

**First Northern Bank and Trust Co.  
Business  
Online Banking  
Application**

Company Name		Tax ID:	
Address	City	State	ZipCode
Contact Name		Title	
Phone #	Email Address	Fax #	

Please select the following services for Online Banking:

**Option A**

- Inquiry (including images)
- Transfers
- Bill Pay – Bill Pay Checking Account - \_\_\_\_\_
- Stop Payment
- Mobile Deposit – Account #: \_\_\_\_\_
- 

**Option B** – The above checked items plus the following:

- Originate ACH Charge Fees To Account: \_\_\_\_\_
  - Wires – Wire Limit \$ \_\_\_\_\_ \_\_\_\_\_
- Approved By: \_\_\_\_\_
- Secure Token with Single Sign On - # of Tokens \_\_\_\_\_

**Option C** – The above checked items plus the following: (Enhance Security Service)

- Single Sign On **or**  Secure Token with Single Sign On - # of Tokens \_\_\_\_\_

I understand that there are fees for these services and I authorize First Northern Bank and Trust Co. to charge my account for these fees. To learn more about the Secure Token / Single Sign-On enhance security service and associated fees, see our website [www.1stnorthernbank.com](http://www.1stnorthernbank.com) or stop by any one of our branches and pick up a brochure.

I certify that the information provided is true and correct. I authorize First Northern Bank and Trust Co. to verify any information included in this application. I have read the attached First Northern Bank and Trust Co. Online Banking Agreement and agree to the terms and conditions of the First Northern Bank and Trust Co. Online Banking Agreement.

\_\_\_\_\_  
Signature of Authorized Signer

\_\_\_\_\_  
Date

Online Banking ID Number \_\_\_\_\_



## Cash Management Services Agreement

This CASH MANAGEMENT SERVICES AGREEMENT is made and entered this \_\_\_ day of \_\_\_\_\_, by First Northern Bank and Trust Co. (herein referred to as "FNB"), a corporation chartered in the state of Pennsylvania, and \_\_\_\_\_ (the "Customer").

WITNESSETH:

WHEREAS, the Customer has requested FNBT provide certain Internet based cash management services to the Customer as herein described; and

WHEREAS, FNBT desires to provide such services to the Customer on the terms and condition herein described.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

### General

The cash management services to be provided by FNBT to the Customer, consists of an Internet banking program also known as FNBT Online Banking and all related materials and documentation (collectively herein the "Program") that permits the Customer to obtain and conduct certain activities with FNBT. Such activities include the ability to obtain certain account balance information, to initiate electronic funds transfer services, to initiate ACH transactions, to initiate stop payment requests, and generally perform other account reporting functions as provided by the Program, now or in the future, all by means of a personal computer via the Internet (collectively the "Services"). Services are provided by FNBT for access and use by Customer.

### Term

This Agreement is effective from the date on agreement and will remain in force until termination. This Agreement will be terminated (i) upon thirty (30) days prior written notice by either party to the other, (ii) upon termination of the Account relationship between the parties, (iii) failure of the Customer to comply with the terms and conditions of this Agreement or (iv) any other event which causes FNBT to be unable to provide the Program to the Customer. The provisions of this Agreement protecting the proprietary rights of FNBT's vendor, and FNBT will continue in force after termination.

### DISCLAIMER OF WARRANTY

FNBT MAKES NO WARRANTIES WITH RESPECT TO THE PROGRAM NOR DOES FNBT WARRANT THAT THE PROGRAM WILL MEET SPECIFIC REQUIREMENTS OF THE CUSTOMER. NEITHER FNBT NOR ITS INTERNET BANKING VENDOR, MAKES ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE USE OF THE PROGRAM. FNBT AND ITS INTERNET BANKING VENDOR, DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### Fees

Customer agrees to pay the fees for access to and use of the Program at the rates specified by FNB's Fee Schedule provided to the Customer. FNBT may change the fees charged to the Customer any time during the term of this Agreement by publishing a new Fee Schedule on its Internet WEB site or by mailing a notification of change or posting a notice of change in our lobbies. FNBT may deduct all fees due from any account of the Customer at FNBT.

### Account

The Customer will maintain with FNBT at least one demand deposit account (the "Account(s)") for the purpose of providing available funds and for deposit of received funds in connection with the use of the Program. In addition to the terms of this Agreement, the Account will be subject to a separate Depository Agreement. Unless FNBT otherwise requires the Customer to maintain collected funds, the Customer agrees to maintain sufficient available funds in the Account(s) to support any transaction initiated under the Program and to cover any fees the Customer is obligated to pay under this Agreement. If at any time there are not sufficient collected funds in the Account to cover all outstanding transactions and other payment obligations of the Customer under this Agreement, Customer agrees to immediately pay FNBT, on demand, the amount of any deficiency in such

outstanding transactions and obligations. FNBT may, without prior notice or demand, obtain payment from Customer for any of its obligations under this Agreement by debiting any account of the Customer at FNBT.

### **Authorization**

The Customer will provide to FNBT properly executed authorizations from Customer, in a form acceptable to FNBT, identifying by name and title the officers of the Customer who are authorized to sign this Agreement and perform the obligations of the Customer under this Agreement. From time to time hereafter, the Customer may identify other persons who are authorized to provide instructions or directions to FNBT, to sign any document or instruction on behalf of the Customer relating to this Agreement, and to take any action on behalf of the Corporation, provided, however, that FNBT may rely upon, as authentic and duly authorized, any written or other communication from any person purporting to be an officer of the Corporation or other representative of the Corporation regardless of whether the Corporation will have provided to FNBT any evidence of such person's authority.

