

**First Century Bank**  
**Online Banking Agreement & Disclosure**

In order to properly process your application. We ask that you please read the following. Thanks!

**Introduction** "We", "us", and "our" means First Century Bank. "You" and "Your" means each depositor who establishes a First Century Bank Online Banking service with us or who is authorized to use an Online Banking Identification Number and Online Banking Personal Identification Number (PIN) or other means of Access, which we establish or approve. The term "Online Banking" refers to our services that allows you to transfer funds, access accounts, view check images, obtain information, and perform other transactions over the Internet including, Online Bill Payment and E-statement services, Mobile Banking including the use of apps and texting. You may use a compatible personal computer, tablet or some phones with with internet access based on the type of browser used on the devices. You will need some type of internet connection. To access online banking and E-statements, you must have a computer with the following minimum software requirements.

- Google Chrome
- Microsoft Internet Explorer - IE 8 or higher
- Safari 5.1.7 (We do not support Safari 5.1.4 or 5.1.5)
- Firefox - 13 or higher

We support current and prior major releases of Firefox and Internet Explorer. Every time a new release is available we will no longer support the third oldest major version.

To use the mobile version, your phone will need to meet the following minimum requirements:

1. You must first be enrolled in First Century Bank's traditional online banking before you can gain access. To enroll in First Century Bank's Online Banking, contact your local branch office or 423-626-7261.
2. Your mobile device must be web enabled. You will be responsible for data charges on your device (check with your provider).

First Century Bank does not support the cell phone (or any handheld wireless) device. First Century Bank is not liable for any error or failures from any malfunction of your mobile device, the browser or software. You are solely responsible for the security and security setting of your device. First Century Bank also is not liable for any virus or related problems that may be associated with the use of an online system.

**Mobile banking allows access to the following functions:**

- View Account Balances
- View transaction history
- Transfer funds between accounts
- Pay bill to existing payees
- View check images on smartphones
- Find our locations
- Receive account balance, transfer funds, receive limited account history via text

This agreement state the terms and conditions that apply when you use our Online Banking Service. These terms and conditions are in addition to those terms and conditions that apply to any accounts you have with us or any other service you obtain from us. You are also required to follow all of our instructions and procedures applicable to the services covered by this agreement. This agreement shall be governed by and interpreted under

Tennessee Federal law. We reserve the right to amend or terminate the Online Banking service at any time.

### **Identification Number and Personal Identification Number**

You agree that the account security is controlled by the Online Banking Identification Number assigned by us, together with the Online Banking Personal Identification Number (PIN) chosen and entered by you. You will be requested to change your PIN the first time you enter the Online Banking service. You can change your PIN at any time through the Options tab on Online Banking. Upon three unsuccessful attempts to use your password your access to Online Banking will be revoked. To reestablish your authorization to use Online Banking, you must contact us to have your password reset.

We recommend that you create a password that utilizes both upper and lower case alpha, numeric characters, and special characters for purposes of security. Beginning September 1st of 2012 you will be required to use one or more of these special characters +\_@!\$&\*~ along with alpha and numerical characters. Your password should not be associated with any commonly known personal identification, such as Social Security numbers, address, date of birth, names of children, and should be memorized rather than written down. In addition, we discourage the use of abusive, harassing, libelous, defamatory, obscene or threatening words when defining your PIN. You are responsible for all transactions you and any authorized user make.

If you have given someone your Online Banking Identification Number and PIN and want to terminate that person's authority, you must change your PIN or take additional steps to prevent further access by such person. You agree to protect the PIN and hold us harmless from unauthorized use. You will be better protected if you change your online PIN frequently and do not use the same PIN on any other Internet site. If you no longer want to be an Online Banking user, contact your local office or 423-626-7261 to request the service be terminated.

If your mobile device is lost or stolen, since your account data is not stored on your mobile device, it cannot be compromised. When you replace your device, simply edit your Mobile Settings or create a bookmark for the site.

