

MOBILE BANKING AGREEMENT AND DISCLOSURE ADDENDUM TO ONLINE BANKING AGREEMENT

Agreement:

This agreement contains the terms that govern your use of the First National Bank (FNB) Mobile Banking services. You may use this service to access your accounts on a mobile device. By using Mobile Banking to access an account you are agreeing to the terms of this Agreement which supplements the Account Agreements and Disclosures provided at the time of Account opening as well as your Online Banking Agreement. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

We may amend the terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by Law. We reserve the right at all times to protect our systems and information, including denial of access to users of Services.

Other Agreements:

First National Bank does not charge a fee for Mobile Banking services; however, standard data rates from your mobile service provider may still apply. You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements.

Description of Service:

Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your First National Bank account(s) via your mobile device and perform the following actions:

- Check your balances
- Transaction history
- Transfer funds between eligible First National Bank Accounts
- Bill Pay
- Remote Deposit Anywhere

To utilize the Mobile Banking Service, you must be enrolled to use Online Banking and then register your mobile device within the Online Banking system. To utilize the Bill Pay functions

you must first set up your account to pay bills from, as well as your payees through your regular Online Banking. Any modifications to your Bill Pay will also have to be done through your regular Online Banking. Use of the Remote Deposit Anywhere service is not enabled until you accept the separate “Remote Deposit Anywhere Service Agreement and Disclosure”.

We reserve the right to limit the types and number of accounts eligible for mobile banking. We may also reserve the right to modify the scope of the Service at any time. Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. First National Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or “out of range” issues. We make no representations that Mobile Banking will be 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.

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Transfers from savings or money market accounts using Mobile Banking are counted as one of the six permitted transfers during each monthly statement period, as describe in the Account Agreement and Disclosures. You may be subject to fee or account conversion if transactions are exceeded on your account using Mobile Banking or any other form of transaction outlined in your Account Agreement and Disclosures.

Hours of Accessibility:

In general, Mobile Banking is accessible 24-hours per day, seven days a week; however, First National Bank does not guarantee that Mobile Banking will be available at all times.

Occasionally, due to system maintenance or reasons beyond our control, the mobile banking service may be unavailable.

Transactions are processed on business days only. Every day is a business day except Saturdays, Sundays, and Federal Holidays. A transfer initiated before 2:00p.m. CST on business days are posted to your account the same day. A transfer completed after 2:00p.m. CST will be made available to you, but will not be posted to your account until the next business day as specified above.

Use of Service:

You agree to accept responsibility for making sure that you understand how to use Mobile Banking and that you will contact us directly if you have any problems with Mobile Banking. You also accept responsibility for making sure that you know how to properly use your Device and First National Bank will not be liable to you for any losses caused by your failure to properly use the Service or your Device. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Mobile 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 any of your access information to any unauthorized person. If you permit other persons to use you Mobile Device, login information or any other means to access Mobile Banking, you will be held responsible for any transactions they authorize and we will not be liable for any damages resulting to you.

You agree that if your mobile device should become lost or stolen that you will contact your device carrier as well as First National Bank as soon as reasonably possible.

You agree that if your Mobile Banking service is inactive for 90 days that your Mobile Banking service will be terminated. To reinstate Mobile Banking services the set up and agreement process would have to be repeated.

Changing providers/phone numbers and Deactivating Services:

If you need to change providers, cell phone numbers or deactivate Mobile Banking, visit www.fnbjasper.com and log onto your NetTeller page. Open the iMobile tab and make the appropriate selections from there. There is no fee for terminating Mobile Banking

Equipment and Software:

First National Bank does not guarantee that your Device or mobile phone service provider will be compatible with Mobile Banking. Additionally, First National Bank is not responsible or liable for any electronic virus or viruses that you may encounter on your mobile phone and/or other devices with internet capabilities. You are responsible to ensure that your Device is protected from and free of viruses which could result in damage to programs, files, and/or your phone or could result in information being intercepted by a third party. First National Bank will not be responsible or liable for any indirect, incidental, special or consequential damages which may result from such viruses. First National Bank will also not be responsible or liable if any non-public personal information accessed via Mobile Banking due to any virus residing or being contracted by your Device at any time or from any source.

Minimum Requirements for Online Access through a Mobile Device:

- iSO 4 or higher & iPad 3 or higher
- Android OS 2.2 and higher for mobile handsets
- Android OS 3 and higher for tablets
- Blackberry® OS 6 and higher
- Windows® Phone 7 and higher
- Access to the Internet using the default browsers included by your mobile device manufacturer.

Indemnification:

Unless caused by intentional misconduct or gross negligence by First National Bank, you agree to indemnify, defend and hold harmless First National Bank, its officer, directors, employees, service providers, agents and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, attorney's fees) caused by or arising from (a) third party claims, dispute, action or 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.

If you have any questions regarding the above disclaimers or need additional information regarding this service, please contact customer service at 409-384-3486.

By clicking "Accept" you are agreeing to these terms and conditions of Mobile Banking Services.