### **Account Reconciliation**

All transactions which result in a Debit or Credit to the Account initiated by the Customer under the Program will be reflected on the Customer's monthly account statements. The Customer will notify FNBT, within thirty (30) days after the delivery of the account statements by FNBT of any discrepancies between the account statements and the Customer's records of transactions initiated through the Program. Failure of the Customer to notify FNBT within said time period of any such discrepancies will preclude the Customer from asserting any claims for damages or other liabilities against FNBT by reason of such discrepancies.

### **ACH Transfers**

The Customer acknowledges that the ACH feature of the Program is an alternate entry system for issuing funds transfer requests to the Automated Clearing House network. Without limitation of any other provision of this Agreement, the following provisions will govern the acceptance and liability for all ACH Transfer requests initiated in connection with the Program.

SEE ACH AGREEMENT

### **Wire Transfers**

The Customer acknowledges that the Wire Transfer feature of the Program is an alternate entry system for issuing wire transfer orders between the Customer and FNBT. Without limiting any other provisions of this Agreement, the following provisions will govern the acceptance and liability for all Wire Transfer requests:

#### **Initiating Transfers**

The Customer may direct FNBT to transfer funds under the Program ("Funds Transfer Request") from any of the Customer's accounts at FNBT to any other account with FNBT or to an account at another financial institution, other than a Bank or financial institution located outside the United States, in accordance with the terms and conditions stated in this Agreement. FNBT will accept Funds Transfer Requests during the normal business hours of FNBT, which hours may be changed from time to time by FNBT in its sole discretion.

#### **Honoring Transfers**

FNBT will be under no obligation to honor, either in whole or in part, any Funds Transfer Request: (a) which exceeds the Customer's collected available balance in the Customer's account from which the Customer wishes to transfer funds; (b) which is not in accordance with any other written agreements between the Customer and FNBT; (c) which is not in accordance with the current published Depository Agreement of FNBT; or (d) which is not in accordance with this Agreement. Notwithstanding the foregoing, FNBT, in its sole discretion and without any obligation to do so, may choose to honor a Funds Transfer Request which may be drawn on uncollected funds or which will result in an overdraft in the Customer's account with FNBT, and in such instance, the Customer will be liable to FNBT for the amount of such uncollected funds drawn upon or such overdraft plus any additional charges and expenses as provided by the current Depository Agreement and Fee Schedule affecting such account, including reasonable attorney's fees and costs of collection, if applicable. FNBT's election to honor any such Funds Transfer Request will not affect FNBT's right to refuse to honor anyone or more subsequent or other Funds Transfer Requests.

## Execution

FNBT will execute any properly authorized Funds Transfer Requests, if accepted, on the date transmitted under the Program, provided such requests are initiated through the Program before 2:00 p.m. Eastern Standard Time, or such other cutoff time as FNBT may hereafter establish ("Cutoff Time"), on a business day for FNBT, the Funds Transfer System and the receiving financial institution. "Funds Transfer System" for the purpose of this Agreement will mean the wire transfer network through which a Funds Transfer Request will be transmitted to the receiving financial institution. Funds Transfer Requests initiated after the Cutoff Time will be executed on the next business day for FNBT, the Funds Transfer System, and the receiving financial institution. In executing any Funds Transfer Request, FNBT may utilize such means of transmission and such Funds Transfer System as FNBT at its sole discretion selects. FNBT may also, at its sole discretion, select the order in which to execute multiple pending Funds Transfer Requests.

## Authorization to Charge Account

Upon receipt of any Funds Transfer Request initiated under the Program, the Customer authorizes FNBT to charge the Customer's accounts in the amount of the Funds

## Transfer Tracing

If the Customer requests, FNBT will endeavor to trace any Funds Transfer Request executed by FNBT on behalf of the Customer in order to verify that the beneficiary received the transferred funds. In order to perform the trace, the Customer will provide FNBT with such information as FNBT may request, including the date and reference number of the Funds Transfer Request.

## Additional Information

The Customer will provide to FNBT any information FNBT may reasonably request in connection with any Funds Transfer Request and the performance of this Agreement. Failure to provide such information within a reasonable time after requested by FNBT will relieve FNBT from any liability or loss which might arise by reason of failure to provide such information.

## Stop Payments

The Customer acknowledges that the Stop Payment feature of the Internet banking system is an alternate entry system for issuing stop payment orders between the Customer and FNBT. When the Customer elects to execute stop payment requests through the Internet banking system, the Customer agrees to indemnify and hold FNBT harmless for all costs, expenses or damages which FNBT may incur or suffer in connection with or arising from refusing payment thereof, or efforts to stop payment thereof, and further agrees that FNBT will not be held liable on account of payment thereof contrary to such request if such payment occurs through inadvertence, oversight, mistake or accident, or if by reason of such payment, other items drawn by the Customer are returned because of insufficient funds. In complying with the stop payment request, FNBT's duty will extend only to the exercise of good faith and ordinary care.

Prior to requesting a Stop Payment, it is the responsibility of the Customer to first verify that the item has not already been posted to their account. If a stopped item has already been paid prior to FNBT's entry of the request, then FNBT will not be liable for any loss incurred by the Customer arising from the event.

The Customer further agrees that FNBT will be obligated to honor the stop payment order only if received at such time and in such manner to afford FNBT a reasonable opportunity to act on said order. If an immediate response is required, the Customer should execute the stop payment request by speaking to company personnel by phone or in person.

Any stop payment request received through the Internet banking system is only binding upon FNBT for fourteen (14) calendar days and thereafter must be confirmed in writing by an authorized signer on the applicable account of the Customer, which will be effective for six (6) months. Revocation of the stop payment order must be in writing.

