

# FIRST COMMUNITY BANK

## First Complete Banking

### Internet Banking Agreement and Application

To apply for First Community Internet Banking, you must be a customer of First Community Bank that has received a Deposit Account Agreement. Complete, sign, and mail or return the application, on page 8, to the nearest First Community Bank office. If you are requesting Internet access for your business, you must also complete pages 9 and 10 and return with the application on page 8. Our mailing address is listed below. You will receive your Internet Banking ID and Pin in the mail at the address you indicate in the account section listed below.

First Community Bank  
C/O Internet Banking  
P.O. Box 1419  
Chatom AL 36518

Please call (251) 847-2214 or (800) 262-3558 for questions concerning your application. Our Customer support representatives are available from Monday – Friday 8:00 a.m. to 5:00 p.m. CST. Our email address is [services@fcb-al.com](mailto:services@fcb-al.com).

### Customer Agreement for First Community Bank OnLine Services

This agreement states the terms and conditions that apply when you use First Community Bank Online Banking. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. By signing an application form or by your initial access to First Community Bank Online Banking service, you agree to the terms and conditions of this Agreement.

**DEFINITIONS.** "Bank", "First Community Bank", "we", "us", or "our" refers to First Community Bank, and "you" and "your" refers to each depositor, borrower, authorized signer, or authorized user for an account with First Community Bank.

**SECURITY.** First Community Bank Online Banking transmits data using SSL (Secure Socket Layer) technology that supports 128-bit key encryption. If your browser does not support 128-bit encryption, you will not be able to access Online Banking. The First Community Bank web server does not connect directly to the Internet. It is buffered from the Internet through the use of firewalls and a service provider interface. All access from outside the bank must go through these firewalls, which screens the requests and allows only valid http traffic to reach the server.

**1. Hardware and Software Requirements.** To be able to use First Community Bank Online Banking, you must provide your own personal computer with Internet access. First Community

Bank Online Banking can be accessed through a basic web browser like Microsoft Internet Explorer or Netscape Navigator. (See Security above for encryption requirements.) You are and will remain solely responsible for the purchase, hook-up, installation, loading, operation, and maintenance of your own personal computer and for all related costs. You are solely responsible for scanning the Hardware and the Software for computer viruses and other related problems before you use them.

**2. The Accounts.** You agree to use First Community Bank Online Banking solely for the services described in this Agreement. You may designate multiple accounts in conjunction with your Online Banking access, however, accounts requiring 2 or more signatures SHOULD HAVE at least 2 signatures on the Internet Banking Application. You agree that First Community Bank is not responsible for online transactions on any account requiring 2 or more signatures. You may add any account for which you, or all of you if more than one, are depositor, borrower, authorized signer, or authorized user by notifying the Bank. If you close or delete all accounts designated for First Community Bank Online Banking, you will no longer be able to use First Community Bank Online Banking service.

**3. ID and PIN; Confidentiality of PIN.** All First Community Bank Online Banking transactions or inquiries must be initiated by use of your First Community Bank Online Banking Identification (ID) and personal identification number (PIN). We will assign you an ID and PIN after we have accepted your Application. The first time you sign on First Community Bank Online Banking, you will be required to select a new PIN. You will be required to change your PIN every 90 days and may change your PIN more frequently. It is recommended that you do not use your social security number, birthdays, names, or other codes that may be easy for others to determine as your PIN. No bank employee will ever ask for your PIN, nor should you provide it to anyone unless you intend to allow that person access to your accounts. YOU AGREE TO KEEP YOUR PIN CONFIDENTIAL. USE OF THE PIN BY YOU OR BY ANY OTHER PERSON WITH YOUR AUTHORIZATION WILL BE CONSIDERED THE SAME AS YOUR WRITTEN SIGNATURE AUTHORIZING US TO COMPLETE ANY TRANSACTION OR REQUEST COMMUNICATED THROUGH FIRST COMMUNITY BANK ONLINE BANKING.

If you authorize another person to use your PIN, that person can use First Community Bank Online Banking to view any information or initiate any transaction on any of the accounts to the same extent as you, including viewing information or initiating transactions on accounts to which that person does not otherwise have access. As such, your sharing of your PIN is strongly discouraged by the Bank, and done at your own risk.

If a third party should gain access to your PIN, you alone are responsible for changing the PIN so as to deny the third party's access to your banking information. Given the electronic nature of these transactions, the Bank shall have no liability to you in the event a third party should gain access to your PIN through no fault of the Bank.

