



INTERNET BANKING AGREEMENT / APPLICATION
www.firstpeoplesbank.net

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| For Office Use ONLY: Application accepted by: _____ System entry by: _____ Date: _____ |
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Name: _____

Address: _____

Phone 1 #: _____ Phone 2 #: _____

Email Address: _____ (Required)

Account #: _____ Contact preference: phone ____ e-mail ____

Date of Birth: _____ Mother's Maiden Name: _____

Social Security Number or EIN _____

I would like the following services:

Bill Pay Service: _____ Yes _____ No Account # _____

Fund transfer: _____ Yes _____ No

Mobile deposit: _____ Yes _____ No (Consumer Only)

Internet banking users will be prompted to change password after first time access.

By signing this Agreement, I acknowledge I have read and accepted the Electronic Disclosures as provided in the agreement.

Account Holder Signature or Authorized Signer

Date

Please mail the application to: First Peoples Bank of Tennessee, P.O. Box 590, Jefferson City, TN 37760 or drop off at any of our 7 locations. If you would like to speak with us about your application, please call (865)475-9052. A Customer Support Representative will be available to you Monday – Friday 8:00 a.m. to 5:00 p.m. EST. You may email us at **fpbonline@firstpeoplesbank.net**.

If we receive your Internet Banking Agreement/Application before 4:00 p.m. on a business day, we will send you an e-mail that same day with your User ID and Temporary Password. If the application is received after 4:00 p.m., we will process it and send your e-mail the next business day.

FIRST PEOPLES BANK OF TENNESSEE INTERNET BANKING AGREEMENT / DISCLOSURE

This Internet Banking Agreement and Disclosure (“the Agreement”) explains the terms and conditions governing basic Internet Banking services and bill pay services offered by First Peoples Bank of Tennessee (collectively “Internet Banking Services”). By using any of the Internet Banking Services, you agree to abide by the terms and conditions of this Agreement. The terms “we”, “us”, “our”, and “First Peoples Bank” refer to Financial Institution. “You” refers to each person who enrolls for Internet Banking Services and has a password. The term “business days” means Monday through Friday, excluding Saturday, Sunday, and banking holidays.

Your Internet Banking services and each of your accounts are also governed by the applicable Disclosures, Rates, and Fee Schedules provided by First Peoples Bank of Tennessee in your new account packet as each may be modified from time to time and collectively, the “First Peoples Bank of Tennessee Documents”.

You are responsible for paying any fees associated with Internet Banking and bill payment as well as any additional fees that may be assessed by your Internet Service Provider and for any telephone charges or fees incurred by accessing Internet Banking Services.

Your initial use of Internet Banking Services constitutes your acceptance and agreement to be bound by all of the terms and conditions of this Agreement and by “First Peoples Bank of Tennessee”, and acknowledges your receipt and understanding of this Agreement.

First Peoples Bank of Tennessee is entitled to act on instructions received through Internet Banking under your password and without inquiring into the identity of the person using that password. However, do not, under any circumstances, disclose your password by telephone or to anyone claiming to represent First Peoples Bank of Tennessee. First Peoples Bank of Tennessee’s employees do not need and should not ask for your password. You are liable for all transactions made or authorized using your password. First Peoples Bank of Tennessee has no responsibility for establishing the identity of anyone using your password. If, despite First Peoples Bank of Tennessee’s advice, you give your password to anyone, you do so at your own risk since anyone to whom you give your Internet Banking password or other means of access will have full access to your accounts even if you attempt to limit that person’s authority. You must notify First Peoples Bank of Tennessee that your password has been lost, stolen or otherwise compromised and should not be honored and must be disabled.