## Unauthorized Access and Security Procedures

The Customer will be solely responsible for protecting against unauthorized access to the Internet banking system's administrative functions and personal computers or networks used to access this system and any and all losses and damages arising from any unauthorized access to the Internet banking system. The Customer will establish physical security, passwords and other security procedures necessary to ensure the confidentiality of access features. The Customer will make such procedures and security features known only to those authorized representatives of the Customer who will use the Program. FNBT will have no obligation, liability or control, either directly or indirectly over said procedures or the failure of Customer to maintain said procedures. The Customer will be solely responsible for designating its authorized representatives and disclosing the identity of said representatives, and all changes thereof, to FNBT, provided, however, FNBT will not be responsible for verifying the authenticity of any person claiming to be a representative of the Customer or the authenticity of any instruction, direction or information provided to any said person. Any instructions, directions or other information provided by the Customer, or any representative of the Customer, under the Program will be deemed to have been authorized by the Customer, and FNBT will be indemnified and held harmless by the Customer for acting upon any such direction, instruction or information.

### **Records Retention**

The Customer will retain a record of all data transmitted in connection with the Internet banking system in effect for any required retention period under the Rules and applicable state or federal law.

### **Indemnification**

The Customer will defend, indemnify and hold harmless FNBT against and in respect to any and all loss, liability, expense and damage, including consequential, special and punitive damages, directly or indirectly resulting from: (i) the processing of any request received by FNBT under the Program; (ii) any breach of the provisions of this Agreement or the Rules; (iii) any request for stop payment; (iv) any dispute between the Customer and any third party in connection with the use of the Program; and (v) any and all actions, suits, proceedings, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this Section will survive termination of this Agreement.

### **LIMITATIONS OF LIABILITY**

IN NO EVENT WILL FNBT OR ITS INTERNET BANKING VENDOR, BE LIABLE TO THE CUSTOMER FOR ANY DAMAGES, INCLUDING LOST PROFITS, LOST SAVINGS OR OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM AND DOCUMENTATION, OR FOR ANY CLAIM BY ANOTHER PARTY. FNBT'S DUTIES AND RESPONSIBILITIES IN CONNECTION WITH ACH AND WIRE TRANSFERS ARE LIMITED TO THOSE DESCRIBED IN THIS AGREEMENT. FNBT WILL BE DEEMED TO HAVE EXERCISED ORDINARY CARE AND TO HAVE ACTED REASONABLY IF FNBT HAS ACTED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND WILL BE LIABLE FOR LOSS SUSTAINED BY CUSTOMER ONLY TO THE EXTENT SUCH LOSS IS CAUSED BY FNBT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. FNBT WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF FNBT'S ACT OR OMISSION. FNBT WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE:

- RELATED TO THE DISHONESTY OF THE CUSTOMER'S EMPLOYEES, OFFICERS OR AGENTS;
- RESULTING FROM ANY RECEIVING FINANCIAL INSTITUTION'S FAILURE TO ACCEPT ANY ACH OR FUNDS TRANSFER REQUESTS;
- RESULTING FROM ANY DELAY IN THE PERFORMANCE OF THIS AGREEMENT, WHICH IS CAUSED BY AN ACT OF GOD, FIRE OR OTHER CASUALTY, ELECTRICAL OR COMPUTER FAILURE, DELAYS OR FAILURE TO ACT BY ANY CARRIER, MEDIUM OR AGENT OPERATING BETWEEN FNBT AND THE CUSTOMER OR BETWEEN FNBT AND THIRD PARTIES OR ANY OTHER CONDITION OUTSIDE FNBT'S CONTROL. NO THIRD PARTY WILL HAVE RIGHTS OR CLAIMS AGAINST FNBT UNDER THIS AGREEMENT. THE TERMS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

### **Notices**

Unless otherwise stated herein, all notices required by this Agreement will be sent by prepaid certified mail, return receipt requested and will not be deemed to have been given until received by the other party. Until either party

hereto advises the other party of a change in how notices will be addressed, all notices will be sent to addresses below:

First Northern Bank and Trust Co.  
Attn.: Online Banking Department  
P.O. Box 217  
Palmerton, PA 18071

To the customer, at the address as stated on this agreement or as amended by customer from time to time.

**Entire Agreement; Severability**

This Agreement together with all exhibits, schedules and attachments hereto, the Depository Agreement and the ACH Agreement (as incorporated herein or as provided to the customer) represent the entire agreement and understanding of the parties. If any portion of this Agreement is found to be unenforceable, all remaining portions will remain in full force and effect. In the event of any inconsistency or conflict between the terms of this Agreement and any present or future statute, regulation or governmental policy to which FNBT is subject and which governs or affects the transactions contemplated by this Agreement, then this Agreement will be deemed amended to the extent necessary to comply with such statute, regulation or policy and FNBT will incur no liability to the Customer as a result of such violation or amendment.

**Assignment; Sublicense**

Customer agrees not to assign, transfer or dispose of its rights and obligations under this Agreement and not to further sublicense, assign or transfer the Program, except as expressly provided in this Agreement.

**Governing Law**

This Agreement is governed by the laws of the State of Pennsylvania (except to the extent Federal law governs the copyrights and trademarks of FNBT's Internet banking system provider and its successors or assigns).

**Amendment and Modification**

This Agreement may not be amended or modified except by a written instrument signed by both the Customer and FNBT.