You should always exit First Community Bank Online Banking after you finish viewing your accounts. Never leave your computer unattended while accessing First Community Bank Online Banking. If you do, a third party may be able to access your accounts from your terminal, without ever needing to use your PIN.

**4. Business Days.** Business days for the Bank and for First Community Bank Online Banking are Monday through Friday, excluding holidays. You may access the accounts through First Community Bank Online Banking 24 hours a day, seven days a week. First Community Bank may perform regular maintenance on our systems or equipment, which may result in interrupted service. We will attempt to provide notification in advance of interrupted service.

**5. Online Services.** You may use First Community Bank Online Banking to perform any of the following services designated by you in the Application or subsequently added by you as provided below:

- A. View account information;

- B. View current transactions;
- C. View range of transactions between dates;
- D. Transfer funds from one account to another;
- E. View stop payments; and
- F. View previous statements.

You may perform management functions for your Online Banking service, including changing your PIN and personal ID (Alias), resetting the login count, changing your Online Banking account pseudo names and changing display options.

You may download information about your accounts to certain financial programs like Money or other spreadsheets. You are responsible for setup of this download in order for your financial program or spreadsheet program to accept it.

You may sign up for Online Banking service by filling out the Online Banking application on our website at [www.fcb-al.com](http://www.fcb-al.com) or by stopping at any of our locations. To terminate Online Banking, contact First Community Bank in writing at P.O. Box 1419, Chatom, AL 36518, by fax at (251) 847-3877 or through e-mail to [services@fcb-al.com](mailto:services@fcb-al.com)

**6. Transfers to and from Accounts.** Online Banking transfers between accounts are considered 'electronic funds transfers' as defined in Regulation E. Some accounts have transfer limitations, as described in the account disclosure provided to you at the time the account was opened. Any limitations that apply to your account(s) regarding deposits, transfers and withdrawals also apply through Online Banking. You may use First Community Bank Online Banking to initiate electronic fund transfers from deposit accounts (checking or savings) to other deposit accounts, or loan accounts. Transfers may not be made from time accounts (certificates of deposit).

- A. **Limitations.** Your ability to initiate bank transfers between accounts may be limited by federal law or by the terms of your agreement with us as described on each account's disclosure statement you received when that account was opened. You may obtain a new disclosure statement by contacting our bank.

Bank transfers from deposit accounts that are savings or money market deposit accounts are limited as required by federal regulation to no more than 6 preauthorized transfers in any specified period. The specified period for savings and money market accounts is the statement cycle. Online Banking transfers are considered preauthorized transfers and must comply with the 6 per cycle limitation.

Your account must have sufficient funds in order for transfers to be completed. You cannot post-date a transfer.

- B. **Time of bank transfers, posting.** If you initiate a bank transfer of available funds on or before five (5:00) p.m. Central Time on a business day, the bank transfer will be posted on the same business day. If you initiate a bank transfer later than five (5:00) p.m. Central Time on a business day, the bank transfer will be posted on the next business day.

**7. Account Information.** You may use First Community Bank Online Banking to receive, download, and store or print information regarding an account that is routinely set forth in the statement for the Account, debits and credits made to the account, amounts and item numbers for items drawn on the account (if applicable), and the daily account balance (including interest credited to a Deposit Account and finance charges accrued on a Credit Account). Because the information made available to you is 'posted data', it may not include transactions that have not yet been posted to your account for that business day. You will still receive your usual periodic printed statement of account

**8. Electronic Mail Service.** You may use First Community Bank Online Banking to send

electronic mail ("e-mail") to us. The e-mail service may not be used to make bank transfers between accounts. E-mail transmitted by you to us via First Community Bank Online Banking may not be delivered to us immediately. **If you need to contact us immediately to report an unauthorized use of your PIN, to report unauthorized access to an account, or for any other reason, you should call us at 1-888-300-0838.** We will not be responsible for acting on or responding to any e-mail request made through First Community Bank Online Banking until we actually receive your e-mail message and have a reasonable opportunity to act. You should check your e-mail regularly; we will attempt to notify you by e-mail in the event of any technical difficulties or other occurrence that may affect your use of First Community Bank Online Banking.

**9. Additional Service.** We may, from time to time, make additional services available through First Community Bank Online Banking. We will notify you of the availability and terms of these new services. By using these additional services when they become available, you agree to be bound by this Agreement and any additional instructions, procedures and terms provided to you with respect to each of these new services.

