



Together we are one

Effective Date: October 22, 2014
Internet Banking Client Support Services:
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**PLEASE READ THE ENTIRE AGREEMENT CAREFULLY BEFORE ENROLLING IN
THE INTERNET BANKING SERVICE OR INITIATING ANY TRANSACTIONS.**

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1. Scope of this Agreement

This Agreement between you and FirstBank Virgin Islands, P. O. Box 309600, Saint Thomas, VI 00803-9600, governs your use of our Internet Banking and Bill Payment services (the Internet Banking Service). The Internet Banking Service permits our clients to perform a number of banking functions on accounts linked to the Internet Banking Service through the use of a personal computer and the Internet.

2. Accepting the Agreement

After you have carefully read this Agreement in its entirety and the linked [Privacy Notice](#), you will be asked to accept the terms and conditions of this Agreement.

You should print and/or save a copy of this Agreement for your records. To print, select the print button below or select the print function on your browser. To save a copy of this Agreement on your computer, select 'File' and then 'Save As' on your browser.

If you need help printing or saving this document, or if you have any questions about this Agreement, please contact our Internet Banking Client Support Services Department. Our contact information is listed at the top of this Agreement. You can obtain a paper copy of this Agreement at any time. Updates to this Agreement will be sent electronically as further described within this Agreement.

WHEN YOU CLICK ON THE ACCEPT BUTTON BELOW, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY ACCEPTING, YOU ALSO CERTIFY THAT YOU ARE ABLE AND WILLING TO ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR DO NOT ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT, SELECT THE CANCEL BUTTON.

3. Prerequisites for Enrolling in the Internet Banking Service

In order to enroll in the Internet Banking Service:

- You must have an Eligible Account with FirstBank Virgin Islands.
- You must be a legal owner of any Payment Account registered for the Internet Banking Service.
- Your account with us must be in good standing.
- You must be 18 years of age or older.
- You must be a resident of the United States, the United States Virgin Islands or the British Virgin Islands.

Hardware and Software Equipment Requirements

- You must have a computer and Internet browser that will support 128 bit encryption.
- We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Internet Banking Service.
- Some features of the Internet Banking Services may not be supported with older browsers.
- You will need Internet access through an Internet service provider (ISP).
- You will need access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures.
- You will also need an external email address for the delivery of electronic notices and disclosures.
- You must maintain fully updated anti-virus protection on your computer at all times.
- Prior to enrolling in the Internet Banking Service and accepting the electronic version of this Agreement, you should verify that you have the required

hardware and software necessary to access the Internet Banking Service and to retain a copy of this Agreement.

- If we revise hardware and software requirements, and if there is a material chance that impact your ability to access the Internet Banking Service, we will give you advance notice of these changes and provide you an opportunity to cancel the service and/or change your method of receiving electronic disclosures (e.g. change to paper format vs. an electronic format) without the imposition of any fees.

4. Electronic Disclosures

We may deliver amendments to this Agreement and other disclosures to you in an electronic format. Other disclosures may include:

- Monthly account statements,
- Deposit account disclosures,
- Notices regarding changes in account terms and fees,
- Privacy notices

The equipment necessary for accessing these types of disclosures electronically is described above in Section 3.

WITH YOUR ACCEPTANCE BELOW, YOU AGREE TO ACCEPT THIS AGREEMENT AND OTHER INTERNET BANKING RELATED DISCLOSURES IN AN ELECTRONIC FORMAT. YOU ALSO AGREE AND REPRESENT THAT YOU HAVE THE NECESSARY EQUIPMENT FOR ACCESSING THE INTERNET BANKING SERVICE AND FOR VIEWING ELECTRONIC DISCLOSURES.

If you consent to receive electronic disclosures and later change your mind, you may withdraw your consent and change to paper delivery format. You can notify us of your intent to cancel electronic disclosures by:

- Sending us a letter to FirstBank Virgin Islands, PO Box 309600, St. Thomas, Virgin Islands, 00803-9600, ATTN Client Support Services.
- Sending us a secure message through the Internet Banking Service, or
- By contacting us at this phone number: (340)-693-1799, Monday - Friday, 8:00 AM to 5:00PM Atlantic Standard Time

If you send us a secure message through the Internet Banking Service or write us a letter, please be sure to identify yourself and the applicable accounts.

You should print or save a copy of all disclosures delivered electronically. Internet banking customers may request paper copies of disclosures such as this Internet Banking Agreement based on the fees listed below.

If you enroll for the Service in one of our office locations, we will send you a secure message and ask you to confirm your ability to access the Service and e-statements

You can also opt-out of electronic only statements on the statements page within the Internet Banking Service.

You can request paper copies of documents through the Internet Banking Service.

- Checks deposited up to one year: \$10 each. Older checks: \$15 each. Account screen, \$2.50 per screen.
- Photocopies of a Money Order or Manager's Check: \$2.50 each
- Record Search: \$30 minimum per hour or part thereof.
- Legal Process: \$30 minimum charge for each legal process served on the bank and relating to a depositor or depositors account

Additional fees for paper copies of account statements may be imposed depending on the type of account you have and/or the reason and frequency of your requests for paper copies.

- Photocopies: Recent checks up to one year: \$10 each. Older checks \$15 each
- Statements: Up to one year \$7.50 each, older statements \$10 each

You may request an electronic copy of a bill payment check or laser draft for a fee of \$6.00 for each item.

5. Definitions

Access ID - means an Access Identification Code used to access the Internet Banking Service

ACH Origination - refers to the creation of debit and credit entries to facilitate the transfer or placement of funds in another institution through the Automated Clearing House (ACH) network. The ACH network is a funds transfer system governed by the National Automated Clearing House Association (NACHA). (Note: ACH services may also be available to consumer customers with external transfer privileges, if your institution does not offer external transfers, or biz banking, this could be removed).