**Signatures**

By signing this Agreement, the undersigned acknowledge that they have read and accepted the terms and conditions of this Agreement, and agree to be bound by its terms and conditions

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

First Northern Bank and Trust Co. (FNBT)

FNBT By: \_\_\_\_\_

Title: \_\_\_\_\_

"CUSTOMER" - President / Owner

Signature: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

FIRST NORTHERN BANK & TRUST  
ONLINE BANKING AGREEMENT

Definitions

In this Agreement, the words:

- “Authorized Account Owner” means Primary Owner or Joint Owner, as applicable.
- “Account” means any Personal Checking Account, Savings Account, Money Market Account, Loan Account, Certificate of Deposit (“CD”), and Individual Retirement Account (“IRA” CD) offered by First Northern Bank and Trust Co.
- “First Northern Bank and Trust Company,” “we,” “us” and “our” mean First Northern Bank and Trust Company.
- “Business Days” are Monday through Friday. Saturdays, Sundays and federal holidays are not included.
- “Consumer” means a natural person who has an Eligible Account for which an Online Banking Service is requested primarily for personal, family or household purposes.
- “Due Date” means the date on which a payment becomes due to a Payee.
- “Schedule a Payment” means the date you schedule a payment using the Bill Pay Service to a Payee.
- “Eligible Account” means an Account that is eligible for a particular Online Banking Service.
- “Joint Account” is an Account owned by two or more individuals.
- “Joint Owner” means an individual that is an Owner of and Eligible Account with the Primary Owner.
- “Online Banking Services” means our online banking services (FNB Online) available for certain Eligible Accounts that can be accessed at [www.1stnorthernbank.com](http://www.1stnorthernbank.com). We may add, remove, change or revise Online Banking Services offered from time to time.
- “Owner” means each person who is a named owner of an Eligible Account as indicated in our records.
- “Payee” means an individual or entity to whom or which you make payment through the Online Banking Services.
- “Primary Owner” is the individual Owner who is listed first on the Eligible Account in our records.
- “Website” refers to the First Northern Bank website, [www.1stnorthernbank.com](http://www.1stnorthernbank.com), through which the Online Banking Services are made available.
- “You” and “your” means, as applicable, each Authorized Account Owner of an Account.

I. Overview

A. What’s Part of This Agreement

FNB Online Banking Services allow you access and manage your Account(s) with us online via a personal computer or any internet capable device equipped with supported browsers and other hardware and software set forth in Section II of the Agreement and on the Website.

Certain Online Banking Services are also available as Mobile Services. Please review Section III, titled Mobile Deposit Agreement, for information specifically available to Mobile Deposit.

1. Access to and use of FNB Online Banking Services is subject to this Agreement and also to the following, which are considered part of this Agreement as applicable to your Eligible Account(s):
  - a. Terms or instructions appearing on a computer or mobile device screen when enrolling in, activating, accessing or using any Online Banking Service; and
  - b. First Northern Bank and Trust Company’s rules, procedures and policies, as amended from time to time, that apply to the Online Banking Service or any Eligible Account.

B. Conflicts between Agreements

If this Agreement conflicts with any other agreements related to your Eligible Account or Online Banking Service, or the other agreements include terms that are not addressed in this Agreement, then the other agreements will control and take precedence, unless this Agreement specifically states otherwise. The other agreements will only control with respect to the Eligible Account or FNB Online Banking Service with which it is associated, and only to the extent necessary to resolve the conflict or inconsistency. Additional provisions of other agreements regarding your Eligible Account or FNB Online Banking Service that do not appear in this Agreement will continue to apply.

C. Accepting the Agreement and Future Changes

Except as otherwise required by law, we may in our sole discretion change the terms of this Agreement from time to time and at any time. This may include adding new or different terms, or removing terms from this Agreement. When changes are made, we will update this Agreement on the Website and within FNB Online. The Website will be updated on or before the effective date of the revised Agreement, unless an immediate change is necessary as required by law to maintain the security of the Website or for other legal reasons. You will be notified if we revise, modify or otherwise update this Agreement. Your use of any of the Online Banking Services after the effective date of the new version of this Agreement will constitute your acceptance of the new version of this Agreement. Further, the Bank may from time to time revise or update the programs and/or related material, which may render all such program versions obsolete. Consequently,



the Bank reserves the right to terminate this Agreement as to all such prior versions of the service, and/or related material and limit access to the Bank's more recent revisions and updates of the service.

#### D. Authorized Account Owners and Joint Owners

If an Eligible Account is owned by more than one person, each such person individually has the right to provide us with instructions, make any decision, obtain any information or make any request associated with the Eligible Account and related Online Banking Services to the extent allowed by the terms, conditions or governing provisions of the Eligible Account. We may rely and act on the instructions of any Authorized Account Owner. If we provide notice to one Joint Owner, all Joint Owners are deemed to have received notice. Access to certain Online Banking Services may require Joint Owners to have separate unique user id, watermark image and password.

## II. Online Banking Services (Our Online Product Suite)

This agreement states the terms and conditions that apply when you use First Northern Bank & Trust Online Banking (FNB Online) service at [www.1stnorthernbank.com](http://www.1stnorthernbank.com). These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. You are also required to follow all of our instructions and procedures applicable to the services covered by this agreement. Subject to the terms of this Agreement, you may use the Online Banking Services to access, use and manage your Eligible Accounts. The types of Online Banking Services are described generally in this Agreement and more fully on our Website and may change from time to time, at our sole discretion. Not all transaction and services are available for all products.

### A. Overview

1. Transactions
  - a. View Eligible Account balance(s) and transactions
  - b. Transfer funds between Eligible Accounts
  - c. Transfer funds to or from non-FNBT checking and savings accounts
  - d. Use Bill Pay services to make payments to Payees
  - e. Use Mobile Deposit to make check deposits to Eligible Accounts
  - f. Use P2P services to make payments to individual Payees
  
2. Services
  - a. Receive Eligible Account statements
  - b. Receive Online Banking Alerts
  - c. Order checks through our homepage ([www.1stnorthernbank.com](http://www.1stnorthernbank.com))
  - d. Use Online Financial Management (OFM)
  - e. Exchange Secure messages with a support representative
  - f. Other Online Banking Services as they become available

### B. Online Banking Services for Eligible Accounts

Below is a summary of the Online Banking Services that are available for each type of Account subject to this Agreement. Online Banking Services are available for each type of Account. Certain Online Banking Services are also available as Mobile Services.

