by United States and international copyright laws, both as individual works and as a collection and by United States and international trademark laws. You agree not to delete any copyright, trademark or similar notice from any Contents you obtain from the Service.

The display of third party trademarks within the Service does not grant a license of any kind to the reader. Any downloading of Contents of the Service or any service linked to the Service may be a violation of federal and other trademark laws and federal copyright laws.

**24) Links to Other Services**

Firsttrust may establish links between the Service and one or more services operated by third parties. Firsttrust has no control over any such other services or the contents therein. The existence of any such links shall not constitute an endorsement by Firsttrust of such services, the contents of the services, or the operators of the services.

**25) Transmissions to and from this Service**

Except where expressly indicated otherwise, Transmissions to and from this Service or directed to Firsttrust, including E-mails, are not sent in a secure form and can be intercepted by third parties and may not be immediately received by the appropriate business unit at Firsttrust. Please do not use E-mail to send us communications which contain personal or account related confidential information, which we require to be in writing, or which need our immediate attention. Please call 1-800-220-BANK or write us instead at this address: Firsttrust Bank, 1 Walnut Grove Drive, Horsham PA 19044, Attention: Customer Service. Any Transmission to the Service, including E-mails shall be deemed and remain the property of Firsttrust. Firsttrust shall be free to use, for any purpose, any ideas, concepts, know-how, or techniques provided by a Service user to Firsttrust Bank through the Service.

**26) Governing law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the conflict of laws thereof, and with the laws of the United States.

**27) Class Actions; Waiver of Jury Trial; Arbitration**

You agree that, in accordance with the terms of the Retail Account Agreement, the Retail Online Banking Agreement and any other agreements you have with Firsttrust Bank, you waive all rights to a jury trial, and agree to settle any disputes that you may have with Firsttrust through binding individual arbitration.

**28) Severability**

To the extent any portion of this Agreement is determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and this Agreement, as so modified, shall remain in full force and effect.

**30) Waiver**

No waiver by Firsttrust of any right under or term or provision of this Agreement will be deemed a waiver of any other right, term, or provision of this Agreement at that time or a waiver of that or any other right, term, or provision of this Agreement at any other time.

**31) Contact Us**

You may contact Firsttrust by E-mail (via the Service's "Contact Us" feature) or by phone at 1-800-220-BANK. Please do not use E-mail to send us communications which contain confidential information, which we require to be in writing, or which need our immediate attention.

### **32) Glossary**

"Agreement" means all the terms and disclosures related to your use of the Services.

"Business Day" means any day other than a Saturday, Sunday, bank holidays, and days the Federal Reserve Bank is not open for transaction processing.

"Eligible Items" means checks (i.e., drafts drawn on a credit union, savings and loan or bank and payable on demand) drawn on a financial institution with a United States presence and which has been assigned an ABA routing number and excluding: (i) checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you); (ii) checks payable to you and another party who is not a joint owner on the account; and (iii) checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn. Eligible Items DO NOT INCLUDE items that: (1) are not payable in U.S. currency; (2) are not drawn on a financial institution located in the U.S.; (3) are payable to someone other than you; (4) are money orders, savings bonds, or traveler's checks; (5) are checks authorized over the telephone and created remotely; (6) are Images of a check that never existed in paper form; (7) must be authorized or activated by us to prior to being deposited; (8) have already been deposited by or returned to you; (9) are not legible or do not conform to our Image standards; (10) contain alterations or that you suspect, or should suspect, are fraudulent, not authorized, suspicious or not likely to be honored; or (11) are not dated, post-dated, or more than 6 months old when Transmitted.

"Image" is an accurate electronic picture or replica of the front and back of an Eligible Item and related deposit information that you Transmit to us and attempt to deposit into your Linked Account using the Services.

"Linked Account" or "Linked Accounts" means all of your accounts with Firstrust or its affiliates that you have linked to the Service.

"Mobile Device" is your mobile telephone, computer, tablet or other device and associated software used to access and use the Services.

"Services" mean the Service is currently configured to allow you to view the balances and activity of Linked Accounts, transfer funds between Linked Accounts, our mobile remote deposit capture services that allow you to use a camera on your Mobile Device to create Images of Eligible Items and send and deliver those Images electronically to us for deposit into your Linked Account, view nearby Firstrust locations, and send secure messages to Firstrust.

"Substitute Check" is a paper reproduction of an original check created from an electronic Image that meets certain requirements described in Regulation CC.

"Transmit" or "Transmission" means to send and deliver an Image electronically to us for deposit into your Linked Account using your Mobile Device.

"UCC" is the Uniform Commercial Code as adopted in the Commonwealth of Pennsylvania.