



FIRST VOLUNTEER BANK ELECTRONIC BANKING AGREEMENT

Welcome to First Volunteer Bank's Electronic Banking Services. Thank you for adding this On-line Financial Service to your First Volunteer Bank relationship however; before you begin defining your On-line Financial Services please take a moment to review this Electronic Banking Agreement. The Agreement explains the terms and conditions for accessing accounts and conducting transactions at First Volunteer Bank ("Institution", "we", "us" and "our") via our Electronic Banking site(s). As used in this Agreement, the terms "you" and "your" refer to each person signing an Electronic Banking Application.

Acceptance of Terms

By clicking on the "Agree" button at the bottom of this Agreement, you acknowledge acceptance of these Terms and Conditions. If you do not agree to all these Terms, click on the "Do not agree" button. If you do not agree with these Terms, you will not have access to the Institution's Electronic Banking services. These Terms may be updated from time to time. Upon any change, the Institution will notify you by electronic mail or by a link to the new Agreement. If you continue to use the Institutions services thereafter, your continued use of the services constitutes acceptance of the changes and an agreement to be bound by the amended Agreement. If you do not agree to the changes, you agree to discontinue your use of the On-line Financial Services as defined in this Agreement.

Benefits of Electronic Banking

Through Electronic Banking, you can manage eligible accounts from your home, office or mobile device. Electronic Banking can be used to conduct any of the following:

Obtain balances and transaction histories on all eligible accounts enrolled in Electronic Banking (All account balances and transaction histories reflect activity through the close of the previous banking day); transfer money between eligible accounts (The number of transfers you can make from an 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); transfer money to pay Institution for overdraft protection, consumer loans, home equity loans, or certain other eligible loans; and pay bills to any merchant, financial institution or an individual with a U.S. address.

Institution 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.

Security & Protecting Your Account

We are strongly committed to protecting the security and confidentiality of our customer information. We have implemented several security procedures for the purpose of securing our Electronic Banking service, including the following:

- You must have a valid Electronic Banking ID, a password, and maintain an eligible account(s) at Institution.
- Challenge questions and required responses.
- Your account numbers are never displayed in full - only the last 4 digits can be viewed.
- If no action is taken for 10 minutes, you will be automatically logged off the Electronic Banking service.
- Multi-factor authentication.
- Encryption.

Money Market Accounts

While you can access your Money Market Account using Electronic Banking there are some differences between a Money Market account and a regular demand deposit account. You should refer to your Money Market Truth In Savings Disclosure for additional details regarding specific withdrawal limitations.

On-line Password

Your password will give you access to Institution accounts via Electronic Banking. Institution is entitled to act on any instructions it receives using your password. For security purposes, it is recommended that you memorize your password instead of writing it down, never share your password with anyone, and avoid obvious passwords such as your zip code, year of birth, or personal information. You should change your password often. Your password can be changed at our Electronic Banking site. You are responsible for keeping your password and account data confidential. When you give someone your password, you are authorizing that person to use Electronic Banking or other On-line Financial Services. Refer to the Unauthorized Transactions section of this agreement for instructions on handling transactions performed using your password

but not intended or authorized by you.

Accessibility

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 Electronic Banking or On-line Financial Services may not be available due to system maintenance or reasons beyond Institution's control. Institution does not warrant that Electronic 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 an Institution branch office to conduct your transactions. An On-line Financial Service transaction initiated prior to 6:00 PM (Eastern Time) on a banking day is posted to your account the same day.

Restrictions

You may not appropriate any information or material that violates any copyright, trademark or other proprietary or intellectual property rights of any person or entity while using the Electronic Banking or On-line Financial Services. You may not gain, or attempt to gain, access to any Electronic Banking and/or On-line Financial Service server, network or data not specifically permitted to you by Institution or its suppliers, and you must not include any obscene, libelous, scandalous or defamatory content in any communications with Institution or its suppliers.

Bill Payment Service

The Bill Payment service allows you to schedule bill payments through Electronic Banking. Institution does not provide the service directly. Instead, Institution entered into an agreement with a bill payment provider to provide the bill payment services directly to you. Subject to any regulatory or Institution-imposed limitations on usage, you can arrange, at your option, for the payment of your current, future and recurring bills from a checking account or a money market checking account. There is no limit to the number of payments that may be authorized and you may pay any merchant or individual approved by the bill payment provider. While you initiate payments electronically, they are ultimately paid via an automated clearinghouse (ACH) network or by a paper check. Payments delivered over an ACH network are governed by the rules and performance standards of that network.

By furnishing the names of your payees/merchants and their addresses, you authorize Institution and its bill payment provider to follow the payment instructions you provide for those payees/merchants. When payment instructions are received, funds will be remitted from the selected account, to the appropriate payee on your behalf on the day that you request ("Payment Date"). However, there is no obligation to make requested payments unless your account and/or overdraft protection plan has sufficient funds or credit availability to pay the bill as of the Payment Date. Funds for bill payments will be withdrawn from your account on the applicable Payment Date. A bill payment account ("Bill Payment Account"), separate from any account you hold at Institution, is established at the Bill Payment provider. When the Bill Payment provider receives notification of any return item, such as NSF or Account Closed, a block is placed on the Bill Payment Account for a minimum of five (5) business days. This prevents you from initiating any additional payments through the Bill Payment Account or from having any recurring or future dated payments made until the original return item has been paid. You may stop or change any scheduled payment, but you must do so by no later than 5:00PM (Eastern Time) on the Payment Date. The bill payment provider is obligated to pay any late fees incurred by you because of late payments up to \$50.00 so long as you allow five (5) business days for payments by check and for electronic payments.