### **Your Liability**

Notify us immediately if your Identification Number or PIN has been lost or stolen. Failure to notify us immediately could result in the loss of all money accessible by the PIN. If you tell us within two business days after you learn of the loss or theft of your ID and PIN, you can lose no more than \$50.00 if someone used your ID and PIN without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your ID and PIN, and we can prove we could have stopped someone from using your ID and PIN without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, 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 hospital stay kept you from telling us, we will extend the time periods. Any information downloaded by you to your financial or other software becomes your property and responsibility.

### **Account Ownership**

You agree that the provisions of joint account ownership apply to the Online Banking service if the account(s) being accessed is jointly owned. ANY ACCOUNT THAT REQUIRES MORE THAN ONE SIGNATURE CANNOT BE DESIGNATED FOR BILL PAY.

### **Internet Banking Transactions**

You, or someone you have authorized by giving them your Online Banking Identification Number and Personal Identification Number (even if that person exceeds your authority), can instruct us to perform the following transactions:

1. Make transfers between your qualifying accounts to the extent authorized;
2. Obtain information that we make available about your qualifying account;
3. View account activity on your accessible accounts;
4. Review check images on accounts;
5. Authorize payments to be made to third parties from a designated account.

### **Limits on Online Banking Transactions**

You must maintain sufficient available funds in any account from which you instruct us to make a payment or transfer. If any of your qualifying accounts are savings accounts or money market savings accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than 6 in any statement cycle or month. The kinds of withdrawals covered by this limitation are those made by means of preauthorized or automatic transfers and payments or telephone agreement. A total of only 3 of these kinds of withdrawals may be made by check, draft, debit card, or similar payment order to third parties. You also agree to the Terms and Disclosures that you received when you opened your deposit account.

### **Our Liability For Failure To Complete Payments or Transfers**

First Century Bank will use reasonable efforts to keep information in the agreement current and accurate. However, although account information is provided on a real-time basis, there may be a delay in the time that transactions are reflected in the service. Although the service is expected to correctly reflect account activity, it is possible that the service may have data errors. In such event, account records maintained by the Bank (which may include information in addition to the information available in the service) are the final and conclusive record for the bank accounts. Please see your deposit agreement for further details. When you complete a transaction from your mobile device (i.e. bill payment, funds transfer) you will receive a confirmation number that the transaction was successful. If you do not receive a confirmation number due to a dropped call or lost signal, it is your responsibility to check your accounts and re-submit any transactions that did not process. If we do not complete a payment or transfer on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are exceptions. We will NOT be liable, for instance:

1. If, through no fault of ours, you do not have enough available money in the account from which a payment or transfer is made, or if the account has been closed or is not in good standing, or if we reverse a payment or transfer because of insufficient funds.
2. If any payment or transfer would go over the credit limit of any account.
3. If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.
4. If you have not given us complete, correct or current account numbers or other identifying information so that we properly credit your account or otherwise complete the transaction.
5. If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or to tell us about any inaccuracy of which you are aware.
6. If you do not instruct us soon enough for your payment or transfer to be received and credited by the time it is due.

7. If the money in the account from which a payment or transfer is to be made is subject to legal process or other claim restricting the transaction.

8. If circumstances, such as but not limited to, computer, telephone line or electrical failure, acts of nature, civil disturbances, suspension of banking hours or other such circumstances, or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken.

#### **Business Days**

Our Online Banking service is generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday, except bank holidays. Transfers made after 6:00 PM EST will be processed on the next business day.

#### **Statements**

Your Online Banking payments and transfers will be indicated on the monthly or quarterly statements we provide. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement, or statement information.

#### **Online Privacy Statement and Disclosure of Account Information**

At First Century Bank, we know how important personal privacy is to you. Because of our interest in protecting your privacy, our bank has adopted a privacy policy. Please see our privacy policy included on our site.

#### **Optional Bill Payment (Bill Pay) Service**

You are responsible for all transactions that you or any authorized user make or authorize, even if the person you authorize exceeds your authority. If you have given someone your authority, you must change your Identification Number and PIN or take additional steps to prevent further access by such person.