If two (2) people hold a joint checking account, then there are two (2) ways to enroll for Internet Banking Services. Both account holders may enroll separately and each will have his/her own password, and his/her own separate Internet Banking Agreement. Each such joint account holder is subject to separate Internet Banking Service fees as applicable. Alternately, one holder of a joint account can enroll for Internet Banking Services with one password issued and be subject to fees for one person. You are liable for all transactions that you, or if you are using a joint Bill Payment Account, any of you, make or authorize, even if the person you authorize exceeds your authority. You hereby release First Peoples Bank of Tennessee from any liability and agree not to make any claim or bring any action against us for honoring or allowing any action or transactions where you have authorized the person performing the action or transaction to use your account(s) and /or you have given your password to such person, or, in the case of a jointly held account such person is one of the owners of the account. You agree to indemnify First Peoples Bank of Tennessee and hold it harmless from and against any and all liability (including but not limited to reasonable attorney fees) arising from any such claims or actions. First Peoples Bank of Tennessee has the right to modify or terminate this Agreement at any time. We will comply with any notice requirements under applicable law for such changes or termination. If we modify this Agreement, your continued use of Internet Banking Services will constitute your acceptance of such changes in each instance.

CUSTOMER PRIVACY POLICY

MISSION STATEMENT ON PRIVACY AND CONFIDENTIALITY

At First Peoples Bank of Tennessee, our mission is to meet the desires of our customers. As financial services professionals entrusted with sensitive financial information, we respect the privacy of our customers and are committed to treating customer information responsibly. We believe that your privacy should not be compromised. At the same time, we want to offer you the array of financial products and services you need to accomplish your financial goals. We believe we can do both through the privacy policy outlined below. Our Customer Information Policy Principles serve as standards for all First Peoples Bank of Tennessee employees for collection, use, retention, and security of individual customer information.

RECOGNITION OF OUR CUSTOMER’S EXPECTATION OF PRIVACY

At First Peoples Bank of Tennessee, we recognize that you have a right to expect your personal financial information to remain private and secure. We believe the confidentiality and protection of customer information is one of our fundamental responsibilities. And while information is critical to providing quality service, we recognize that one of our most important assets is our customers’ trust. This makes the safekeeping of customer information a priority for First Peoples Bank of Tennessee.

CUSTOMER BENEFITS OF INSTITUTIONS’S INFORMATION MANAGEMENT PRACTICES

We collect, retain, and use information about our customers only where we reasonably believe that it will help administer our business or provide products, services, and other opportunities to you. We collect and retain information about you only for specific business purposes – and we will tell you why we are collecting and retaining it upon your request. We use information to protect and administer your records, accounts, and funds; to comply with certain laws and regulations; to help us design or improve our products and services; and to understand your financial needs so that we can provide you with quality products and superior service.

MAINTENANCE OF ACCURATE INFORMATION

First Peoples Bank of Tennessee has established procedures to ensure that your financial information is accurate, current, and complete, in accordance with reasonable commercial standards. Should you ever believe that our records contain inaccurate or incomplete information about you, please notify us. We will investigate your concerns and correct any inaccuracies.

LIMITATIONS ON EMPLOYEE ACCESS TO INFORMATION

At First Peoples Bank of Tennessee, employees are educated on the importance of maintaining the confidentiality of customer information and on these Privacy Principles. Because of the importance of these issues, all First Peoples Bank of Tennessee employees are responsible for maintaining the confidentiality of customer information and employees who violate these Privacy Principles will be subject to disciplinary measures.

PROTECTION OF INFORMATION VIA ESTABLISHED SECURITY PROCEDURES

First Peoples Bank of Tennessee safeguards information according to established security standards and procedures, and we continually assess new technology for protecting information. Our employees are trained to understand and comply with these information principles.

RESTRICTIONS ON THE DISCLOSURE OF ACCOUNT INFORMATION

We do not reveal specific information about your accounts or other personally identifiable data to unaffiliated third parties for their independent use unless:

1. You request or authorize it,
2. The information is provided to help complete a transaction initiated by you,
3. The information is provided to a reputable credit bureau or similar information reporting agency,
4. The disclosure otherwise is lawfully permitted or required.

MAINTAINING CUSTOMER PRIVACY IN BUSINESS RELATIONSHIPS WITH THIRD PARTIES

At times, it is necessary to provide personally identifiable information about our customers to a third party such as the data processing service company. When the Bank conducts business with third parties, it requires its vendors and suppliers to maintain similar standards of conduct regarding the privacy of personally identifiable customer information provided to them.