All account types may be viewed online and you may send secure messages regarding any account. Personal Checking, Now Checking, and Money Market Checking Accounts are also eligible for e-Statements, Alerts, Internal Transfers, External Transfers, Bill Pay, and Online Financial Management (OFM). Statement Savings Accounts may receive e-Statements, Alerts, and complete Internal and External Transfers.

### C. Access to Online Banking Services and Your Obligations

You may access your Eligible Accounts through the [www.1stnorthernbank.com](http://www.1stnorthernbank.com) Website. In order to do so you must have a user id, a password and the required hardware and software as described in this Agreement or on the Website. You must comply with any security procedures and policies we may establish from time to time.

1. Password and Access: For security purposes, you will be required to change your Password the first time you enter FNB Online. You determine what Password you will use and the identity of your password is not known by us. You agree that we are authorized to act on instructions received by your Password. You accept responsibility for the confidentiality and security of your Password and hold us harmless from unauthorized use. Upon three (3) unsuccessful attempts to use your Password and/or ID, your access to FNB Online will be revoked. To re-establish your authorization to use FNB Online you must contact a support representative at (800) 344-CASH to have your Password reset or to obtain a new temporary Password.
2. For security purposes, your FNB Online Password must be between 8 and 25 characters long, and must be an alphanumeric combination of lowercase letters, uppercase letters, and numerals. Special characters may also be used. To safeguard your Password, do not choose common information such as family birth dates, names of children, parts of your social security number or a repetitive number (9999). For business customer, your Cash Management password must be exactly 8 characters long and must be a combination of alpha and numeric characters. For Single Sign-on users, your Password must be between 8

and 25 characters long, and must be an alphanumeric combination of lowercase letters, uppercase letters, and numerals. Special characters may also be used. You are responsible for all transactions that you or any authorized users make.

3. There are no limits on the number of times you can access the system each day.
4. Ownership: You agree that the provisions of joint account ownership apply to FNB Online Banking services if the account(s) being accessed is jointly owned and agree that each owner authorizes the other to use First Northern Bank & Trust Online Banking Service.
5. Limits on Internet Banking Transactions: You must have enough available money or credit in any account from which you instruct us to make a payment or transfer. If any of your qualifying accounts are Money Market or Savings accounts, certain types of withdrawals from those accounts, including payments and transfers are limited. Your limits are disclosed in your applicable deposit agreement and disclosure for those accounts. You also agree to the "Terms and Conditions of our Account Agreements" and the Electronic Funds Transfer Disclosure which you received when you opened your deposit account.
6. You are responsible for all transactions and bill payments you authorize using the services. If you permit other persons, or other entities to use the service or your access codes, you are responsible for any transactions they authorize from your linked eligible deposit accounts. You should notify us immediately if you believe any of your accounts have been accessed or your access codes have been taken or used without your permission. Telephoning us right away will help you reduce possible losses. Just remember, (800) 344-CASH.
7. Authorized Transactions: You agree to safeguard your user id, password and account number(s). If you give someone your Online Banking Service user id and password, you are authorizing that person to use the Online Banking Service in your name, and you are responsible for all transactions the person performs using your Online Banking Service user id and password. All transactions performed by that person, even those transactions you did not intend or want performed, are authorized transactions.
8. Unauthorized Transactions: Tell us AT ONCE if you believe that your Online Banking Services user id and password have been lost, stolen or otherwise compromised. The best way to minimize any losses or adverse consequences is to call us immediately at (800) 344-CASH.
9. Log Out: For your protection, log out after every Online Banking Service session and close your browser to ensure confidentiality.
10. System Maintenance: At certain times, online access to some or all of your Eligible Accounts may not be available due to system maintenance or circumstances beyond our control. If you need information on your account, our Express Banking line (bank by phone) is available 24 hours a day at (888) 641-6700.

#### D. Electronic Funds Transfers

1. Types of Electronic Funds Transfers Available Online:
  - a. You may arrange with another party, such as your employer or a government agency, to electronically deposit funds into an Eligible Account.
  - b. You may authorize another party, such as an insurance company or mortgage company, to have payments sent directly to them on a regular basis from an Eligible Account.
  - c. You may authorize a merchant or other Payee to make a one-time electronic payment from your Eligible Account using information from your check to pay for purchases and to pay bills.

Please review the First Northern Bank and Trust Electronic Funds Transfers Disclosure received when opening your deposit account for additional important information regarding Electronic Funds Transfers.

#### E. Bill Pay

If you have a Bill Pay Eligible Account and your mailing address on file with First Northern Bank and Trust Co. is a valid U.S. address, you may use our Bill Pay service. Payments initiated through Bill Pay must be directed only to Payees with a valid U.S. address. Transaction amounts may be limited, notwithstanding the amount in your Bill Pay Eligible Account.

When setting up Payees and payments in Bill Pay, you must provide us with information on your Payee accounts. You must make sure this information is accurate and complete, and you agree to update it as necessary to keep it accurate and complete.

We may engage one or more Vendors to provide the Bill Pay service on our behalf.

#### F. Joint Accounts

If there is a Joint Owner associated with the Bill Pay Eligible Account, you and the Joint Owner consent to permit us to disclose information concerning the Bill Pay Eligible Account bill payments, completed, pending and schedule, to other Joint Owners. Joint Owners may use the same Bill Pay Eligible Accounts for their individual use of Bill Pay. Each Authorized Account Owner has the same right of access to Bill Pay services such as notifying a support representative of suspected loss or fraud or canceling Bill Pay, etc. Each Authorized Account Owner must individually enroll in Bill Pay and, if so enrolled, will have a separate Payee list and payment history.