**10. Fees and Charges.** In consideration of our making the First Community Bank Online Banking services available to you, you agree to pay, and you authorize us to automatically debit to the applicable account for the following fees:

**Access to First Community Bank Online Banking is furnished at no charge to the customer. This includes viewing your accounts and current transactions, viewing a range of transactions between dates, transferring funds from one account to another and viewing previous statements.**

**Fees may change from time to time and notification of these fee changes will be provided through the First Community Bank Schedule of Fees provided to each customer 30 days in advance of fee changes.**

You will be solely responsible for all tariffs, duties, or taxes imposed by any government or governmental agency in connection with any transfer made pursuant to this Agreement and for all telephone charges, Internet access service charges, tools, tariffs, and other costs for online sessions initiated by you. There may be other costs and charges associated with your accounts, such as overdraft charges. Please refer to the Schedule of Fees for details.

**11. Errors and Adjustments.** We agree to correct any error made in crediting or debiting any account by making the appropriate adjustment to your account balance. You agree to repay promptly any amount credited to your account in error, and you authorize us to initiate a debit transfer to any account to obtain payment of any erroneous credit. If you become aware of any errors on your accounts, notify the bank immediately by calling 1-888-300-0838 or writing to the bank at P.O. Box 1419, Chatom, AL 36518. Your bank deposit account statement contains information on the specific timelines in which electronic transfer errors must be reported.

**12. Bank's Liability for Failure to Make or Stop Certain Electronic Fund Transfers.** If we do not complete an electronic fund transfer to or from an account in a reasonable amount of time or in the correct amount according to our agreement with you, we will only be liable for your direct losses or actual damages, except in the following instances:

If, through no fault of ours, you do not have enough money in the account (or any linked account) to make the electronic fund transfer or the electronic fund transfer would go over the credit limit on the account.

If you have not completely and properly followed the terms of this Agreement or instructions provided regarding how to make an electronic fund transfer or the data or instructions transmitted via First Community Bank Online Banking are inaccurate or incomplete.

If any part of the First Community Bank Online Banking system was not working properly and you knew about the breakdown when you started your electronic fund transfer.

If circumstances beyond our control prevent or delay the electronic fund transfer, despite reasonable precautions that we have taken.

If your funds are subject to legal proceeding or if any other claim restricts the transaction.

If your PIN has been reported lost or stolen or if we have any other reason to believe that an electronic fund transfer may be erroneous or unauthorized.

If you, any joint holder, or an authorized cosigner on a Deposit Account has requested that we stop payment of the electronic fund transfer.

If you have exceeded the limitations on the number of withdrawals or transfers allowed during the statement period for the type of Deposit Account you have with us (e.g., certain types of savings accounts, including money market deposit accounts).

If the Deposit Account has been closed.

**13. Limits on Bank's Liability.** Our liability for electronic fund transfer made to or from accounts is also governed by Sections 12 and 14. If any provision herein is inconsistent with any provision of Section 12 or Section 14 or any provision of applicable law that cannot be varied or waived by agreement, the provisions of those Sections or applicable law shall control. To the fullest extent permitted by applicable law, you agree that we will have no liability whatsoever for any loss, damage, or claim arising out of any delay or failure in the performance of any First Community Bank Online Banking service in accordance with the terms of this Agreement, including but not limited to, that resulting from our negligence. Our duties and responsibilities to you are strictly limited to those described in this Agreement, except with respect to any provisions of the law applying to electronic fund transfers that cannot be varied or waived by agreement. In no event will the Bank be liable for any consequential, special, or punitive damages or for any indirect loss that you may incur or suffer in connection with the service (even if the Bank has been informed of the possibility of such damages), including, without limitation, attorneys fees. The Service Provider is an independent contractor and not the Bank's agent. The Bank's sole duty shall be to exercise reasonable care in the initial selection of the Service Provider. YOU ACKNOWLEDGE THAT NO EXPRESSED OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OR A PARTICULAR PURPOSE, IS MADE BY THE BANK WITH RESPECT TO ANY FIRST COMMUNITY BANK ONLINE BANKING SERVICE OR THE SOFTWARE, AND THE BANK HEREBY DISCLAIMS ALL SUCH WARRANTIES. The only warranties are those provided by the licensor of the Software and set forth on the Software package. To the fullest extent permitted by applicable law, and without limiting the generality of the foregoing, the Bank shall not be liable at any time to you or any other person for any loss, charge, fee, penalty, expense or other damage resulting from any failure or delay of the performance of the bank's responsibilities under this Agreement which is caused or occasioned by any act or thing beyond the Bank's reasonable control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure, electrical or computer failure, war, emergency conditions, acts of God, fire, storm, or other catastrophe, or inability to obtain or delay in obtaining wire services or Internet access, or refusal or delay by the Service Provider or another bank or financial institution to execute any bank transfer or stop payment. In addition, the Bank shall be excused from any failure or delay in executing a bank transfer or stop payment, if such execution would result in the violation of any applicable state or federal law, rule, regulation or guideline. To the fullest extent permitted by applicable law, you agree that the Bank shall not have any liability whatsoever for any loss caused by the act, error, or omission of you or any other person, including, without limitation, the Service provider, any Internet access service provider, any federal reserve bank or transmission or communications facility or any intermediary or receiving financial institution, and no such