PROVIDING PRIVACY INFORMATION TO CUSTOMERS AND RESPONDING TO INQUIRIES

First Peoples Bank of Tennessee recognizes and respects the privacy expectations of our customers. We want our customers to understand our commitment to privacy in our use of customer information. As a result of our commitment, we have developed these Privacy Principles which are made readily available to our customers. Customers who have questions about these Privacy Principles or have a question about the privacy of their customer information should call (865) 475-9052, or write First Peoples Bank of Tennessee, P.O. Box 590, Jefferson City, Tennessee, 37760, or contact the Branch Managers at any of our convenient locations listed on our website.

BILL PAYING AGREEMENT

This is your Bill Paying Agreement with First Peoples Bank of Tennessee. You may use First Peoples Bank of Tennessee's bill paying service, FPB Bill Pay, to direct First Peoples Bank of Tennessee to make your payments from your designated checking (account) to the Merchants you choose in accordance with this Agreement. The terms and conditions of this Agreement are in addition to the Account agreements, disclosures, and other documents in effect from time to time governing your Account (the Account Rules).

"You" or "your" means each person who signs the bill paying enrollment form or is otherwise authorized to use the service. "Merchant" means anyone, including the Financial Institution, you designate and the Financial Institution accepts as a payee.

INTERNET BANKING AND BILL PAYMENT SERVICE AGREEMENT

This Internet Banking and Bill Payment Agreement (the "Agreement") explains the terms and conditions governing the use of basis Internet Banking Services and Bill Payment Services offered by First Peoples Bank of Tennessee. All Internet Banking Services of any kind offered by First Peoples Bank (including, but not limited to funds transfers and bill payment services) will be referred to collectively as "Internet Banking Services" in this Agreement. "I" refers to each person(s) authorized to use any account at First Peoples Bank and any person(s) who has been given a PIN or password chosen by the customer. The term "business day" means all days except Saturday, Sunday and all banking holidays.

All Internet Banking Services offered by First Peoples Bank of Tennessee are governed by this Agreement, as well as applicable Federal Regulatory disclosures and the Deposit Account Terms and Conditions of First Peoples Bank. All applicable fee schedules published by First Peoples Bank of Tennessee from time to time will apply to the Internet Banking Services. You are responsible for the payment of any fees incurred by you on any account, for any service, at any time. You agree to pay all such fees upon request of First Peoples Bank of Tennessee. Further, you agree to pay all telephone charges or fees incurred by you in accessing Internet Banking Services. Internet Banking Services requires you to have Internet access established.

By Submitting this Form:

