



## Online Banking Agreement

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This Agreement is entered into between First Bank of Manhattan and any customer of the Bank who subscribes to Internet Online Banking. The customer is referred to in this Agreement as "you" or "your." The Bank is referred to in this Agreement as "Bank," "we," "us," and/or "our." You should carefully read this Agreement before you use Internet Online Banking. If you use Internet Online Banking or permit another to use Internet Online Banking on your behalf, you agree to the terms and conditions stated in this Agreement. You must follow all of our instructions and procedures applicable to the services covered by this Agreement.

### Account Agreements, Loan Agreements and Services

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These terms and conditions are in addition to those that apply to any accounts you may have with us, loan or credit agreements, or any other services you obtain from us, including your signature card, the account and depositing disclosures, agreements, and fee schedules. If you have more than one account or other relationship with us, you may "link" the relationships together as we permit. As a holder of a joint account, you are jointly and severally liable under this Agreement. Each of you acting alone may perform transactions, obtain information, stop or change payments or transfers, terminate this Agreement or otherwise transact business, take actions or perform under this Agreement. We are not required to obtain the consent of, or notify any other of you. However, each of you will only be permitted to access accounts for which you are an owner or authorized user.

Each of you individually releases us from any liability and agrees not to make a claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is one of you or is otherwise authorized to use your Internet Online Banking Account. Each of you agrees to indemnify us and hold us harmless from any and all liability (including, but not limited to, reasonable attorney's fees) arising from any such claims or actions.

If you want to include additional accounts on Internet Online Banking by opening a new account or including an account already opened at First Bank of Manhattan, call customer service at (815)-478-4611.

### Computer Requirements

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You are responsible for the installation, maintenance, and operation of your Computer and your software. The risk of error, failure, or nonperformance is your risk and includes the risk that you do not operate your Computer or your software correctly. The Bank is not responsible for any errors or failures from any malfunction of your Computer or your software. The Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage you to routinely scan your Computer, diskettes, and software using a reliable virus product to detect and remove any viruses found. The Bank shall have no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your Computer or your software. THE BANK MAKES NO WARRANTY TO YOU REGARDING YOUR COMPUTER OR YOUR SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The Bank makes no representations or warranties regarding the accuracy, functionality, or performance of any third party software that may be used in connection with Internet Online Banking (e.g., Microsoft Money).

### Access Devices

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Prior to your first use of Internet Online Banking, you will be issued an online banking login ID and a temporary personal identification number (PIN). The Online ID and PIN collectively are referred to as the "Access Devices". You will need the Access Devices to gain access to Internet Online Banking. Use of the Access Devices is the agreed security procedure between you and the Bank. Keep your Access Devices confidential in order to prevent

unauthorized use and possible loss to your accounts, and to prevent unauthorized use of Internet Online Banking. Anyone to whom you give or disclose your Access Devices will have full access to your accounts, even if you attempt to limit that person's authority. If you forget your ID or PIN, you must contact the Bank to have new temporary access devices issued to you. It may take several days before you receive these Access Devices.

## Security

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The Bank is committed to the security of its customers' accounts and account information. Similarly, you must take every precaution to ensure the safety, security, and integrity of your accounts and transactions with Internet Online Banking. The following guidelines should assist you in these efforts:

- Do not give or disclose any part of your Access Devices to anyone, including any Bank employee, particularly while on the telephone, online, or while using the Internet.
- Do not leave your account information out in an open area accessible by others, including your Computer screen.
- Do not send your ID or PIN or privileged account information over any public or general e-mail system. You should realize that e-mail transmissions are not secure. Therefore, do not send us or ask us for confidential or sensitive information, such as your Access Devices (including your PIN), account numbers, or financial information over any general or public e-mail system.
- Do not leave your Computer unattended while you are connected to Internet Online Banking.
- After 3 unsuccessful login attempts, you must call the bank to have your password reset.
- After 10 minutes of inactivity, you will be automatically logged off Internet Online Banking.
- You can only access Internet Online Banking with browsers that have high security standards.
- Your account numbers are not displayed or transmitted across the Internet.
- Passwords must be 6 to 8 alphanumeric characters long and must be changed every six months.
- At some point, you will be prompted to provide answers to three challenge questions upon logging into Internet Online Banking. Activity that is inconsistent with established customer history and behavior will trigger challenge questions in addition to certain types of transactions (i.e. high dollar bill payments for NetTeller iPay Bill Payment users.)
- Always exit Internet Online Banking by clicking on "EXIT" and closing your browser to properly log off.

## Description of Services

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These lists are not exhaustive and the Bank may offer additional services in the future.