## G. Using Bill Pay

### 1. How Bill Pay Works:

- a. Payments can be scheduled any time, as a one-time transaction, or as recurring transactions. Payments can also be scheduled in advance.
- b. The date you enter for payment is the date on which First Northern Bank and Trust Co. will process the payment to the Payee (if the payment is set up as an electronic payment, the account will be debited on the date of the payment. If the payment is set up as a check payment, the account will be debited on the date the check is presented).
- c. Your Bill Pay Eligible Account must be in good standing on the date that your account is debited.
- d. Payments will be initiated on the date you select. Payments delivered electronically will be debited from your account the date of the initiated payment. Payments delivered by paper check will be debited from your account on the date they are presented for payment.
- e. Bill Pay processing occurs twice a day. The first processing run is at 3:00 A.M. and the second processing run is at 1:00 P.M.
- f. We make every effort to process your payment on the date you select. Payments to some Payees may take longer. To ensure timely payment, you must select a date that is prior to the Due Date specified on your bill or statement. We recommend selecting a date at least five (5) Business Days prior to the bill's Due Date for electronic payments and ten (10) Business Days prior to the bill's Due Date for paper check payments.
- g. You must select a date using the Due Date for the bill and not the last day of any grace period established by the Payee.
- h. The payment amount will be debited from, or charged to the Bill Pay Eligible Account that you designate on the date you specify for electronic payments and the date the check is presented for paper check payments. If the date you select falls on a non-Business Day, for electronic payments, the processing date will be the prior business day. For paper checks, the processing date will be the next business day.
- i. If you do not schedule a payment prior to your bill Due Date as described above, or if your Bill Pay Eligible Account is not in good standing, you are fully responsible for all late fees, interest charges or other action taken by the Payee.

### 2. Payment Authorization and Available Funds

- a. You authorize First Northern Bank and Trust Co. to withdraw, debit or charge the necessary funds from your Bill Pay Eligible Account in order to complete your requested bill payments. You also authorize First Northern Bank and Trust Co. to credit your Bill Pay Eligible Account for payments returned to First Northern Bank and Trust Co. by the U.S. Postal Service, Payee, or any other third party.
- b. By furnishing us with the name and address of a Payee, you authorize us to follow your payment instructions regarding that Payee. In some instances, we may submit payments to the best known Payee address.
- c. For bill payments funded by Bill Pay Eligible Accounts, completion of a scheduled payment requires availability of sufficient funds on the date you select. You agree that you will initiate a bill payment only when a sufficient balance is or will be available in your Bill Pay Eligible Account at the time of withdrawal of funds or presentation of the check.
- d. Whether or not First Northern Bank and Trust Co. pays a Bill Payment out of available Bounce Protection, you are obligated directly to First Northern Bank and Trust Co. for the amount of our overdraft fees or other expenses in the event that your account does not have sufficient funds to complete a payment.
- e. We are under no obligation to notify you if we cannot complete a payment because there are not sufficient funds in your Bill Pay Eligible Account to process the payment. In this case, you are responsible for making alternate arrangements or rescheduling the payment.
- f. You may make payments to anyone in the U.S. (which includes its territories). Payments to Payees outside the U.S. are prohibited.
- g. Tax payments, court ordered payments, or payments to settle securities transactions are prohibited and you agree that you will not attempt to use Bill Pay to make such payments.
- h. Bill Pay is intended only for use by you as the subscriber of Bill Pay. Any attempt to use Bill Pay to process payments for third parties is prohibited and will be grounds for termination of Bill Pay and access to the service.
- i. We do not have any duty to monitor the payments that are made through Bill Pay.

### 3. Canceling Payments, Stop Payments, Refunds or Reversals

- a. You may cancel a Bill Payment after you have scheduled it if the payment has not yet been processed. If the payment has already been processed, please contact the branch most convenient for you to set up a Stop Payment. A Stop Payment can only be set up if the Bill Payment has not yet been debited from your account.
- b. Once a payment has been made, you cannot use Bill Pay to request a refund, cancellation, correction, or reversal of the completed payment. In such situations, you will need to contact the Payee's customer service in order to request a refund, cancellation, correction or reversal of a completed Bill Payment.

### 4. Questions and Errors

Please refer to the First Northern Bank and Trust Electronic Funds Transfer Disclosure received when opening your deposit account for information regarding Error Resolution.

#### H. Online Banking Alerts (Online Financial Management)

1. Subscription Alerts: You may choose to sign up to receive certain email alerts related to your Eligible Account such as tracking spending in a certain category. ("Subscription Alerts").

The following apply to Email Subscription Alerts:

- a. While we do our best to provide timely Alerts with accurate information, you understand and agree that your alerts may be delayed or prevented by a variety of factors that are outside our control. We do not guarantee the delivery or the accuracy of Alerts. We are not liable for any delays, failure to deliver, or misdirected delivery of any Alert; for any errors in the content of an Alert; or for any actions taken or not taken by you or a third party in reliance on an Alert.
- b. We do not include your password or full account number in Alerts. You acknowledge and agree that Alerts are sent to you without being encrypted and that they may include your name and some information about you Eligible Account(s). Depending on the Alert, information such as your Eligible Account balance, Payee names or transaction amounts may be included. Anyone with access to your email will be able to view the content of these Alerts.
- c. We provide all Alerts as a courtesy to you, and they are for informational purposes only. We reserve the right to terminate Alerts at any time without prior notice to you.