1. I agree that my use of the Internet Banking Services will confirm that I have completed and reviewed this Agreement and applicable disclosures, both of which First Peoples Bank may amend from time to time. My initial use of any Internet Banking Service in connection with my account(s) at First Peoples Bank constitutes my acceptance and agreement to be bound by all of the terms and conditions of this Agreement and of the Deposit Account Terms and Conditions.
2. I understand my password or PIN can be used to expend funds from my account and this code must be safeguarded. I authorize First Peoples Bank of Tennessee and its agents to follow any instructions transmitted by use of this code, and I agree to be bound thereby. If accessing a business or non-commercial account, I certify I am authorized to use the PIN or password. First Peoples Bank of Tennessee is entitled to act upon instructions received through any Internet Banking Service under my PIN or password without inquiring into the identity of the person using the PIN or password. However, I agree I will not, under any circumstances, disclose my PIN or password to any person. I acknowledge that no employee of First Peoples Bank of Tennessee needs or should ever ask for my PIN or password. I am liable for all transactions made or authorized using my PIN or password. First Peoples Bank of Tennessee has no responsibility for establishing the identity of any person or determining the validity of any transaction received using my PIN or password. If I provide my PIN or password to anyone, I authorize any transactions carried out by that person. First Peoples Bank of Tennessee assumes all transactions authorized by my PIN or password is legitimate. I hereby indemnify and release First Peoples Bank of Tennessee from any and all liability and agree not to make any claim against First Peoples Bank of Tennessee in honoring or allowing any actions or transactions where I have authorized the person performing the action or transaction to use my account or when I have provided my PIN or password to that person.
3. I will notify First Peoples Bank of Tennessee at once if I believe another person has improperly obtained my PIN or password or has carried out an unauthorized transaction(s). At any time, I may ask First Peoples Bank of Tennessee to disable my PIN or password and issue a new one to me.
4. If you have a business account, you are liable for all transactions that occur on the account. The owner of the business account authorizes all transactions made by other persons. The owner of the business account agrees to be liable for any other parties designated (by being given the PIN or password) to conduct business on the account(s).
5. For multiple party accounts, each person on a multiple party account will be liable for all transactions that are made on that account. Each person on a multiple party account authorizes all transactions made by any other signer(s) on the account(s). Each owner(s) on a multiple party account(s) agrees to be liable for the actions of the other owner(s) on the account. The limitations of liability set forth in this Agreement are subject to, and limited by, any State or Federal law to the contrary.
6. First Peoples Bank of Tennessee has the right to modify or terminate this Agreement or the Deposit Account Terms and Conditions at any time. When making changes, First Peoples Bank of Tennessee will comply with all legal notice requirements. Once this Agreement is terminated, First Peoples Bank of Tennessee will not allow any additional transactions on the account, nor will additional Internet Banking Services be permitted. If this Agreement is modified, my continued use of the Account will represent my acceptance of the changes.
7. In order to take advantage of other Internet Banking and Bill Payment Services offered, I understand I must complete this Agreement and establish basic Internet Banking Services with First Peoples Bank of Tennessee. All services later added are covered under this Agreement and my signature authorizes First Peoples Bank of Tennessee to carry out transactions under any other Internet Banking Services I decide to use or set up at a future date, such as Bill Payment Services. By using any new service, I agree to be bound by the terms communicated to me in advance.
8. First Peoples Bank of Tennessee will not provide any receipt or documentation of transactions other than regular account statements.

LIABILITY

You are solely responsible for controlling the safekeeping of, and access to, your password. You are liable for all transactions you make or you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify First Peoples Bank of Tennessee and arrange to change your password. You will be responsible for any bill Payment request you make that contains an error or is a duplicate of another Bill Payment. First Peoples Bank of Tennessee is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. First Peoples Bank of Tennessee is not liable for any Failure to make a Bill Payment if you fail to promptly notify us after you learn that you have not received the credit from a Merchant for a Bill Payment. First Peoples Bank of Tennessee is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be First Peoples Bank of Tennessee's agent. In any event, First Peoples Bank of Tennessee will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if First Peoples Bank of Tennessee has knowledge of the possibility of them. First Peoples Bank of Tennessee is not liable to act or delay in acting if it is caused, in whole or in part, by any cause beyond First Peoples Bank of Tennessee's control.

ADMENDMENT AND TERMINATION

First Peoples Bank of Tennessee has the right to change this Agreement at any time by notice mailed to you at the last address shown for the Account on our records by posting notice in branches of First Peoples Bank of Tennessee, or as otherwise permitted by law.

First Peoples Bank of Tennessee has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to First Peoples Bank of Tennessee. First Peoples Bank of Tennessee is not responsible for any fixed payment made before

First Peoples Bank of Tennessee has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by First Peoples Bank of Tennessee on your behalf.

FEES

First Peoples Bank of Tennessee does not currently charge a fee for On-line Banking or Bill Pay Service. However, First Peoples Bank of Tennessee reserves the right to begin charging a reasonable fee for the service upon thirty (30) days written notice to you.

Mobile Banking Agreement and Specific Disclosure Information Required By Federal Law

First Peoples Bank of Tennessee strives to provide you with quality, dependable Mobile Banking services. By enrolling in this service, you agree to all the terms and conditions contained in this Agreement, and accept the Specific Disclosure Information Required by Federal Law incorporated herein.

We may periodically update our Mobile Banking services and offer new or revised features/services to you in the future. These new or revised features/services will be governed by this agreement and by any terms and conditions provided to you at the time the new or changed feature/service is made available or, if applicable, when you enroll for the new feature/service. We may amend these terms and conditions and modify or cancel the Mobile Banking services we offer without notice, except as may be required by law.