Agreement - means these terms and conditions of the Internet Banking and Bill Payment services. As used within this Agreement, "you" and "your" refer to the person enrolling in the Internet Banking Service, owner of the Eligible Accounts, Focus Customer, Sub-User Administrator as well as any Authorized Users that such person allows.

Authorized User - is any individual, agent, or Sub-User whom you allow to use the Service, your Passcode or other means to access your online accounts.

Bill Inbox - refers to the list of the bills that you must approve before we will send a payment and any notices from your payees.

Bill Payment Service Provider - refers to the contractor or provider of our Bill Payment services, which is a sub-contractor of our Internet Banking Service Provider.

Billing Account - is the checking account from which all Service fees will be automatically debited.

Business Day - is any calendar day other than Saturday, Sunday, or any holiday recognized by the Federal Reserve Bank. Bill payments are processed on all Business Days that both the Federal Reserve Bank and the US Postal System are open and operating for business.

Business Client - Refers to anyone other than a Consumer who owns an Eligible account at FirstBank that is used primarily for business purposes.

Business Day Cutoff - refers to the cut-off time for posting purposes. Our primary banking offices are located in the United States Virgin Islands and our business day is based on the Atlantic Standard Time (AST) zone. For posting purposes, we will process online banking transactions completed by 5:00 PM AST on the same Business Day. Transactions completed after 5:00 PM AST including transfers, may be processed on the following Business Day. Bill payment cut-off times may differ and are further detailed within this Agreement.

Consumer - Refers to a natural person who owns or holds an Eligible Account at FirstBank Virgin Islands that is used primarily for personal, family, or household purposes.

Due Date - the consumer defines the date the payment is due; typically, this is the date reflected on your payee's statement for which the bill payment is due.

E-bills - refers to any bill that you receive in your bill inbox. If you enroll for E-bills, you may receive one of the following types of electronic bills or statements:

- The first type is an electronic bill that we receive from one of your Payees and which we redirect to you.
- The second type is a bill we retrieve from your Payee's website and present to you electronically.

Eligible Accounts - refer to accounts eligible for access through the Internet Banking Service. You may request online access to any account that you own at this Institution or to any account at this Institution upon which you are an authorized signer. If you or your Authorized Users desire features of the Internet Banking Service that allow you to initiate bill payments, transfers, ACH transactions, or otherwise remove funds from an Eligible Account, you must have the required withdrawal authority over the relevant Eligible Account(s). Only checking accounts may be eligible for bill payment privileges. We may make additional accounts available for bill payment services from time-to-time as allowed by law or our bill payment Service Provider.

When using the Internet Banking Service, you agree to keep sufficient balances in your Eligible Account(s) to cover all transactions requested by any Authorized User and to cover any applicable fee(s) related to the Internet Banking Service.

Focus Customer - individual who initially enrolls on behalf of the company. The Focus Customer is an individual who is both an authorized signer on an eligible Business Customer account and has been given the authority to establish and manage Sub-User access to the Internet Banking Service. The Focus Customer is considered to have full authority to act on behalf of the Business Customer and any other authorized signers. A Focus Customer can designate and remove Sub-Users and may assign certain administrative rights to a Sub-User.

Funding Account - is the checking account from which bill payments will be debited. You must be a legal owner of any funding account registered for the Service.

Joint Accounts - If the accounts added to the Service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your Access ID and Passcode are authorized unless we have been notified to cancel the Service. If joint account holders use individual Access IDs, the Service may be identified as two separate Services and you may be charged for the use of two (2) Access IDs. Transaction history is maintained for each Access ID.

Laser Draft Payment - is a payment method similar to a check written by you on your Payment Account. Payees should receive Laser Draft Payments no later than the Scheduled Payment Date. Funds will be debited from your Payment Account by FirstBank Virgin Islands after the Payee receives and processes the Laser Draft Payment. As a result, we cannot control when your Payment Account will be debited for a Laser Draft Payment. In no event shall FirstBank Virgin Islands be liable for any claims or damages resulting from the debiting of an account for a Laser Draft Payment.

Loan Payment Transfer - Loan payment made directly from an eligible FirstBank Virgin Islands deposit account to a FirstBank Virgin Islands consumer (mortgage, personal, auto) loan. This payment will credit to the loan within 48 hours.

Payment Account - is the checking account from which Bill Payments will be debited.

Payment Due Date - refers to the date by which the Payee requires payment from the client.

Payment Instruction - is the information provided by you to the Service for a Bill Payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

Passcode - means your password, which is known solely by you and not by us or our service providers, which you use to access the Internet Banking Service.

Payee - A Payee is the person or entity to which you wish a bill payment to be directed or the person, company or organization from which you receive electronic bills as the case may be.

Service Provider - includes any agent, licensor, independent contractor or subcontractor that FirstBank Virgin Islands may involve in the provision of Internet banking, bill payments and/or E-Bill services.

Sub-User - means an Authorized User who has been assigned access to an Eligible Account by a Sub-User Administrator. Sub-Users may be granted full or limited access to originate online transfers such as ACH transactions and/or wire transfers.

Sub-User Administrator - refers to an administrative user available only to Business Customers. A Sub-User Administrator may administer and assign access rights to Sub-Users.

We, Us, or Our - as used within this Agreement, refers to FirstBank Virgin Islands and any agent, independent contractor, Service Provider, sub-contractor, licensor, designee, or assignee that FirstBank Virgin Islands may involve in the provision of the Internet Banking Service.