person shall be deemed the Bank's agent.

**14. Your Liability for Unauthorized or Erroneous Transfers.** You have the obligation to immediately notify the Bank if your PIN has been lost or stolen, or if someone has transferred funds from your account through First Community Bank Online Banking without your permission (or is contemplating to do so). We may require that the notice be in writing. You could lose all the money in your Deposit Account, some or all of the money in any linked account, if you fail or refuse to immediately advise the Bank of the unauthorized use of your PIN. Refer to your bank statement for the time limitations for reporting unauthorized electronic transfers.

If you believe your PIN has been lost or stolen or that someone has transferred or may transfer money from an account without your permission contact our bank immediately by calling 1-888-300-0838 or faxing 251-847-3877. You may also write us at First Community Bank, Attn: Bookkeeping Dept., P.O. Box 1419, Chatom, AL 36518.

**15. Rejection of Transfers; Overdrafts.** You acknowledge that the Bank may from time to time, in its sole discretion, reject any bank transfer request or return any bank transfer

- A. if there are insufficient or unavailable funds in the Deposit Account or the Deposit Account has been closed or is frozen,
- B. if the payment order does not conform to the terms of this Agreement,
- C. if the information provided is insufficient to complete the request or
- D. if the payment order appears to be a duplicate, but neither the Bank nor the Service Provider is under any obligation to recognize that a payment is a duplicate and you should not rely on the Bank or the Service Provider to do so.

If a payment order is rejected or a bank transfer is returned, the Bank will notify you and you will have the sole obligation to remake the payment order in accordance with the terms of this Agreement and the Software. The Bank may from time to time, in its sole discretion and without any obligation to do so, execute any payment order even though an overdraft to the account results. To the extent permitted by applicable law, you agree that the Bank will not have any liability whatsoever for refusing to accept or rejecting or returning any bank transfer. If an overdraft occurs in a Deposit Account, you agree to cause sufficient available funds to pay the amount of the overdraft to be deposited into or credited to the Deposit Account before the end of that business day. Any overdraft existing at the close of a business day is immediately due and payable without notice or demand.

**16. Disclosure of Deposit Account Information to Third Parties.** You agree that we may from time to time disclose to third parties information about your accounts or the transactions that you make through First Community Bank Online Banking. We will disclose information to third parties about your accounts or the transfers you make:

- A. Where it is necessary for completing bank transfers or stop payment or providing any other service in connection with First Community Bank Online Banking; or
- B. In order to verify the existence and condition of your Deposit 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.

**17. Amendment.** We reserve the right to amend this agreement from time to time as necessary to include, but not limited to, change in fees, liability, services, etc. Amendments to this agreement will be delivered to you and posted in our offices at least 30 days prior to effect, unless it is necessary to make immediate changes for security purposes, to comply with law, changes made by our service provider or as otherwise expressly provided in this Agreement.

**18. Termination.** You agree that we may cancel or restrict your use of First Community Bank

Online Banking or any First Community Bank Online Banking service at any time upon such notice (including e-mail) as is reasonable under the circumstances. You may cancel First Community Bank Online Banking by contacting First Community Bank in writing at P.O. Box 1419, Chatom, AL 36518, by fax at (251) 847-3877 or through e-mail to **services@fcb-al.com**.