#### I. Electronic Eligible Account Statements

Eligible Account Statements: Eligible Account Statements are sent by U.S. Mail to Authorized Account Owners. They are also available online to Primary or Joint Owners. If Primary Owners or Joint Owners would prefer to receive Account statements online ONLY, preferences can be managed in the e-docs tab of FNB Online. Please note: If both, the Primary and the Joint Owner, are set up for Online Banking, whoever signs up for e-Statements first will be the one to receive them. The person receiving the e-Statements may then add the joint owner of the account as an authorized person to view the e-Statements.

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

#### J. Equipment and Supported Browsers

1. You are responsible for obtaining, maintaining and operating your own equipment used to access and perform Online Banking Services including but not limited to transactions and payments. We will not be responsible for any failure or errors resulting from the malfunction of your equipment. We support non-beta versions of the following browsers and platforms for accessing the Online Banking Services via our Website.
2. A compatible web browser that supports XHTML, SSL encryption and JavaScript. We support the current and prior major release of the following browsers:
  - Microsoft Internet Explorer
  - Mozilla Firefox
  - Safari (Apple/Mac Users only)
  - Google Chrome

Other Browsers and Platforms may also work, but we do not support them. Please use the versions noted for optimal display.

#### K. Certain Other Terms and Conditions

1. Business Days: Our Online Banking Services are generally available 24 hours a day 7 days a week, although some or all FNB Online Services may not be available due to emergency or scheduled system maintenance. We process transactions and update information on business days. Our business days are Monday through Friday. Transfers made after 5:00 PM EST will be processed on the next business day. Holidays are not included.
2. Customer Support Hours of Operation: For Online Banking and Bill Pay, the hours of operation are Monday through Friday from 9:00 am to 5:00 pm Eastern time. Although bill payment transactions will only be processed on business days, you can access bill pay 24 hours a day, seven days a week, except during any scheduled maintenance periods. Business days for bill payment transactions are defined as Monday through Friday, except bank holidays. All bill pay transactions made after 1:00 pm EST are processed on the following business day.
3. Our Responsibility: We, or a third party acting as our agent, are responsible for completing fund transfers and bill payments from your account (s) on time and according to your properly entered and transmitted instructions. 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 and damage. However, neither we, nor the service provider will be liable:

- a. If you do not have adequate available money in a deposit account to complete a transaction from the account, or if that account has been closed;
  - b. If you have not properly followed Software or Bill Pay service instructions on how to make a transfer or bill payment;
  - c. If you have not given complete, correct and current instructions so that a transfer or bill payment can be made;
  - d. If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the payees by the time it is due;
  - e. If you request a payment amount that exceeds the minimum or maximum dollar limit for an individual payment;
  - f. If a timely bill payment is made by the payee nevertheless does not credit your payment promptly after receipt;
  - g. If withdrawals from any Eligible accounts have been prohibited by a court order such as a garnishment or other legal process;
  - h. If we or our agent reasonably believes that a transaction is not completed;
  - i. If your equipment and/or the software were not working properly and this problem should have been apparent to you when you attempted to authorize a transfer or bill payment;
  - j. If circumstances beyond our or our agents control prevent making a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include but are not limited to computer failure, telecommunication outages, postal strikes and other labor unrest, delays caused by payees, fires, floods and other natural disasters. There may be other exceptions to our liability as stated in your Depositor Agreement.
4. **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. However, there are some exceptions to this liability. For instance, we will not be liable in the following circumstances:
- a. If through no fault of ours, you do not have enough funds in your account to make the transfer or the transfer would exceed the credit limit on any overdraft line associated with the account;
  - b. The equipment or software used by the Bank to provide the Service was not working properly and you knew or was advised by the Bank about the malfunction before you executed the transaction;
  - c. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction despite the reasonable precautions we have taken;
  - d. You have reported your Password as lost or stolen;
  - e. Your service has been canceled;
  - f. If the funds in your account are unavailable because of garnishment, levy or other hold requirements imposed on us by law or by a government agency or court orders.
5. **Indemnification:** Customer agrees to indemnify (reimburse for all losses and damages incurred) and hold harmless First Northern Bank & Trust from any and all claims, actions, causes of action, damages, losses and other expenses resulting from the Customer furnishing to another person, or entity (individually and collectively, a "third person), other than First Northern Bank & Trust and its employees, account information, account identification number (s), social security number, account ID, Passwords of Customer and the third party uses the information to transfer funds from the accounts or for any other purposes not expressly authorized by this application.
6. **Disputes:** In the event of a dispute regarding the service, you and the Bank agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement for the agreement between you and the Bank which supersedes any prior agreement, oral or written, and any other communications between you and the Bank relating to the subject matter of this agreement, except to the extent that this Agreement may be subsequently modified by the Bank posting additional terms and conditions on the Web Site as described under the Alterations and Amendments section of this Agreement above. If there is a conflict between what a Bank employee says and the terms of this Agreement, the terms of this Agreement shall control.
7. **No Waiver:** The Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights and remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
8. **Fees and Charges:** There is no service fee for Online Banking. There may be a service fee for certain products or services within FNB Online. Please refer to our Schedule of Service Fees for the most current information. We may change the fees charged to the Customer any time during the term of this agreement by publishing a new Schedule of Fees on our Website and in our Branch Office lobbies, or by mailing a notification of change, or posting a notice of change within online banking.
9. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania, without regards to its conflicts of law provisions.

### III. Mobile Deposit Agreement

This First Northern Bank and Trust Agreement will govern your use of the First Northern Bank and Trust Mobile Deposit service. You may not use Mobile Deposit to make contributions to your IRA.