6. Basic Internet Banking Services

The Basic Internet Banking Service currently offers the following features:

- Up to 24 months of complete Internet transactional detail and history.
- Account Inquiries for balances, rates, etc
- Up to 24 Months of Account Statements.
- Transfers between your deposit accounts at FirstBank Virgin Islands.
- Transfers from your eligible FirstBank Virgin Islands deposit accounts to your FirstBank Virgin Islands consumer (mortgage, personal, auto) loans.
- Secure e-mails through the Internet Banking Service's messaging system.
- View installment loan and mortgage balances.
- Online check reorders.
- Stop payments on checks that you have written.
- Transaction downloads into Quicken, Microsoft Money and QuickBooks.

Bill Payment services are optional. Consumer clients can request Bill Payment privileges in the online enrollment process and/or you can add Bill Payment services at a later time by contacting our Internet Banking Client Support Service Department. Bill Payment clients also have access to electronic bill presentment.

We may add or remove certain features and/or functionality available from time to time.

You can use the Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. Access to the Internet Banking Service may be slower at times due to high Internet traffic or other factors beyond our control. In no event shall FirstBank Virgin Islands be liable for any claims or damages arising from the unavailability of the Service or from changes in the speed of access to the Service.

7. Other Basic Internet Banking Features

(A) Stop Payment Feature

The stop payment feature within the Internet Banking Service is only for stopping payments on checks that you have written or for pre-authorized electronic drafts that are deducted from your account. This feature is accessible in the User Services menu of the Internet Banking Service and provides a means to securely forward your stop payment requests to us via e-mail for processing.

Stop payment requests received through the secure e-mail feature will generally be processed within one (1) to two (2) Business Days. Therefore, if your request is urgent, we recommend that you contact our Internet Banking Client Support Services Department directly via telephone or visit one of our branches.

The stop payment feature within the Internet Banking Service can NOT be used to cancel transfers and Bill Payments.

There is typically a \$20.00 per check or block of checks stop payment fee associated with this feature. Additional terms of acceptance or disclosures may apply on the stop payment service and these disclosures will be made at the time you complete the request.

(B) Check Reorders, Address Change, Order Documents, Secure E-Mail & Secure File Delivery Services

Additional features within the Internet Banking Service include: check reorders, secure emails for address changes, document requests, and secure file delivery. The submission of requests, such as those for address changes, document requests, or check reorders, will generate a secure email to FirstBank Virgin Islands. Generally, requests received through the Internet Banking Service's secure e-mail feature will be processed within one (1) to two (2) Business Days. For urgent requests, we recommend that you contact our Internet Banking Client Support Services Department or visit one of our Branches.

We also offer a direct link for check reorders. This link will securely submit your reorder request directly to the check printer. In addition, in the User's Internet Banking Services menu, you can request Bill Payment services and the addition/ removal of eligible accounts.

The secure file transfer feature within the Internet Banking Service provides a means for you to forward files to FirstBank Virgin Islands in a secure manner. There may be additional fees associated with some of these services, such as when you reorder checks through the Internet Banking Service. Fees will be disclosed in our fee schedule and/or at the time of your request.

8. Fees

Basic Internet Banking Service: (view balances and account transfers) - No charge

Bill Payment for consumer accounts: No Charge

Any applicable fees will be charged regardless of whether the Internet Banking Service was used during the billing cycle. There may be a charge for additional transactions and other optional Internet Banking Services. You agree to pay such charges and authorize the Internet Banking Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply.

You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet Service Provider.

There is a \$30.00 fee for the overnight delivery of Bill Payment services.

9. Enrollment Process

You must complete the enrollment process to use the Internet Banking Service. You can enroll for the Internet Banking Service on the Internet or you can enroll in any of our VI branches. You can also print the enrollment form accessible on our website and mail or fax it to us at the address listed at the beginning of this Agreement.

The Internet enrollment process involves completing a secure online application that we will use to verify your identity. You will also choose your Access ID and Passcode during the enrollment process. For security purposes you should not use your account number or social security number as your Access ID.

When you enroll for the Internet Banking Service, you agree to provide true and accurate enrollment information. Our Internet Banking Client Support Services Department will verify the information you submit for accuracy and proper authorizations. After verification of your information you will be notified when you can begin using the Service.

For Business Accounts, you must print the enrollment form accessible on our website and either fax or mail it to us at the address listed at the beginning of this Agreement. You may also bring the enrollment form to the nearest branch.

You may request access to our Bill Pay Service for eligible accounts during the enrollment process or at any time after you initial enrollment by contacting us at our Internet Banking Client Support Services Department 340-693-1799.

Upon enrollment, you will be asked to select on or more security questions and answers. These questions are required as part of our enhanced security measures and may be used as a method of validating your identity. You may be required to correctly answer your security questions in order to gain access to the Internet Banking Services.

10. Address, Email or Funding Account Changes

When you enroll in the Internet Banking Service, we will send you a Welcome email. We will also send you secure messages through the Service regarding important Internet Banking and bill payment matters and/or changes to this Agreement. You must provide your current e-mail address in order for us to deliver this information to you.

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. Changes can be made within the User Services section of the Service or by contacting our Internet Banking Department at PO Box 309600, St. Thomas, Virgin Islands 00803 or visit the nearest Branch. Any changes to your Eligible Account(s), Funding Account, or Billing Account should also be made in accordance with these procedures. We are not responsible for any bill payment processing errors or fees incurred if you do not provide accurate Funding Account or contact information.

After you enroll, the Internet Banking Service will allow you to establish email alert notifications to keep you apprised of activity within your account(s).

From time-to-time we may also send emails marketing various features of the Internet Banking Service; however, we will **NEVER** ask you to provide any personal or account information in response to an email from this Institution.