As used in this agreement for Mobile Banking services, the following words are defined as shown below:

- **Account(s)** means your eligible First Peoples Bank of Tennessee checking, savings, loan, or other First Peoples Bank of Tennessee products that may be accessed through Mobile Banking.
- **Device** means a supportable mobile device, including a cellular phone or other mobile device that is web-enabled and allows secure encrypted traffic, which is also capable of receiving text messages. Please consult your wireless provider to determine whether you will be charged fees for data or text messaging services.
- **Mobile Banking** means the banking services accessible by you from the device you have registered with us.
- **You and Yours** means each person authorized to access your account(s) who applies for the Mobile Banking service.
- **We, Us and Bank** means First Peoples Bank of Tennessee.

Mobile Banking is offered as a convenience and supplemental service to our Online Banking Services. It will not replace Online Banking from your personal computer or other methods, such as telephone banking, you use for managing your accounts and services with us. Mobile Banking allows you to access your Bank account information, make payments, transfer funds and conduct other banking transactions. You must be enrolled to use the Bank's Online Banking service. Enrollment for this service cannot be completed online. We must have your request in writing by having you complete the Bank's *Internet Banking Agreement/Application*. This agreement/application can be accessed and printed from our website. You must then complete the form, sign it and deliver it in person or by mail to one of our offices. You can activate your Device within the Online Banking System. Information about First Peoples Bank of Tennessee's Mobile Banking service is available at any of our offices and on our website at www.firstpeoplesbank.net. We reserve the right to limit the types and number of accounts to which you could have access. We reserve the right to refuse to complete any transaction you request through Mobile Banking. We also reserve the right to modify the scope of this service at any time.

Mobile Banking may not be accessible through some network carriers and this service may not be supportable for all devices. First Peoples Bank of Tennessee cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, including data outages or *out of range* issues.

Some of the features that are currently available to you through our Mobile Banking service are as follows:

- View Account Balances
- View Transaction History
- View Bill Pay History
- Receive Alerts
- Transfer Funds Between Accounts Held At First Peoples Bank of Tennessee
- Bank to Bank Transfers
- Pay Bills On-Line
- Secure Messaging
- Multi-Factor Authentication

If you submit your transfer request prior to the deadline established by us for the transfer service, you will initiate an immediate transfer via Mobile Banking. Transfer transaction requests received after 6:00 p.m. EST on business days and transfer transactions requested on Saturdays, Sundays or holidays on which the Bank is closed will be processed on the Bank's next business day.

You must have sufficient funds available in the selected account at the time the transfer request is received. These available funds may include Bounce Protection or an Overdraft Protection Line of Credit. We may process transfers that exceed your available balance at our sole discretion. If we process the transfer, you agree to cover any overdraft amount plus any applicable fees.

Federal regulations require financial institutions to limit the number and method withdrawals may be made from a savings or money market account. Each transfer from a savings account or money market account using Mobile Banking is counted as one of the six limited transactions permitted each statement cycle period. These limitations are described in the Deposit Account Agreement and

Disclosures. You may be subject to fees or account type conversion if you exceed the transaction limits of your account using Mobile Banking or other methods.

We may limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice at our option. You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

In order to properly use Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly at 865-475-9052 if you have problems with Mobile Banking. We may modify the service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for the proper use of your device. We will not be liable for any losses caused by your failure to properly use the service or your device.

Your secret code (PIN) will give you access to your accounts via Mobile Banking. For security purposes, it is recommended that you memorize your PIN and do not write it down. We also recommend that you change your PIN regularly to try and avoid misappropriation by a third-party. You are responsible for keeping your PIN and account data confidential. When you give someone your PIN, you are authorizing that person to use Internet Mobile Banking and on-line financial services and you are responsible for all transactions performed using your PIN. In addition, fraudulent transactions initiated using your PIN will be charged against your account(s).

You agree that when using the Bank's Mobile Banking service, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including but not limited to, your mobile service provider and that this agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking, such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking. You further agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services and you agree to resolve any problems with your mobile service provider directly without involving the Bank.