Internet Online Banking includes:

If you subscribe to this service, you, or someone you have authorized by giving them your Access Devices, may use Internet Online Banking to: (a) transfer funds between your accounts, (b) obtain account balances and transaction information for your accounts, (c) review the history of transactions, (d) send and receive electronic mail (e-mail) to a Customer Service Representative at the Bank, and (e) export information in electronic format for use with personal financial software. There are currently no monthly service charges for this service. These features of Internet Online Banking are limited by and subject to the terms and conditions described below:

Your ability to transfer funds between certain accounts may be limited by federal law, as stated in the Deposit Agreements. Instructions to transfer funds between deposit accounts must be sent by 7:00 p.m. Central Time to be processed the SAME business day. Transfers received after 7:00 p.m. will be processed the next business day.

The Bank will not immediately receive e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate to the Bank immediately. For example, if you need to stop payment on a check, to report a lost or stolen card OR access device, or to report an unauthorized transaction from one of your accounts, you should contact the Bank immediately by calling 815-478-4611. The Bank will not take actions based on your e-mail requests until the Bank actually receives your message and has a reasonable opportunity to act.

In most cases you may use Internet Online Banking to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, the Bank, as it may determine at any time and from time to time in its sole discretion, may deny Internet Online Banking account access, restrict Internet Online Banking account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

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## Fee Schedule

Internet Online Banking: Currently, there is no fee for this service.

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## Reporting Unauthorized Transactions or Theft or Loss of Access Devices

If you believe that an unauthorized transaction has been made from your account, or if your Access Device has been lost or stolen, alert the Bank immediately by calling customer service at: (815) 478-4611, or write the Bank at:

First Bank of Manhattan  
P.O. Box 85  
Manhattan, IL 60442

Quickly telephoning us is the best way of reducing your potential losses.

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## Business Days and Hours of Operations

Internet Online Banking service is generally available twenty-four (24) hours a day, seven (7) days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday. Saturday, Sunday, and holidays are not included. Any transaction(s), including scheduled payments, to be made on a day that is not a business day will be credited, completed, or made on the next business day. The bank may, on a regular basis, perform maintenance on its equipment and systems, which may interrupt access to Internet Online Banking. The bank will not incur any liability as a result of any such interruption.

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## Limit of the Bank and Other Provider's Responsibility

The Bank agrees to make reasonable effort to ensure full performance of the Internet Online Banking other electronic services. The Bank will be responsible for acting only on those instructions sent through the Internet which are actually received and cannot assume responsibility for malfunction in communications facilities not under its control that may affect the accuracy or timeliness of messages you send. The Bank is not responsible for any losses or delays in transmission or instructions arising out of the use of any Internet Service Provider or caused by any third party software.

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## Amendment of this Agreement

The Bank may amend this Agreement at any time by sending notice to you by mail or, to the extent permitted by law, by e-mail or electronic communication through Internet Online Banking, at least thirty (30) days before the effective date of the amendment. Notice is always required if the change would result in:

- Increased fees for the customer;
- Increased liability for the customer;
- Fewer types of available electronic fund transfers; or
- Stricter limitations on the frequency of dollar amount of transfers.

Your continued use of Internet Online Banking is your agreement to any amendment(s) of the Agreement.

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## Cancellation

Either you or the Bank may terminate this Agreement and your Internet Online Banking subscription at any time upon giving written notice of the termination to the other party. If you terminate Internet Online Banking, you authorize the Bank to continue making transfers and bill payments, you have previously authorized and continue to charge monthly fees until such time as the Bank has had a reasonable opportunity to act upon your termination notice. Once the Bank has acted upon your termination notice, the Bank will make no further transfers or payments from your accounts, including any transfers or payments you have previously authorized. If the Bank terminates your use of Internet Online Banking, the Bank reserves the right to make no further

transfers or payments from your accounts, including any transactions you have previously authorized.

## **Governing Law**

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Regardless of where you live or work or where you access our Internet Online Banking service, this Agreement will be governed by, and construed in accordance with, the laws of the State of Illinois and the federal laws of the United States of America.

# FBM Bill Pay (iPay) Agreement

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This Agreement is entered into between First Bank of Manhattan and any customer of the Bank who subscribes to the FBM Bill Pay (iPay) service through Internet Online Banking. The customer is referred to in this Agreement as “you” or “your.” The Bank is referred to in this Agreement as “Bank,” “we,” “us,” and/or “our.” If you use the FBM Bill Pay (iPay) Service or permit another to use the FBM Bill Pay (iPay) Service on your behalf, you agree to the terms and conditions stated in this Agreement. You must follow all of our instructions and procedures applicable to the services covered by this Agreement.