11. Linked Accounts

When you first enroll for the Basic Internet Banking Service, we will link all of your designated Eligible Accounts to one Access ID. If you want to limit the accounts linked or the privileges assigned to an account, please send us a secure email message through the Internet Banking Service.

Sole proprietors and Business account holders may NOT link personal Consumer accounts to the Internet Banking Service.

12. Signature Requirements

When any online transfer, ACH, or other payment instruction is initiated through the Internet Banking Service for your benefit, you agree that we may debit the designated Eligible Account(s) without requiring your signature on the item and without any notice to you. Requirements for dual signatures on checks, if applicable, do NOT apply to payments or other transfers initiated through the Internet Banking Service.

Bill Payment privileges are not available for business account holders. Any authorized user must be authorized individually to make electronic transfer and payments although that person's authority to make transfers by other means may still require dual signatures. If your account(s) require two signatures for withdrawal, we may only grant view privileges to your Eligible Accounts through the Internet Banking Service.

13. Account Balances

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected in the Internet Banking Service may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. A transfer request must be made before the 5:00 p.m., Atlantic Standard Time, Business Day Cut-off time to be effective the same Business Day.

The balances within the Internet Banking Service are updated periodically and the Internet Banking Service will display the most current "as of" date on the "accounts" summary page. There may be situations that cause a delay in an update of your balances. In these situations, the Internet Banking Service will use the most current balance available at the time of a transaction to base our approval for account transfers.

14. Canceling or Changing Transfers

You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us via the Internet Banking Service. However, you can edit or change a transfer that is still pending, meaning that it has not been processed.

In order to cancel or change a pending transfer that has not been submitted for processing, use the following procedures:

1. Log in and make edits to pending transfers.
2. Edits must be made before 5:00 p.m., Atlantic Standard Time, for transfers to be processed the same Business Day.
3. You may edit a pre-scheduled (future dated/recurring) transfer any time before 5:00 p.m., Atlantic Standard Time, on the Business Day before the scheduled transfer date.
4. You can change the transfer amount to \$0.00, or
5. If you accidentally transfer funds, you can schedule another transfer to move funds back to the original account.
6. You **cannot** cancel a loan payment transfer after it has been entered into the system AND the information has been processed and/or transmitted to us via the Internet Banking Service. However, you can edit or change a loan payment transfer that is still 'pending', meaning that it has not been processed.

If you need to edit a pending transaction after-cut-off time, please contact us immediately by sending us a secure e-mail through the Internet Banking Service or call our Internet Banking Client Support Services Department; although in these situations, we may not have sufficient time to stop transactions from future processing. Separate agreements detail the required time-frames for submitting and making changes to ACH transactions.

To make edits to recurring/future dated transfers; you can send us a secure email through the Internet Banking Service. However, we must receive your request three (3) Business Days or more before the transaction is scheduled for processing. If you call, we will require you to put your request in writing and get it to us within 14 days after the call.

15. Bill Payment and Transaction Limitations

You may use the Internet Banking Service to check the balance of your Eligible Account (s) and to transfer funds among your Eligible Accounts at FirstBank Virgin Islands and to your consumer loan(s). You must have sufficient funds in your account to cover the amount of any online transfers and Bill Payments on the scheduled payment date set for the transaction, or the transaction may not be processed. NSF and/or overdraft charges will be incurred if Bill Payments exceed your account balance.

Current federal regulations restrict the number of transactions that you can make from certain types of accounts, such as Money Market and Savings Accounts. For these types of accounts, you may not make more than six (6) pre-authorized electronic transfers, which include computer initiated transfers, telephone transfers, checks, and point-of-sale transactions during a given monthly statement period. Online account transfers and Bill Payments authorized by personal computer through the Internet Banking Service are counted toward the six permitted monthly transfers. Bill Payments are considered third party transfers and are limited to three (3) transactions. Federal regulations currently place no limits on the number of transfers or Bill Payments from your Checking Account. Therefore, FirstBank Virgin Islands currently limits the Bill Payment Service to only Checking Accounts.

16. Bill Payment Terms and Conditions

(A) Set-Up Payees

It is easy to pay bills online. Simply set up your payments by choosing from the database of vendors (Payees) that already exist, or by entering necessary information to schedule a payment. We maintain a large vendor database of regional or national Payees to make this process quicker and easier. We can only process payments to Payees that have a US Postal address.

(B) Bill Payment Transaction Limits

Our bill payment Service Provider limits daily bill payment to a single Payee to \$9,999.99 and all bill payment transactions for a single day to \$100,000. Otherwise, there is no limit to whom you pay or how many Payees you may establish. We reserve the right to refuse to pay any Payee to whom you may direct a payment. Our Service Provider may notify you if it decides to refuse to pay a Payee designated by you.

(C) Payment Scheduling

Bill Payments should be scheduled by 02:59 pm Atlantic Standard Time, at least seven (7) Business Days before the Due Date. Transactions begin processing seven (7) Business Days prior to your Scheduled Payment Date. Therefore, the application will not permit you to select a Scheduled Payment Date less than seven (7) Business Days from the current date. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

Payment processing for electronic payments typically begins at least two (2) Business Days prior to the Due Date. Payment processing for check remittance usually begins at least four (4) Business Days prior to the Due Date.