**19. Other Agreements; Severability; Governing Law.** In the event of any conflicts between this Agreement and the content of the software or any related materials regarding the bank's obligations to you, the terms of this Agreement will control. If any provision of this Agreement is unlawful or unenforceable, each such provision or writing will be without force and effect without thereby affecting any other provision hereof. This Agreement will be governed by the substantive laws of the United States, applicable federal regulations, and to the extent not inconsistent therewith, the laws of the State of Alabama, without regard to such States' rules regarding conflicts of laws. In the event of any conflicts between this Agreement and the content of the software or any related materials regarding the bank's obligations to you, the terms of this Agreement will control. If any provision of this Agreement is unlawful or unenforceable, each such provision or writing will be without force and effect without thereby affecting any other provision hereof. This Agreement will be governed by the substantive laws of the United States, applicable federal regulations, and to the extent not inconsistent therewith, the laws of the State of Alabama, without regard to such States' rules regarding conflicts of laws.

**20. Assignment.** You may not assign all or any part of your rights or obligations under this Agreement without our prior express consent, which may be withheld in our sole discretion. We may assign or delegate all or any part of our rights or obligations under this Agreement, including without limitation, the performance of the services described herein. This Agreement will be binding on and inure to the benefit of the successors and/or assigns of any party.

**21. No Third Party Beneficiaries.** This Agreement is for the benefit of you and the Bank and is not intended to grant, and shall not be construed as granting any rights to or otherwise benefiting any other person, except as expressly otherwise provided in this Agreement.

**22. Choice of Forum.** In the event any litigation is instituted to enforce or interpret the terms of this Agreement, you agree that the exclusive forum therefore shall be the Circuit Court for Washington County, Alabama. In the event that the Bank is the prevailing party, the Bank shall be entitled to reimbursement for all reasonable attorney fees and costs incurred including, but not limited to, those incurred incident to any appeal.



**ENTITY RESOLUTION AUTHORIZING INTERNET BANKING SERVICES**

\_\_\_\_\_  
[Name of Entity]

**TO: First Community Bank  
PO Box 1419  
Chatom AL 36518**

\_\_\_\_\_  
[Address]

This Resolution and Authorization is executed and delivered to First Community Bank, P.O. Box 1419, Chatom, Alabama 36518, on the date set forth below by the named entity, in order to authorize the individuals identified to execute and deliver on behalf of the entity both this Resolution and any other agreements or documents which the Bank may require with respect to any services to be provided to the entity under the **(initial next to appropriate Agreement):**

\_\_\_\_\_ Internet Banking Agreement and Application.

At a meeting duly called for the purposes set forth herein, after proper notice, it was RESOLVED that each of the undersigned as either officer, owner, principal, or other authorized individual may take all action required on behalf of the entity for execution and delivery of this Resolution, the Internet Banking Agreement and Application, and any other agreements or documents which First Community Bank may require from time to time with respect to Internet Banking Services to be provided to the entity.

It is further RESOLVED that after consideration of the terms and conditions provided by First Community Bank for Internet Banking Services, and the Disclosures and other documents provided, the entity has determined to authorize the following individuals to act on its behalf:

Authorized Signers:

Title

_____	_____
_____	_____
_____	_____
_____	_____

Each of the undersigned, for themselves and on behalf of the entity, acknowledge they have received a copy of the Internet Banking Agreement and Application, Disclosures, and the existing Deposit Account Agreement with First Community Bank, and agrees to the matters set forth therein and all set-up forms and related documents provided by the Bank. We acknowledge that upon execution and delivery of this Resolution and Agreement, the named individuals may from time to time request the Bank to provide any of the services described in the various documents, and each of the individuals identified above is authorized by this Resolution to act on behalf of the entity for the provision of services by the Bank. This Resolution will remain in full force and may be relied upon by the Bank until the entity provides written notification, to the Internet Banking Services Coordinator of First Community Bank, of any change.

The undersigned warrants the entity has taken all necessary action required by its organizational documents to authorize the individuals named above to execute and deliver on behalf of the entity this Resolution and Authorization, the Internet Banking Agreement and Application, and any other forms or documents which the Bank may require from time to time.

☞☞ Corporation – this is a Corporate Resolution. It must be adopted according to the terms of the corporation's bylaws. Execution and delivery to Bank constitutes the warranty of the named persons that all corporate action has been appropriately undertaken.

☞☞ Partnership, Limited Liability Company, Limited Liability Partnership. All members must execute this Resolution on behalf of the entity, unless satisfactory documentation to the contrary is provided to Bank.

☞

☞☞ Governmental Entity – The appropriately authorized Treasurer or other documented official must execute this form.

**Dated:** \_\_\_\_\_

\_\_\_\_\_  
[Name of Entity]  
**BY** \_\_\_\_\_  
[Printed Name]  
\_\_\_\_\_  
[Signature]  
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For Internal Use Only

Member

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

FDIC