To subscribe to FBM Bill Pay (iPay), you must have at least one checking account with the Bank. You may use First Bank of Manhattan’s bill paying service, FBM Bill Pay (iPay) to direct First Bank of Manhattan to make payments from your designated checking account to the “Payees” you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account. An account that requires two or more signatures to make withdrawals may not be designated as a Bill pay Account. Only payments to payees within the United States will be permitted. While most payments can be made using the FBM Bill Pay (iPay) Service, the Bank reserves the right to refuse to pay certain payees.

## Fee Schedule

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Currently, there are no fees to use the FBM Bill Pay (iPay) service. However, additional features, such as the use of Expedited Payments or Charitable Donation or Gift Checks will be billed accordingly.

### **Fees:**

Charitable Donation	\$1.99
Gift Check	\$2.99
Overnight Delivery	\$19.95
2 <sup>nd</sup> Day Delivery	\$14.95

## The Bill Paying Process

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**Single Payments** – A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment’s processing date, provided the payment is submitted prior to the daily cut-off time on that date. You must set the payment date to at least five (5) business days prior to the date you wish the payment to reach the merchant for check payments and two (2) business days prior for electronic payments. Any payment set up prior to 2:00PM CST will be processed on the current business day. It is your responsibility to authorize your bill payments in such a manner that your bills are paid on time. You are responsible for any late payment or finance charges that may be imposed as a result of your failure to transmit payment instructions in advance as outlined above.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment’s processing date, the payment will be processed on the first business day following the designated processing date.

**Recurring Payments** – When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

If the recurring payment’s “**Pay Before**” option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date. If the recurring payment’s “**Pay After**” option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

*Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.*

If you experience a payment problem, contact the Bank at 815-478-4611 or the FBM Bill Pay (iPay) Customer Support at 866-317-1519.

The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your “Payees”.

## Canceling a Payment or Issuing a Stop Payment

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A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date. Instructions to stop a payment on or after the cutoff on the processing date will be accepted for **check payments only** and must be given to us by telephone or in writing. If you contact the Bank by telephone, we will require that the request be put in writing and received by the Bank within 14 days of your call. You will be charged \$30 for each stop payment.

## Available Funds

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When you have entered and transmitted a payment instruction, you authorize the Bank to reduce the balance of your designated account accordingly. Funds for payments of electronic items are deducted from your account on the day specified by you. Funds for payments by paper check will be withdrawn from your account on the day the item is actually presented for payment. If there are insufficient funds in the designated account to make payment you have authorized, the Bank may either refuse to pay the item or it may make the payment and thereby overdraw the designated account. In either event, you are responsible for any overdraft charges the Bank may impose, as stated in the Deposit Agreements. The Bank reserves the right to refuse to honor payment requests that reasonably appear to the Bank to be fraudulent, incomplete, erroneous, or if you do not follow the Bank's instructions for FBM Bill Pay (iPay). In addition, the Bank will not be able to execute any bill payment if the payee cannot or will not accept such payment.

## Liability

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- You are solely responsible for controlling the safekeeping of and access to your Personal Identification Number (PIN).
- If you want to terminate another person's authority to use the Bill Pay service, you must notify the Bank and arrange to change your PIN.
- You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.
- The Bank is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.
- The Bank is not liable for any failure to make a bill payment if you fail to promptly notify the Bank after you learn that you have not received credit from a "Payee" for a bill payment.
- The Bank is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Bank's agent.

## Amendment

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The Bank has the right to change this agreement at any time by notice mailed to you at the last address shown for the account on the Bank's records, by posting notice in branches of the Bank, or as otherwise permitted by law.

## Termination

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The Bank has the right to terminate this agreement at any time. You may terminate this agreement by written notice to the Bank. The Bank is not responsible for any fixed payment made before the Bank has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the Bank on your behalf.

# Mobile Banking Agreement

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Thank you for using the Mobile Banking Services (“Services”) and any related Software (“Software”) provided by First Bank of Manhattan. This Mobile Banking Agreement is an addition to the Internet Online Banking Agreement, Terms and Conditions of Your Accounts, and our Privacy Policy and provides consent for you to enroll in Mobile Banking. By participating in these Services or using the Software, you are agreeing to the following terms and conditions. First Bank of Manhattan in its sole discretion may modify this agreement at any time.