(D) The Bill Payment Service Guarantee

Due to circumstances beyond the control of the Internet Banking Service, particularly delays in handling and posting payments by Payees or FirstBank Virgin Islands, some transactions may take longer to be credited to your account. Except as expressly stated otherwise within this Agreement, FirstBank Virgin Islands and/or its Internet Banking Service Providers will bear the responsibility for any late payment related charges up to \$50.00 should a Bill Payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under Payment Scheduling in this Agreement and the following:

1. If you scheduled the payment to be sent at least seven (7) business days prior to the due date. This applies regardless of whether the payment is sent electronically or by check.
2. If correct information was provided to us about the Payee (name, address, account number and amount).
3. If your account had sufficient funds to complete the payment or transfer on the scheduled payment date.
4. If the Payee was a business Payee.
5. If the Payee assessed late payment fees or penalties due to the delay of this payment.
6. If you did not receive notice from us, our Service Provider(s), or the Payee at least ten (10) calendar days prior to your scheduled payment that would have alerted you to a problem processing payments through our Internet Banking Service.

In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transaction and we will not be liable for any incidental, exemplary, punitive or consequential damages.

(E) Payment Authorization and Payment Remittance

You represent and warrant that you are an authorized user acting with full authority for the applying entity, and that you are duly authorized to execute this Agreement on behalf of the applying entity. By providing the Internet Banking Service with names and account information of Payees to whom you wish to direct payments, you authorize the Internet Banking Service to follow the Payment Instructions that it receives through the payment

system. In order to process payments more efficiently and effectively, our Bill Payment Service Provider may edit or alter payment data or data formats in accordance with Payee directives.

When the Internet Banking Service receives a Payment Instruction, you authorize our Bill Payment Service Provider to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize our Bill Payment Service Provider to credit your Payment Account for payments returned to the Internet Banking Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Internet Banking Service.

(F) Payment Methods

The Bill Payment Service Provider reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a Laser Draft Payment.

(G) Payment Cancellation and Stop Payment Requests

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the Internet Banking Service. There is no charge for canceling or editing a Scheduled Payment. Once the Internet Banking Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted. The ability of FirstBank Virgin Islands and its Service Provider to process a stop payment on a Bill Payment request will depend on the payment method and whether or not a check or Laser Draft Payment has cleared. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any Bill Payment that has already been processed, you must contact our Internet Banking Client Support Service at (340)-693-1799.

Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your stop payment request in writing within fourteen (14) days. The charge for each online stop payment request is \$15.00

(H) Returned Payments

In using the Internet Banking Service, you understand that Payees and/or the United States Postal Service may return payments to our Internet Banking Service Provider for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. Our Internet Banking Service Provider will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Payment Account. You may receive notification from the Internet Banking Service. In no event shall FirstBank Virgin Islands be liable for claims or damages arising from any returned payments described in this section.

(I) Bill Payment Information Authorization

Requests for Bill Payment privileges may not be fulfilled if FirstBank Virgin Islands and/or its Internet Banking Service Provider(s) cannot verify your identity and withdrawal

authority over the specified accounts. Through your enrollment in the Bill Payment Service; you agree that FirstBank Virgin Islands and its Internet Banking Service Providers reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that FirstBank Virgin Islands and its Internet Banking Service Providers reserve the right to obtain financial information regarding your account from a Payee or FirstBank Virgin Islands (for example, to resolve payment posting problems or for verification).

(J) Prohibited Payments

Payments to Payees outside of the United States are prohibited and may not be issued under any circumstances. Payments to Internet gambling sites are prohibited through the Service.

Tax payments to state, federal, or local tax agencies, court ordered payments and payments to insurance companies may be scheduled through the Internet Banking Service; however, such payments are discouraged and are scheduled at your own risk. In no event shall FirstBank Virgin Islands its Internet Banking Service Provider(s) be liable for any claims or damages resulting from you scheduling these types of payments. The bill payment service guarantee, as it applies to any late payment related charges, is void for these types of payments if scheduled and/or processed by the Internet Banking Service.

We reserve the right to refuse to pay any Payee to whom you may direct a payment. We will notify you if we decide to refuse to pay a Payee designated by you; however, this notification is not required if you attempt to make a prohibited payment under this Agreement.

(K) Failed Transactions

In using the Internet Banking Service, you are requesting us to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Internet Banking Service. In such case, you agree that:

1. You will reimburse our Internet Banking Service Provider immediately upon demand the transaction amount that has been returned;
2. For any amount not reimbursed to the Internet Banking Service Provider within fifteen (15) days of the initial notification, a late charge may be assessed each month against unpaid amounts equal to 1.5% or the legal maximum, whichever rate is lower;
3. You will reimburse our Internet Banking Service Provider for any fees, it may incur in attempting to collect the amount of the return from you; and
4. Our Internet Banking Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

17. Electronic Bill Delivery (E-Bills)

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you

elect to activate one of the Bill Payment Service's electronic bill options, you also agree to the following:

(A) Information Provided to the Payee

We are unable to update or change your personal or business information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the Payee. Any changes will need to be made by you; contact the Payee directly. Additionally, it is your responsibility to maintain all usernames and passwords for all Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's or company's bill.

Our Internet Banking Service Provider may, at the request of the Payee, provide to the Payee your e-mail address, system address, or other data specifically requested by the Payee at the time of activating E-Bills, for purposes of the Payee informing you about service and/or bill information.

(B) Activation

Upon activation of the electronic bill feature, our Internet Banking Service Provider may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

(C) Notification of Bill Delivery

The Internet Banking Service will use commercially reasonable efforts to present all of your electronic bills promptly. In addition to notification within the Internet Banking Service, our Internet Banking Service Provider may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Internet Banking Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

(D) Cancellation of Electronic Bill Notification

The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may also cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to thirty (30) days, depending on the billing cycle of each Payee. Our Internet Banking Service Provider will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

(E) Non-Delivery of Electronic Bill(s)

You agree to hold harmless, FirstBank Virgin Islands and its Internet Banking Service Providers should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

(F) Accuracy and Dispute of Electronic Bill

Neither FirstBank Virgin Islands nor its Internet Banking Service Providers are responsible for the accuracy of your electronic bill(s). FirstBank Virgin Islands and its Internet Banking Service Providers are only responsible for presenting the information received from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

18. Privacy

We understand how important privacy is to our clients. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our [privacy notice](#) before completing the enrollment process for the Internet Banking Service.