You authorize us to deduct payment transactions generated by the Bill Pay service from the primary checking account designated. Payments may be made only to Payees with a U. S. payment address. You may not make a payment of alimony, child-support, taxes or other governmental fees or court-directed payments through the Bill Pay service. First Century Bank does not recommend using online Bill Pay service to fund brokerage or investment services. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited. First Century Bank reserves the right to restrict types of payees to whom payments may be made using the Bill Pay services from time to time. Loan payments sent electronically through the Bill Pay service, other than the amount due, cannot be designated as principle, interest or payoff. If at any time, you decide to discontinue this service, you must provide written notification to us. First Century Bank reserves the right to terminate your use of Bill Pay at any time, without prior notice.

The optional Bill Pay service is free. There is no monthly service fee and no per transaction fee. You understand Payments generally take 5 to 15 business days to reach the vendor and that they will be sent either electronically or by check. We are not liable for any service fees or late charges incurred by you if you do not provide timely, complete and accurate information, or if you do not properly follow our instructions. You also understand that you are responsible for any loss or penalty incurred due to insufficient funds or other conditions that may prevent the posting of payment from your account. If you do not actively use the Bill Pay service on a monthly basis, you may be subject to cancellation of service.

Access Only (Free)- Online Banking access allows you the ability to view account information, view and download statement information and transfer monies between accounts.

Access with Bill Pay (Free)-

Bill Pay access allows you the ability to view account information, view and download statement information, transfer monies between accounts and unlimited Bill Pay. Bill Pay is free. There is no monthly service fee and no per transaction fee.

**Right to Stop Payment of Pre-Authorized Transfer/Bill Pay Stop Payment**

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call your local office or our Main Office (423) 626-7261 or write to us at First Century Bank, P.O. Box 159, Tazewell, TN 37879 in time for us to receive your request 3 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 your call.

**-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.)

**-Liability for failure to stop payment of preauthorized transfer**

If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**-Bill Payment Stop Payment**

Bill Pay Stop Payment - For electronic payments - you cannot place a stop payment on electronic payments, however you can delete the payment from the Bill Pay system before 11:00 a. m. EST, the day before the scheduled payment date. For Bill Pay checks - you can place stop payment orders on these.

**Error Resolution**

In case of errors or questions about electronic transfers, call or write to us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error appeared.

(1) Tell us your name and account number. (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 inform us orally, we may require you to send us your complaint or questions in writing within 10 business days. We will inform you of the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need additional time, however, we may take up to 45 days to investigate your complaint or questions. If it is necessary for us to do this, we will credit your account within 10 business days for the amount in question so that you may have use of these funds during our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days, we may not credit your account for the amount in question. If we decide that no error was made, we will send you a written explanation of our findings within 3 business days of completion of our investigation. You may ask for copies of the documents that we used in our investigation.

**ERRORS AND QUESTIONS**

For error resolution or questions please call (423) 626-7261, 8:30 a.m. to 4:00 p.m. Monday through Thursday and 8:30 a.m. to 6:00 p.m. on Friday or write:

First Century Bank  
Accounting Services  
P. O. Box 159  
Tazewell, TN 37879  
Email: info@fcbtn.com

**AMENDMENTS**

Terms and conditions of this agreement may be amended in whole or part at any time within 30 days of written notification prior to the change taking effect. Amendments or changes to term(s) or condition(s) may be made without prior notice if it does not result in higher fees, more restrictive service use or increased liability to you. Continued use of the service following amendment constitutes acceptance of any amendments to this agreement.

**TERMINATION**

Your right to terminate - You may terminate the use of Online Banking by contacting First Century Bank in writing by mail or in person. If your account is closed or restricted for any reason, Online Banking accessibility will automatically terminate.

Our right to terminate - First Century Bank reserves the right to cancel (in whole or in part) this Agreement, our Site (or any part of it) and your online access to our Site or your Account at any time, with or without prior notice. We may also do so if you default under this Agreement, any of the Account Agreements, a credit agreement or any other agreement with us, or if it appears to us in good faith that an unauthorized use of your PIN or Account has occurred or may be occurring.

I AGREE: I have read the above disclosure, agree to the terms and would like to proceed with online registration.

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