Institution and its Bill Payment provider reserve the right, at their discretion, to implement security features to reduce risk of loss. These may include requiring pre-authorized drafts, verifying funds through an ATM network, and separating debits from credits so that payments are not sent until after good funds are received. Institution and its Bill Payment provider also reserve the right to terminate your use of Bill Payment services at any time.

If, for any reason, you should ever wish to cancel Electronic Banking, we strongly suggest that you cancel all future bill payments at the same time. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete any outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your Bill Payment service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

Responsibility

Neither Institution nor its suppliers will be liable for any transaction if: (i) you do not have enough money in your account to complete the transaction; (ii) a legal order prohibit withdrawals from your account; (iii) your account is closed or has been frozen; (iv) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with Electronic Banking or On-line Financial Services; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide us with complete and correct payment or transfer information; (viii) you did not properly follow the instructions for use of Electronic Banking or On-line Financial Services; (ix) you knew that Electronic Banking and/or the On-line Financial Services were not operating properly at the time you initiated the transaction or payment; (x) there is postal delay; or (xi) circumstances beyond our control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

Unauthorized Transactions

You should notify us immediately if you believe anyone has improperly obtained your password or if you suspect any fraudulent activity in your account(s). If your password has been compromised and you tell us within two (2) business days of discovering the loss or misappropriation, you can lose no more than \$50. If you do not tell us within the two (2) business day period, you could lose as much as \$500 if we could have stopped the use of your accounts had we received notice in a timely manner. You should contact us, or the bill payment provider, as applicable, as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need any information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared (If you notify us verbally, we may require that you send us your complaint or question in writing or electronically within ten (10) business days). If you do not tell us within 60 days after the statement was mailed to you, you may not recover any money you lost after the 60 days if we can prove that the loss could have been avoided had you notified us on time. We may extend these time periods for good reasons such as a long trip or extended hospital stays.

When you report a problem or discrepancy, please:

- (I) Tell us your name and account number
- (II) Describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need
- (III) Tell us the dollar amount of any suspected error
- (IV) For a bill payment, tell us the number of the account used to pay the bill, the applicable payee name and account number, and the date the payment was sent, the payment amount and the payment reference number.

In general, we will tell you the results of our investigation within ten (10) business days after we hear from you. However, we may take up to forty-five (45) days, or ninety (90) days in the case of a new account, to investigate your complaint or question. In this case, we may provisionally credit your account so that you have use of the money during the time it takes us to complete our investigation. If you fail to provide your complaint or question in writing within ten (10) business days of a request from us to do so, we reserve the right to not provisionally credit your account. If we decide to provide this provisional credit, we will credit your account within ten (10) business days, or twenty (20) business days in the case of a new account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within three (3) business days after completing our investigation. If we determine that there was no error, we will debit any provisional amounts credited to your account. You may request copies of any documents that we use in our investigation.

Electronic Mail (E-mail)

Sending E-mail is a very good way to communicate with Institution regarding your accounts or the On-line Financial Services. However, your e-mail is actually sent via your own software and, as a result, is not secure. Because of this, you should not include confidential information, such as account numbers and balances in any e-mail to Institution. You cannot use e-mail to initiate On-line Financial Service transactions. All such transactions must be initiated using the appropriate functions within the Electronic Banking site. Institution will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

Disclosure of Information

Information submitted to Institution or its suppliers is the property of those parties, and they are free to use and disclose that information, or any ideas, concepts, know-how or techniques contained in that information to any third party for any purpose whatsoever, except as specifically outlined in the Institution's Privacy Policy or prohibited by law.

Links to other Sites

Information that Institution publishes on the World Wide Web may contain links to other sites and third parties may establish links to Institution's site. Institution makes no representations about any other web site that you may access to, from or through this site. Unless expressly stated in writing, Institution does not endorse the products or services offered by any company or person linked to this site nor is Institution responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

Virus Protection

Institution is not responsible for any electronic virus that you may encounter using the On-line Financial Services. We encourage you to routinely scan your computer and **portable storage devices** using reliable virus protection product to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

Damages and Warranties

In addition to the terms previously disclosed, Institution is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by Electronic Banking or the use of the On-line Financial Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by Institution or one of its suppliers. In addition, Institution disclaims any responsibility for any electronic virus(es) Customer may encounter after installation of such software or use of Electronic Banking or the On-line Financial Services. Without limiting the foregoing, neither Institution nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Electronic, communication lines, postal system or ACH network. Institution and its suppliers provide Electronic Banking and the On-line Financial Services from their own sites and they make no representation or warranty that any information, material or functions included in Electronic Banking or the On-line Financial Services are appropriate for use by you in your jurisdiction. If you choose to use Electronic Banking and/or the On-line Financial Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither Institution nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Electronic Banking, the On-line Financial Services, or contained in any third party sites linked to or from Institution's web site. INSTITUTION MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF ELECTRONIC BANKING, ON-LINE FINANCIAL SERVICES, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. INSTITUTION DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

Indemnification

Customer shall indemnify, defend and hold harmless Institution and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) Customer's negligence; (ii) Customer's failure to comply with applicable law; or (iii) Customer's failure to comply with the terms of this Agreement.

Additional Remedies

Due to the likelihood of irreparable injury, Institution shall be entitled to an injunction prohibiting any breach of this Agreement by Customer.

Termination and Changes in Terms

Institution 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 by: 1) electronic mail; 2) physical mail at the address shown in our records; and/or 3) update of our web site.

Applicable Rules, Laws, and Regulations

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the State of Tennessee, U.S.A., as well as the federal laws of the U.S.A. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering Hamilton County, TN, U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

Assignment

Institution may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

Integration

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all

prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and Institution.

Severability

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 the Institution, this Agreement will control.

Waiver

Institution shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by Institution of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

Force Majeure

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

Construction

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.