(A) Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional Internet Banking Services;
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
- To consulting firms, in an aggregate non-personally identifiable format, for research and product improvement purposes only
- In order to comply with a governmental agency or court orders; or
- If you give us your written permission.

Please refer to our [privacy notice](#) for additional detail on disclosure of account information.

19. Internet Security

The Internet Banking Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. Prior to activating your access to the Internet Banking Service, our Internet Banking Department will verify your identity and authorization against information associated with the Eligible Account (s) that you request to be linked to the Internet Banking Service.

Access IDs and Passcodes - One of the main security features protecting the Internet Banking Service is the unique combination of your Access ID and Passcode. During the enrollment process, you will be asked to select a unique Access ID and Passcode. For security purposes, do not use your account number or social security number as your

Access ID. Encryption and access controls are used to protect your Passcode within our database. If you need to reset your Passcode, you may use our online automated Passcode reset feature or you may contact this Institution for assistance.

Because your Passcode is used to access your accounts, you should treat it as you would any other sensitive personal data.

- You should carefully select a Passcode that is difficult to guess.
- You should **not** use words based on your name, address or other personal information.
- Special characters may be used to increase security.
- Do **NOT** use dictionary words.
- Keep your Passcode safe.
- Memorize your Passcode and do **NOT** write it down.
- You should also change your Passcode occasionally, such as every 90 days.
- Passcodes should not be shared with anyone, even Authorized Users.
- The 'Help' link within the Internet Banking Service will offer tips on choosing a secure Passcode that you can remember.

When you enroll for the Internet Banking Service you agree to change your Passcode immediately if you suspect that your Passcode has been compromised. This can be done at any time from the User Services menu after you log on to the Internet Banking Service.

NEITHER THIS INSTITUTION NOR ITS SERVICE PROVIDERS WILL CONTACT YOU BY TELEPHONE, EMAIL OR TEXT MESSAGING REQUESTING PERSONAL INFORMATION, SUCH AS YOUR ACCESS ID, PASSCODE, CREDIT CARD NUMBER, ATM CARD NUMBER OR ATM PIN. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS TYPE OF INFORMATION, DO NOT PROVIDE ANY INFORMATION AND CONTACT OUR INTERNET BANKING DEPARTMENT IMMEDIATELY.

Encryption - The Internet Banking Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Internet banking. Your browser automatically activates this technology when it attempts to connect to our Internet Banking Service. The Internet Banking Service requires a browser that supports 128-bit encryption and we will warn you if your browser does not meet this requirement.

Whenever SSL is securing your communications, the browser will typically indicate this *secure session* by changing the appearance of a small icon of a padlock at the bottom of the screen from 'open' to 'locked'. What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

Certificate Authority - The servers hosting the Internet Banking Service have been certified by a Certificate Authority to assure you that you are actually talking to the Internet Banking Service instead of someone pretending to be us. By clicking on the lock within the Internet Banking Service, you can view the certificate to ensure it's valid.

Cookies - During your use of the Internet Banking Service, our Internet banking Service Provider will pass an encrypted *session cookie* to your computer that enables us to process multiple transactions during the session without having to provide an Access ID and Passcode for each individual transaction. You must accept this cookie to use the

Internet Banking Service. The *session cookie* is stored on your computer's hard-drive, identifying your computer while you are logged on. The *session cookie* does not contain any personal information. When you log off, close your browser, or turn off your machine, the *session cookie* will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account. Our Service Provider also uses persistent or permanent cookies to identify this Institution and your computer as part of our enhanced security. The permanent cookies will remain on your computer's hard drive until you clear cookies with your browser. If you do not accept these cookies, you may not be able to use all the features of the Internet Banking Service.

Multi-Level Authentication - We use multi-level authentication (or enhanced security) to help prevent unauthorized access to your accounts. As part of our enhanced security solution we may ask you to select challenge questions which may be used to help verify your identity in the event unusual login or transaction activity is detected. We may also send you a One Time PIN (OTP) which can be used to help authenticate your login or transaction requests.

20. Your Security Obligations

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER INCLUDING THE USE OF UPDATED ANTI-VIRUS PROTECTION.

NEITHER FIRSTBANK VIRGIN ISLANDS NOR ITS INTERNET BANKING SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, FAILURES, OR DISCLOSURE OF PERSONAL OR BUSINESS ACCOUNT INFORMATION THAT MAY OCCUR AS A RESULT OF ANY VIRUS, TROJAN, SHARED PASSWORD, OR MALFUNCTION OF YOUR COMPUTER OR SOFTWARE OR YOUR FAILURE TO ADEQUATELY MAINTAIN AND SECURE YOUR COMPUTER AND SOFTWARE.

- All Authorized Users should sign-off after every session. While online sessions will automatically end after a period of inactivity, logging off can help protect you in case you accidentally leave your computer unattended.
- Refrain from using public computers (e.g. computers in a library, Internet cafe or hotel business center) to access your online banking accounts. The security of public or shared computers cannot be assured.
- Always keep your computer's operating system and browser fully patched for critical security issues. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Internet Banking Service.
- Always keep your anti-virus and anti-spyware software current and routinely scan your computer, servers, and electronic media using reliable virus detection and anti-spyware products. Undetected or un-repaired viruses or malicious software (malware) may affect the performance of your computer, corrupt and destroy your programs, files, and even your hardware. Furthermore, undetected or un-repaired viruses or malware may affect the security of online accounts and the privacy of personal information stored on your computer. If your computer is compromised by some form of malware, virus, or Trojan, you could unintentionally transmit sensitive account information or personal data to another third party or transmit a virus to other computers.
- Always use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.