## Terms and Conditions

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Within this Agreement, "Mobile Banking" means the banking services accessible from the Device you have registered with us. "Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic and which is also capable of receiving text messages. You may be assessed fees by your wireless carrier for data or text messaging services. Please consult your wireless plan or provider for details. The terms "you", "your", and "customer", refer to each depositor on an account who is enrolled in Mobile Banking; the term "account" or "accounts" means your eligible First Bank of Manhattan checking, savings, loans, certificates of deposit and any other First Bank of Manhattan product linked to your Online Banking. From time to time, we may amend these terms and modify or cancel the Mobile Banking Services we offer without notice, except as may be required by law. It is recommended that you read this agreement carefully and print it for future reference or you can print a copy from our website at [www.fnbermanhattan.com](http://www.fnbermanhattan.com).

## Mobile Banking Description

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First Bank of Manhattan offers customers mobile access to their account information via the Internet using your Device's browser or Application Software (App). Enrollment requires participation in Online Banking, election of the Mobile Banking Service from within Online Banking and identification of a mobile phone number and service provider. You the customer will control which First Bank of Manhattan accounts will be accessed using Mobile Banking. Customers will be allowed to opt out of this program at any time. Mobile Banking is offered as a convenience and supplemental service to our Online Banking Services. Mobile Banking is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your First Bank of Manhattan account information, review balances and transaction history and transfer funds between First Bank of Manhattan accounts and initiate iPay Bill Payment transactions. Mobile Banking uses your same NettleID, Password, and multifactor ID also known as your Personal Secure Image. For additional security, passwords can only be changed through Online Banking.

Mobile Banking is currently not available for Business Online Banking Customers.

## User Responsibility

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You represent and agree to the following by enrolling in or using Mobile Banking: You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You represent that you are an authorized user of the Device you will use to access Mobile Banking. You agree to take every

precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to access Mobile Banking while driving a vehicle. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree to inform us of any change in phone number, loss of phone (for example, the phone being outside of your control) or any other change that might affect providing the Mobile Banking Service to you, the customer. You agree to accept all responsibility for any instructions sent to First Bank of Manhattan from the Device and authorize First Bank of Manhattan to act on these instructions. It is your responsibility to contact us if you know or suspect unauthorized use of your Access ID and/or password. You agree not to provide your Access ID, password, or other access information to any unauthorized person. If you permit other persons to use your Device, log in information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use the Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations. Accessing Mobile Banking from locations outside of the United States is at your own risk.

## Mobile Banking Transfers

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You may use the Mobile Banking Service to transfer funds between your eligible First Bank of Manhattan accounts (Internal Transfers). If you submit your transfer request prior to the 7:00 pm deadline on regular business days, your Internal Transfer will take place on the same business day. Transfer requests received after 7:00 pm CST on business days and all transactions which are requested on Saturdays, Sundays, or Federal Reserve Banking holidays will be processed on the Bank's next business day. You must have sufficient funds available in the selected account at the time the transfer request is received. Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in your Truth in Savings Disclosure. You may be subject to account conversion if you exceed the transaction limits of your account using Mobile Banking or any other methods outlined in the Disclosure. We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

## Mobile Deposit Services

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**Features and Services.** Mobile Deposit allows you to deposit money into certain accounts with your mobile device camera using the Mobile Application or "Mobile App". To use Mobile Deposit, you must be an account holder for at least 90 days, be at least 18 years old and have agreed to the Internet Banking Online Banking Agreement.

**Fees.** There are currently no charges to use this service for consumer accounts. Business account user fees are as follows:

**Small Business Checking: \$5 per month**

**Regular Business Checking; Not-For-Profit Organizations Checking;**

**Public Funds-Community Commercial Checking: \$15 per month**

First Bank of Manhattan reserves the right to change fees at any time.

**Types of Checks.** You can only deposit checks using Mobile Deposit; however, there are some checks that you cannot deposit. These include:

- a. Checks payable to any person or entity other than you.
- b. Checks containing any alteration of which you know or believe to be fraudulent or not authorized by the owner of the account on which the check is drawn.
- c. Any checks that are not in original form with a signature, such as substitute checks or remotely created checks.
- d. Checks written off an account at a financial institution located outside the United States or not payable in US Currency



Note that any check that you attempt to deposit using Mobile Deposit is subject to verification. We may reject an item for deposit for any reason and will not be liable to you. In such a case, you will need to deposit the item using other means, such as depositing the item at First Bank of Manhattan Branch.

Endorsement of Items Deposited via Mobile Deposit: All checks deposited via Mobile Deposit must be endorsed as follows: 'For Mobile Deposit Only First Bank of Manhattan' followed by your name and account number. Failure to endorse items properly may result in your deposit not being accepted or termination of the Mobile Deposit service.