Any deposit account, loan or other banking product accessed through this service is also subject to the Account Agreements and Disclosures provided at the time of account opening. You should review the account disclosures carefully, as they may include transaction limitations and fees which may apply to your use of Mobile Banking.

You agree that you will not hold us liable for any damages resulting from a receiver's decision to accept or not to accept a payment made through the Mobile Service.

You also agree to the following by enrolling for Mobile Banking or by using the service:

- You represent that you are the legal owner of accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the device you will use to access Mobile Banking.
- You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree to not leave your device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your device, your login information or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any resulting damages to you. You agree to not use any personally identifiable information when creating shortcuts to your account. We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.
- You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would
 - a. Infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the software;
 - b. Be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to, use of Mobile Banking to impersonate another person or entity;
 - c. Violate any law, statute, ordinance or regulation, including but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising;
 - d. Be false, misleading or inaccurate;
 - e. Create liability for us or our affiliates or service providers, or cause us to lose in whole or in part the services of any of our service providers;
 - f. Be defamatory, libelous, unlawfully threatening or unlawfully harassing;
 - g. Potentially be perceived as illegal, offensive or objectionable;
 - h. Interfere with or disrupt computer networks connected to Mobile Banking;

- i. Interfere with or disrupt the use of Mobile Banking by any other user; or
 - j. Use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.
- You agree that the Bank's Mobile Banking service is only for the personal or business use of individuals authorized to access your account information. You agree to not make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.
 - You may not gain, or attempt to gain, access to any Mobile Banking and/or related server, network, or data not specifically permitted to you, and you must not include any obscene, libelous, scandalous or defamatory content in any communications regarding First Peoples Bank of Tennessee.
 - Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless First Peoples Bank of Tennessee, its affiliates, directors, officers, employees, consultants, agents, service providers and licensors from any and all third-party claims, liability, damages, expenses and costs including but not limited to, reasonable attorneys' fees, caused by or arising from
 - a. a third-party claim, dispute, action, allegation of infringement, misuse or misappropriation based on information, data, files or otherwise in connection with the service;
 - b. your violation of any law or rights of a third party; or
 - c. your use, or use by a third-party of Mobile Banking.
 - First Peoples Bank of Tennessee is not responsible for any electronic virus that you may encounter using Mobile Banking. We encourage you to use a reliable virus protection product to detect and remove viruses. First Peoples Bank of Tennessee does not endorse products or services offered by any company or person linked to Mobile Banking nor is First Peoples Bank of Tennessee responsible for any software or the content of any information published on the website of any third party. You should take precautions when downloading files from websites to protect your Device and data from viruses and other destructive programs.
 - You indemnify, defend and hold harmless First Peoples Bank of Tennessee and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any losses arising out of: (1) your negligence; (2) your failure to comply with applicable law; or (3) your failure to comply with the terms of this Agreement.
 - First Peoples Bank of Tennessee may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party. We may also assign or delegate certain rights and responsibilities under this Agreement to independent contractors or other third parties. You may not assign this Agreement to any other party.
 - First Peoples Bank of Tennessee shall not be responsible for any attempted use of Mobile Banking on equipment or for transaction errors or failure resulting from the malfunction or failure of the Device or peripheral equipment you use. In no event shall First Peoples Bank of Tennessee be liable for any loss, damage or injury from whatever cause, nor shall we be liable for any direct, indirect, special or consequential damages arising from or connected in any way with the use or maintenance of the Device or peripheral equipment you use.
 - First Peoples Bank of Tennessee reserves the right to terminate this Agreement or to change the charges, fees or other terms described in this Agreement at any time. When changes are made, we will notify you either by: (1) electronic mail if you have agreed to receive communication electronically or (2) physical mail at the address shown in our records. You agree to promptly notify us of any change to your address.
 - If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and First Peoples Bank of Tennessee, this Agreement will control as it is applicable to Mobile Banking.
 - If any terms, portion, or provision of this Agreement is determined to be illegal or invalid (or incapable of being enforced by any regulations, laws, or a court of law), such invalidation of such term, portion, or provision of this Agreement does not invalidate the remaining term, portion, or provision of this Agreement and they shall remain in full force and effect. Upon a determination that any term, portion, or provision is illegal or invalid (or incapable of being enforced), you and First Peoples Bank of Tennessee agree in good faith to modify this Agreement so as to effect the original intent of the parties to closely expressing the original intention of the invalid or unenforceable term or provision.