- If you use a wireless Internet connection to access your online accounts, make sure that the wireless network is encrypted.
- Occasionally we may post important security notices on our website and/or send online banking user's security related notices or reminders. It is your responsibility to read all security notices.

21. Protecting Your Passcode

When you or your Authorized Users accept the terms and conditions of this Agreement, you agree not to give or make available your Passcode or other means to access your account to any unauthorized individual(s). You are responsible for all transactions authorized or requested through the Internet Banking Service using a valid AccessID and Passcode, including those situations when your AccessID and Passcode are obtained due to compromise to your computer. If you permit other persons to use the Internet Banking Service with your Passcode, or other means to access your account, you are responsible for any transactions they authorize.

If you believe that your Passcode or other means to access your account has been lost or stolen or that someone may attempt to use the Internet Banking Service without your consent or has transferred money without your permission, you must notify us at once by calling (340)-693-1799 during client service hours. You can also contact us by sending a secure message through the Internet Banking Service.

IF YOU OR YOUR AUTHORIZED USERS DISCLOSE YOUR PASSCODE TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR PASSCODE TO ACCESS YOUR ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE INTERNET BANKING SERVICE BY THEM (E.G., SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO A JOINT ACCOUNT HOLDER, AN EMPLOYEE, AN AGGREGATION SERVICE PROVIDER, OR WHEN YOUR PERSONAL COMPUTER IS COMPROMISED BY A KEY STROKE LOGGING VIRUS OR ANY OTHER TYPE OF MALWARE).

You agree that we may send notices and other communications, including Passcode change confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual.

22. Documentation and Verification of Transactions

Information regarding all Internet Banking transactions will be reflected on the account detail page within the Internet Banking Service and in your regular monthly account statement(s).

23. Our Liability for Failure to Complete Transfers and Bill Payments

It is our responsibility to process all bill payments, internal transfers and other electronic transactions properly initiated through the Internet Banking Service in accordance with this Agreement. However, we shall incur no liability and any bill payment service guarantee shall be void if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Eligible Account(s) and/or Funding Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account (if applicable);

2. The Internet Banking Service and/or the payment processing center is not working properly and you know or have been advised by this Institution and/or its Service Providers about the malfunction before you execute the transaction;
3. You have not provided us with the correct bill payment Funding Account information, or the correct name, address, phone number, or account information for the Payee;
4. Your Eligible Account(s), including either your bill payment Funding Account or Billing Account, is closed;
5. If your computer, software, telecommunication lines were not working properly and this problem should have been apparent to you when you attempted the transaction;
6. It can be shown that the Payee received a bill payment within the normal delivery timeframe and failed to process the bill payment through no fault of ours;
7. The payment or transaction request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal;
8. We have reason to believe that a bill payment or other transaction request may not be authorized by you or any third party whose authorization we believe is necessary; and/or
9. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force or third party) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if we cause an incorrect amount of funds to be removed from any of your Eligible Account(s) or if we cause funds from your accounts to be directed to a Payee, which does not comply with your payment instructions. FirstBank Virgin Islands and/or its Internet Banking Service Providers shall be responsible for returning the improperly transferred funds to your Eligible Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, any late payment related charges.

24. Provisions Applicable Only to Consumer and Sole Proprietors Deposit Accounts

A. Errors and Questions

In case of errors or questions about your electronic transactions, you should notify us as soon as possible through one of the following methods:

- Telephone us at (340)-693-1799, Monday - Friday, 8 a.m. to 5p.m. Atlantic Standard Time. during client service hours;
- Contact us by using the secure messaging feature within the Internet Banking Service; or
- For Bill Payments, write to us at FirstBank Virgin Islands, PO Box 309600, St. Thomas, Virgin Islands, 00803-9600, ATTN: Client Support Services
- If you think your statement is incorrect or you need more information about an electronic transfer or bill payment transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:
 1. Tell us your name, relevant account number(s), and Access ID;
 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,

3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

For errors regarding electronic transactions on new consumer accounts, we may take up to ninety (90) days to investigate your complaint or question. We may take up to twenty (20) Business Days to credit a new account for the amount you think is in error.

If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

B. Consumer Liability for Unauthorized Transfers

Tell us **AT ONCE** if you believe your Access ID or Passcode has been lost, stolen or otherwise compromised. Telephoning is the best way of minimizing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit if applicable).

If consumer customers tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00.

If your monthly account statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

25. Additional Provisions Applicable Only To Business Clients

A. Protecting Your Account

The Internet Banking Service will allow Business Customers to establish individual Access IDs, Passcodes, privileges for each Authorized User. Transaction history is maintained for each Access ID. Additional fees may be assessed for each Access ID or Sub-User.

BUSINESS CUSTOMER(S) WILL BE SOLELY RESPONSIBLE FOR DESIGNATING ITS AUTHORIZED USERS AND ASSIGNING PRIVILEGES WITHIN THE INTERNET BANKING SERVICE.

B. Sub-User Administration

Sub-User Administration is an optional service for Business Customers that may be activated at any time after your initial enrollment. Business Customer shall be solely responsible for designating both the Focus Customer and Sub-Users users with Administrative Rights.

A Sub-User with administrative rights may further authorize other individual Sub-Users who may be granted full or limited online access to business accounts. Dual control can be established to help regulate the actions of multiple Sub-Users.

For security and auditing purposes, each Sub-User should be assigned separate Access IDs and Passcodes.