**Receipt.** We are not responsible for items that we do not receive. Processing and/or transmission errors can occur after we acknowledge receipt that may impact transaction completion.

**Cut off Times for Deposits.** Deposits made via Mobile Deposit must be made before 7 pm CST Standard Time in order to be considered deposited same day. Deposits made after 7 pm CST will be considered deposited the next business day. A business day is Monday through Friday, excluding all Federal holidays.

**Availability of Funds Deposited.**

Once deposited, subject to the cut off time described above, funds will be available to you on the following business day. If funds will not be available on the next business day or have been rejected, you will be notified by First Bank of Manhattan and provided with all required legal notices. Notifications of delayed availability or reversal of a deposit may not be available to you via the Mobile App and instead may come via the mail or other acceptable means.

**Destruction of Original Checks.** Once you receive full credit for the check, you must destroy the check. Shredding it is one way to destroy it. Destroying the check prevents it from being presented for deposit another time. You will be liable for checks that are presented more than once.

**Image Quality.** The image of an item transmitted to First Bank of Manhattan must be acceptable. You can get additional information on acceptable images in the Mobile Banking Q & A in the Download Forms link at [www.fnbmanhattan.com](http://www.fnbmanhattan.com).

**Changes/Removal of Service.** We may, in our sole discretion, modify, add or remove portions of the service or end the service at any time without notice. We may turn off the service to you if we suspect fraud, if you misuse Mobile Deposit, have excessive overdrafts or for other reasons.

**Limitations.** When using Mobile Deposit, you may experience difficulties that are outside of our control or there may be times when Mobile Deposit is not available. We are not responsible for any difficulties or any damages such as overdrafts or additional fees that you may incur as a result of these difficulties or unavailability.

**Compatible Hardware and Software.** In order to use Mobile Deposit, you must use, at your expense, compatible hardware and software. This includes downloading an approved Apple or Android Software application. On occasion, you may need to upgrade the Mobile App to continue using Mobile Deposit.

The Mobile Deposit feature is not available without application software. General Smartphone devices are not currently compatible with this feature. Also, this service has not been approved for use on iPad's and no general support will be provided. We may change requirements at any time without prior notice.

**Deposit Limits.** We have established standard limits on the number of checks and the total amount of checks you may deposit using Mobile Deposit. These limits may change from time to time without notice to you. You make also request limit changes by calling 815-478-4611.

Maximum Daily Items Deposited = 3

Maximum Daily Amount of Mobile Deposits \$2,000

Maximum Monthly Items Deposited = 15

Maximum Monthly Amount of Mobile Deposits \$5,000

**Errors.** You must notify us of any errors (or suspected errors) related to the items deposited as soon as possible after they occur, and in no event later than 30 days after your First Bank of Manhattan account statement is sent. You can contact us by calling 1-815-478-4611. Unless you notify us within 30 days, the account statement containing the deposits made through the Services is deemed correct, and you cannot bring a claim against us for any alleged errors.

## Privacy and User Information

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You acknowledge that in connection with your use of the Services, First Bank of Manhattan may receive and may share domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services or Software (collectively “User Information”). First Bank of Manhattan and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. First Bank of Manhattan and its service providers also reserve the right to monitor use of the Services and Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

## Liability

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First Bank of Manhattan makes no representations or warranties whatsoever with regard to Third Party Service Providers’ products or services. Likewise, First Bank of Manhattan makes no warranty of any kind, express or implied that our Mobile Banking service will be uninterrupted. We do not, and cannot, warrant that the Service will operate without error, or that it will be available at all times. Accordingly, First Bank of Manhattan shall not be liable for any loss, damage, whether direct or indirect, costs, charges or expenses incurred by you due to a delay in or the inability to provide the Mobile Banking Services. You agree that neither we nor our suppliers or our directors, officers or employees be held liable for any technical, hardware or software failure of any kind, any interruption in the availability of our service, any delay in operation or transmission, any incomplete or garbled transmission, virus, malware, loss of data or other similar loss. To the extent we may have breached any term of this consent and agreement, you agree that your sole remedy is to discontinue use of this service.

## Disclosures

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Federal law requires that we obtain your consent before providing required account disclosures electronically. Therefore, your acceptance of this Agreement provides consent to us to deliver your required disclosures electronically. A copy of our disclosures may also be viewed by accessing First Bank of Manhattan’s website, [www.fnbmanhattan.com](http://www.fnbmanhattan.com).

## Indemnification

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You agree to indemnify, defend and hold harmless First Bank of Manhattan, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Mobile Banking.