SPECIFIC DISCLOSURE INFORMATION REQUIRED BY FEDERAL LAW

The following disclosures are provided to you in accordance with federal law.

SERVICES

Through Mobile Banking, you can manage eligible accounts from your Device. Mobile Banking can be used to conduct any of the following on-line financial transactions:

- Obtain balances and transaction histories on all eligible accounts including your checking, savings, and loan (accounts) enrolled in Mobile Banking (All account balances and transaction histories reflect activity through the close of the previous banking day);
- Transfer money between your checking and savings. (The number of transfers you can make from account is limited as described in the applicable account agreement. In addition, if a hold is placed on any funds deposited in an eligible account, you may not transfer the portion of funds being held until that hold expires);
- Bank to Bank Transfers;
- Transfer money to pay us for overdraft protection, consumer loans, home equity loans, or certain other eligible loans;
- Transfer funds from your eligible accounts to United States merchants in payment for goods and/or services,
- Pay bills directly by Mobile Banking from your checking and savings accounts in the amounts and on the days you request.

In addition to this Agreement, all transfers made by use of your Device and secret code are subject to the terms and conditions contained in the signature cards and the applicable customer agreement for your account or accounts. This Agreement is made as part of that customer agreement. We may, from time to time, introduce new on-line financial services. By using those services when they become available, you agree to be bound by the terms contained in this Agreement, and its subsequent amendments.

LIMITATIONS ON FREQUENCY AND DOLLAR AMOUNT OF TRANSFERS

Subject to your mobile service provider permitted transactions, transfers are limited regarding the following:

- Any account that requires two or more signatures to make withdrawals, transfers or other transactions is not eligible for Mobile Banking.
- Transfers and bill payments are limited up to a daily limit based on the available balance in your accounts.
- Transfers from a money market deposit account or a savings account to another account or to third parties by pre-authorized, automatic, or telephone transfer are limited to six per month (including by check, debit card, or similar order to third parties).

There are types of payments that may be prohibited through Mobile Banking or by Federal or applicable law. These payments include but are not limited to:

- Payments that violate any law, statute, ordinance or regulation.
- Payments to or from persons or entities located outside of the United States and its territories; and
- Payments related to activities such as:
 - taxes or court-directed payments,
 - terrorism or terrorist financing,
 - money-laundering,
 - controlled substances,
 - assisting in illegal activity;
 - gambling,
 - illegal sexually-oriented products,
 - the promotion of hate, violence, defamation, offensiveness, obscenity, indecency, vulgarity, or harassment,
 - schemes (such as pyramiding, ponzi, exploitation, credit repair, stored-value/check cashing/currency exchanging); or
 - infringement of copyrights, patents, trademarks, trade secrets or other proprietary rights or rights of privacy.

FEES

- We do not charge fees or transaction fees for use of Mobile Banking at this time.
- Please refer to the applicable customer agreement and fee schedule for fees associated with your account(s).
- You may be charged fees by your mobile service or telephone provider, of which you should refer to your applicable agreements with or contact your mobile service or telephone provider. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your Device mobile service provider or telephone company.

Please see our latest fee schedule or call 865-475-9052 for our stop payment fee for each stop payment, or returned item fee or overdraft fee if incurred.

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

SUMMARY OF YOUR LIABILITY FOR UNAUTHORIZED ELECTRONIC FUND TRANSFER TRANSACTIONS

Tell us AT ONCE if you believe your Device or secret code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your Device or secret code, you can lose no more than \$50 if someone used your Device or secret code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Device or code, and we can prove we could have stopped someone from using your Device or secret code 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 the Device, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed 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 will extend the time periods.

TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN EVENT OF UNAUTHORIZED TRANSFER

If you believe your Device or secret code has been lost or stolen or that someone has transferred or may transfer money from your account or accounts without your permission, call 865-475-9052 or write: First Peoples Bank of Tennessee, Bookkeeping Department, P. O. Box 590, Jefferson City, TN 37760.