A. What is Mobile Deposit?

Mobile Deposit allows you to make deposits to your First Northern Bank & Trust account remotely by making images of checks and transmitting images of such checks to us in compliance with our requirements. If we accept the image for Mobile Deposit, we will then present the item for payment to the payer bank by presenting the image or converting the image to a substitute check. Unlike traditional check deposits, you retain the original paper check when you use Mobile Deposit. The manner in which these substitute checks or images are presented for payment will be determined by us in our sole discretion.

B. Eligibility

Your eligibility for our Mobile Deposit service is determined by our sole discretion. We may suspend or terminate your use of Mobile Deposit at any time and without prior notice to you. If you violate the terms of this Mobile Deposit Agreement, then we also may use such actions as a basis to terminate your account relationship with us.

C. Mobile Deposit Fees

There is no charge for Mobile Deposit, but other fees, such as for returned items and overdrafts may apply. See our Service Fee Schedule for detailed information.

D. Limits

We may impose limits on the dollar amount or number of deposits you make through Mobile Deposit.

1. Consumer Limits

- a. A maximum of three (3) checks can be deposited per day, with a per diem dollar limit of \$1500.00.
- b. A maximum of ten (10) checks can be deposited per month, with a monthly dollar limit of \$5000.00.

2. Small Business Limits

- a. A maximum of five (5) checks can be deposited per day, with a per diem dollar limit of \$5000.00.
- b. A maximum of twenty (20) checks can be deposited per month, with a monthly dollar limit of \$10,000.00.

E. Technical Requirements

You agree that in order to use Mobile Deposit, your Mobile Device or other equipment must meet the current technical requirements we specify, as such may change from time to time, and you must have access to the internet. When using Mobile Deposit you may experience technical or other difficulties, including, without limitation, transmission problems. We are not responsible for the result of such technical or other difficulties. In particular, each image of a check you attempt to deposit using Mobile Deposit must be legible, as determined by us. If your device produces check images that we determine are not of acceptable quality, we may reject your deposit. We are not responsible for problems arising out of your equipment or internet connections even if you are using equipment that meets our technical requirements.

F. Prohibited Checks

We may decline to accept any image of a check you submit through Mobile Deposit in our sole discretion. Without limiting that discretion, you agree that you will only seek to deposit "check" as that term is defined in the Federal Reserve's Regulation CC, 12, C.F.R. Part 229. You agree that you will not scan and attempt to deposit any of the following:

1. Checks containing alterations to any of the fields on the front of the check;
2. Checks that have been previously deposited at another institution via physical item, image or electronic funds transfer;
3. Checks from financial institutions located outside of the U.S.;
4. Checks not payable in United States currency;
5. Third Party Checks (Checks where you are not the original Payee);
6. Checks which require two signatures;
7. Money Orders, Certified Checks

G. Acceptable Use of Mobile Deposit

You must fully comply with the terms of this Mobile Deposit Agreement and all applicable laws when you use Mobile Deposit. If you breach any of the terms of the Mobile Deposit Agreement, we may immediately terminate your authority to use Mobile Deposit. On the consumer level, you may use Mobile Deposit only for personal, family and household services, and not business purposes.

H. No Warranty

Your use of Mobile Banking is at your sole risk. Mobile Deposit is provided on an "As Is" and "As Available" basis. We expressly disclaim all warranties of any kind as to Mobile Deposit, whether expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

I. Limitation of Liability

We will not be liable for any direct, special, indirect punitive or consequential damages, including without limitation lost profits or revenues resulting from your use or inability to use Mobile Deposit even if we are advised in advance of the possibility of such damages.

J. Endorsement

For any check deposited as an image through Mobile Deposit, you must provide any necessary endorsement on the check before you scan or photograph the check. Checks received that are not properly endorsed may be rejected for deposit. We recommend that you restrictively endorse the check. For example, we recommend that a check payable to the order of John Smith be endorsed:

John Smith  
For Deposit Only

K. Receipt of Check Image

We are not responsible for check images we do not receive or that are dropped during transmission. A check image will be deemed received by us only when we provide an e-mail confirmation receipt to you that we have received your check image. When we confirm receipt of your check image, the image will still be subject to review before we present it for payment and may still be rejected by us for any reason in our sole discretion. A confirmation is not a representation, warranty, or other indication that the check image will be presented for payment or will be honored by any paying bank. If we reject a check image received through Mobile Deposit, then you may submit the original check to us by mail or at any branch for processing unless we instruct you otherwise. If you do submit the original check for processing, we reserve the right to refuse to process it.

L. Retention of Original Check

Once your check image has been credited to your account, you must retain the original check for fourteen (14) days; and then destroy it or mark it "VOID" or in some other way as to prevent its negotiation. You may not present the original check or any image or substitute check created from the original check for payment at any other financial institution. During this fourteen (14) day period, you must store the original paper check securely using precautions at least as secure as those you would use to protect a blank check and you must make the original paper check available to us for review at any time and as necessary for us to facilitate the check collection process, to address third party claims, or for our own audit purposes. Should you fail to produce the original paper check, you authorize us to deduct the amount of the check in question from your account regardless of whether such action may cause your account to not have sufficient funds and to pay any associated fees.

M. Return Items

You understand that we may convert items you deposit through Mobile Deposit into substitute checks, images, or ACH entries. As a result, in the event that your item is returned unpaid, you will only receive a copy of the substitute check or image, or in the case of ACH entries, the Automated Clearing House information.

N. Funds Availability

We generally apply First Northern Bank & Trust's Funds Availability Schedule to check images received through Mobile Deposit as if we had received the original paper check. However, we may delay availability of funds from any deposit you make through Mobile Deposit at any time in our sole discretion, including due to any concern we may have regarding our ability to collect based upon any check image that you present.