CONSUMER ONLINE BANKING AGREEMENT

THIS AGREEMENT GOVERNS YOUR USE OF FIRST COMMERCE BANK ONLINE BANKING FOR CONSUMERS. BY ENROLLING IN THE CONSUMER VERSION OF ONLINE BANKING OR BY USING ANY OF THE SERVICES IN CONSUMER ONLINE BANKING, YOU AGREE TO THE TERMS OF THIS AGREEMENT.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU AGREE TO IT.

First Commerce Bank Online Banking is a banking and information service that allows consumer customers, via the Internet, to access and use a number of banking services (the "Services") and to manage certain of their banking activities online. First Commerce Bank Online Banking provides access to balance and transaction information, transfers between accounts, and access to statements and paid items, and other functionalities.

In this Agreement, the word "Bank" will mean First Commerce Bank. The words "you" and 'your" will mean the consumer customer of the Bank using the Services.

AGREEMENT

Required Account - To use Online Banking, you must maintain at least one First Commerce Bank checking, statement savings or money market account. You agree to properly maintain your account, comply with the terms and conditions of the account, and pay any fees related to the account.

Personal, Family or Household Use Only - By using the Services, you represent and warrant to the Bank that you will only use the Services for personal, family or household purposes and not for business, commercial, or agricultural purposes.

Security Procedures – For access to Online Banking, you must enter a User Identification Number ("User ID") and Password. Please remember that Bank employees will never ask you for your password. You understand that your User ID and Password is your electronic signature. It identifies you to the Bank and authenticates and validates any authorization or instruction given to the Bank. You agree to maintain the confidentiality of your User ID and Password. You authorize the Bank to honor any transfer, payment or other request and to provide account information to anyone who provides the correct User ID and Password. Furthermore, you agree to promptly notify the Bank if an unauthorized person has obtained your User ID and/or Password.

Unauthorized Transactions or Errors – You must notify the Bank if any unauthorized transaction or error appears on your account statement or if you otherwise become aware of an unauthorized transaction or error in your account. You agree that your liability to the Bank and the Bank's liability to you for any error or unauthorized electronic fund transfer, as well as your liability for failure to report any error or unauthorized electronic fund transfer will be governed by the provisions of Federal Regulation E (Electronic Fund Transfers).

Additional Limitations on the Bank's Liability – In no event will the Bank be liable to you for any special, indirect, incidental, or consequential damages, even if the Bank was first informed of the possibility of such damages.

Availability of the Services – The Bank does not warrant that Online Banking will be available at all times. Online Banking may not be available at certain times due to systems maintenance or systems or communications outages.

Third-Party Service Providers – Certain Services available on the Bank's website (the "Website") are provided by third-party service providers selected by the Bank. An example of a third-party service is the bill payment service. The third-party services will also be governed by separate agreements between you and the third-party service provider that offers the service. You agree that the Bank is not responsible for any act or omission of any third-party service provider whose service you use via the Website.

Bill Payment – Online Banking includes a Bill Payment Service provided by a third-party service provider that allows you to pay electronic invoices or invoices that are received in paper form. The Bill Payment Service is governed by a separate Bill Payment Agreement. By using the Bill Payment Service, it will mean that you have agreed to the Terms and Conditions of the Bill Payment Service posted on the Bank's Website. You can review the Terms and Conditions by going to the Bill Payment webpage and clicking on the "Terms and Conditions" link at the bottom of the page. There are currently no fees for using the Bill Payment Service.

Zelle Money Transfer – Zelle is a third-party service provider that allows you to transfer funds from your account to accounts of others whom you trust. However, Zelle does ***NOT*** offer any protections or remedies for consumers who use Zelle to send money to others. Once funds are sent using Zelle, the funds cannot be recovered. Zelle is intended to be used only to send funds to family members, friends and other people you trust. YOU SHOULD NOT USE ZELLE TO PAY FOR GOODS OR SERVICES YOU HAVE PURCHASED ONLINE OR OVER THE TELEPHONE OR FROM PEOPLE YOU DO NOT KNOW. If you do not receive the goods or services you paid for, or if the goods or services are not what you expected, neither Zelle nor the Bank will reimburse you for your loss. The Zelle service is governed by the Zelle and Other Payment Services Additional Terms provided in the Bill Payment Service Terms and Conditions. Please review this section in detail prior to using the service. By using the Zelle Service, it will mean that you have agreed to the Terms and Conditions of the Zelle Service posted within the Consumer Online Banking module.

Stop Payments – You may use the stop payment feature of Online Banking to stop payment on any item or entry payable from your account. Any stop payment order must:

- Precisely identify the exact item number and the exact dollar amount of the item to the penny. All other information must be reasonably accurate. If you do not give exact information as to the item number and dollar amount, the item or entry will not be stopped and the Bank will have no responsibility for not stopping the payment, and
- The stop payment order must be received in time to give the Bank a reasonable time to act upon it and

- The stop payment order must be received a reasonable time before the item or entry has been paid by the Bank.

The stop payment order is effective for six months unless renewed through Online Banking or in writing before the expiration of six months. If the stop payment order is not renewed before the expiration of six months, it will automatically terminate and the Bank can pay the item or entry. You agree to pay a stop payment fee for each new stop payment and each renewal of a stop payment order. Please refer to the Bank's current Service Fee Schedule for the current amount of this fee.

Force Majeure – The Bank will not be liable for any failure to perform or delay in performance of its obligations under this Agreement if such failure, inability, or delay is due to acts of God, pandemic, war, civil commotion, terrorist acts, governmental action, fire, explosion, strikes, other disturbances, equipment malfunction, or any other cause that is beyond the Bank's reasonable control.

Change in Terms - The Bank may change the terms of this Agreement at any time. The Bank may also add, discontinue or modify services, and change procedures and fees at any time. The Bank will notify you in advance of such changes, by mail or by an electronic message posted on the Bank's Website.

Fees - You agree that the Bank may charge you any applicable fees for the Services provided through Online Banking. Any fee will be automatically deducted from your account.

Cancellation - This Agreement will remain in effect until either you or the Bank terminates it. However, the Bank will terminate this Agreement if you have not used Online Banking for a period of 6 months. You may cancel this Agreement at any time by notifying the Bank of your intent to cancel through the electronic message feature or in writing. You understand that this cancellation applies only to Online Banking and will not affect your accounts at the Bank. The Bank may cancel this Agreement or terminate your use of Online Banking, for any reason, at any time.

END OF AGREEMENT