BUSINESS DAYS

For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

You can usually access on-line financial services seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of Mobile Banking or on-line financial services may not be available due to system maintenance or reasons beyond our control. We do not warrant that Mobile Banking or on-line financial Services will be available at all times. When unavailable, you may use our telephone banking system, an automated teller machine ("ATM"), or one of our branch offices to conduct your transactions.

SUMMARY OF YOUR RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS

- (A) Terminal Transfers. You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals. For purchases and cash advances using your Mobile Banking, you will get a receipt from the merchant or financial institution for each transaction. You may not receive a receipt if the amount of the transfer is \$15.00 or less.
- (B) Preauthorized Credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 865-475-9052 to find out whether or not the deposit has been made.
- (C) Periodic Statements. You will get a monthly account statement concerning your checking account and a quarterly account statement covering your savings account unless there are no transfers in a particular month to or from your savings account. In any case, you will get the statement covering your savings account at least quarterly.

RIGHT TO STOP PAYMENT

- (A) Right To Stop Payment and Procedure for Doing So. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:
Call us at 865-475-9052 or write us at First Peoples Bank of Tennessee, Bookkeeping Department, P. O. Box 590, Jefferson City, TN 37760 in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. (Please see our latest fee schedule or call 865-475-9052 for our stop payment fee for each stop payment.)
- (B) Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- (C) Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
- (D) You Cannot Stop Any Payment Using Mobile Banking.

SUMMARY OF OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided by federal law. However, there are some exceptions. We will not be liable, for instance:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer.
- b. If the transfer would go over the credit limit on your overdraft line.
- c. If the automated teller machine where you are making the transfer does not have enough cash.
- d. If the system was not working properly and you knew about the breakdown when you started the transfer.
- e. If circumstances beyond our control (such as fire, flood, network or system down time, improper transmission or handling by a third party) prevent the transfer, despite reasonable precautions that we have taken.
- f. If the funds in your accounts are subject to a court order or other restriction preventing the transfer.
- g. If a merchant or financial institution fails to accept the Device, code, or its instructions
- h. If you have not provided the correct information, including but not limited to the correct account information, or the correct name and address or phone number of the receiver to whom you are sending a payment;
- i. If you, or anyone you allow, commits fraud or violates any law or regulation;
- j. If your account is closed or has been frozen; and/or
- k. There may be other exceptions stated in our agreement with you.

If we are unable to complete the transaction for any reason associated with your account(s) (for example, you do not have enough money in your account to make the transfer), the transaction may not be completed. In some instances, you may receive a return notice from us. In each such case, you agree that: (a) You will reimburse us immediately upon demand the transaction amount that has been returned to us and for any fees or costs we incur in attempting to collect the amount of the return from you.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

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

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

SUMMARY OF OUR ERROR RESOLUTION PROCEDURE

In Case of Errors or Questions About Your Electronic Transfers: Telephone us at 865-475-9052, Write us at First Peoples Bank of TN, Bookkeeping Department, P. O. Box 590, Jefferson City, TN 37760 or E-mail us at fpbonline@firstpeoplesbank.net 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. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) 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.
- (3) 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, point-of-sale, 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.

DISCLOSURE INFORMATION

I certify that I am at least 18 years of age, and that I have read, understand, and agree to all terms, conditions and disclosures and that I have truthfully and fully completed all items on this application.

My initial use of First Peoples Bank of Tennessee's Internet Banking product constitutes my acceptance and agreement to be bound by all of the terms and conditions of this Agreement and acknowledges my receipt and understanding of this Agreement and Disclosures.

First Peoples Bank of Tennessee has the right to modify or terminate this Agreement at any time. We comply with any notice requirements under applicable law for such changes or termination. If we terminate this Agreement, no future transfers or bill payments will be made, including but not limited to, any payments or transfers scheduled in advance or any pre-authorized recurring payment or transfers.

I agree that First Peoples Bank of Tennessee has the right to obtain a current consumer report in connection with this application, the renewal of my account or a change in my credit line, and First Peoples Bank of Tennessee has the right to report to others its credit experience with me.