A Sub-User administrator inherits the privileges assigned to the Focus customer. Notwithstanding the foregoing, please note that a Sub-User with Administrative Rights has the ability to remove, change or otherwise alter the restrictions or limits placed upon their rights by the Focus Customer.

The Focus Customer or Sub-User Administrator will need to provide the Access ID and temporary Passcode to each new Sub-User. The temporary Passcode will be used to gain access to the Internet Banking Service initially. After the Sub-User's initial log on, they will be prompted to set up their own unique Passcode, known only to them, for future use of the Internet Banking Service.

Business Customer understands that there may be a charge for multiple Sub-Users. You agree to pay all such charges and authorize us to deduct such charges from your business account and any additional charges that may be incurred by you. Any fees associated with your standard business deposit account(s), as described in our fee schedule will continue to apply.

C. Business Customer Liability

BUSINESS CUSTOMER REPRESENTS AND WARRANTS THAT ITS AUTHORIZED USERS AND SUB-USERS HAVE THE APPROPRIATE AUTHORITY TO VIEW TRANSACTIONS THROUGH THE INTERNET BANKING SERVICE. BUSINESS CUSTOMER ALSO REPRESENTS AND WARRANTS THAT IT MAINTAINS OR REQUIRES CURRENT AND UPDATED ANTI-VIRUS SOFTWARE ON ALL COMPUTERS USED TO ACCESS THE INTERNET BANKING SERVICE BY IT OR ON ITS BEHALF.

BUSINESS CUSTOMER AUTHORIZES THIS INSTITUTION AND ITS SERVICE PROVIDERS TO ACT UPON, AND AGREES TO BE BOUND BY, ANY TRANSACTION, WHETHER OR NOT AUTHORIZED, THAT IS INITIATED WITH AN ACCESS ID AND PASSCODE OF ANY AUTHORIZED USER(S).

FURTHERMORE, ANY INSTRUCTIONS, DIRECTIONS, OR OTHER INFORMATION PROVIDED BY THE BUSINESS CUSTOMER, OR ANY OF ITS AUTHORIZED USERS, WILL BE DEEMED TO HAVE BEEN AUTHORIZED BY THE BUSINESS CUSTOMER.

THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE FOR VERIFYING THE IDENTITY OR AUTHENTICITY OF ANY PERSON CLAIMING TO BE AN AUTHORIZED USER OF THE BUSINESS CUSTOMER.

BUSINESS CUSTOMER ASSUMES ANY AND ALL LIABILITY ARISING FROM THE USE OR MISUSE OF THE INTERNET BANKING SERVICE OR COMPANY ACCOUNTS BY ITS AUTHORIZED USERS OR AS A RESULT OF A COMPROMISED COMPUTER DUE TO A BREACH OF ANY OF THE FOREGOING WARRANTIES. BUSINESS CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS FOR ANY LIABILITY AND DAMAGES RESULTING FROM OR ACTING UPON ANY TRANSACTION, DIRECTION, INSTRUCTION, OR INFORMATION THAT IS INITIATED WITH AN ACCESS ID AND PASSCODE OF BUSINESS CUSTOMER'S AUTHORIZED USER(S) REGARDLESS OF WHETHER SUCH TRANSACTION, DIRECTION OR INSTRUCTION IS MADE BY AN AUTHORIZED USER.

BUSINESS CUSTOMER AGREES THAT WE MAY SEND NOTICES AND OTHER COMMUNICATIONS, INCLUDING EMAILS, TO THE CURRENT ADDRESS SHOWN IN OUR RECORDS, WHETHER OR NOT THAT ADDRESS INCLUDES A DESIGNATION FOR DELIVERY TO THE ATTENTION OF ANY PARTICULAR INDIVIDUAL. YOU FURTHER AGREE THAT FINANCIAL INSTITUTION NAME AND/OR ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE OR LIABLE TO YOU IN ANY WAY IF INFORMATION IS INTERCEPTED BY AN UNAUTHORIZED PERSON, EITHER IN TRANSIT OR AT YOUR PLACE OF BUSINESS. IN ADDITION, YOU AGREE TO:

- REQUIRE ALL AUTHORIZED USERS TO KEEP PASSCODES SECURE AND STRICTLY CONFIDENTIAL;
- IMMEDIATELY NOTIFY US AND SELECT A NEW PASSCODE IF YOU OR YOUR AUTHORIZED USERS BELIEVE YOUR PASSCODES MAY HAVE BECOME KNOWN TO AN UNAUTHORIZED PERSON.

WE MAY DISABLE PASSCODES OF AUTHORIZED USERS EVEN WITHOUT RECEIVING SUCH NOTICE FROM YOU, IF WE SUSPECT PASSCODES ARE BEING USED IN AN UNAUTHORIZED OR FRAUDULENT MANNER.

BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR THE DEVELOPMENT AND IMPLEMENTATION OF ALL COMMERCIALY REASONABLE SECURITY PROCEDURES TO PROTECT THEIR COMPUTER SYSTEMS USED TO ACCESS THE INTERNET BANKING SERVICE. FIRSTBANK VIRGIN ISLANDS AND ITS SERVICE PROVIDERS SHALL HAVE NO OBLIGATION, LIABILITY OR CONTROL, EITHER DIRECTLY OR INDIRECTLY CONCERNING THE BUSINESS CUSTOMERS SELECTION OF SECURITY SYSTEMS OR DEVICES USED TO PROTECT ITS COMPUTER SYSTEM(S). FURTHERMORE, NEITHER THIS INSTITUTION NOR ITS SERVICE PROVIDERS SHALL HAVE CONTROL OVER BUSINESS CUSTOMERS DEVELOPMENT OR IMPLEMENTATION OF SAID SECURITY PROCEDURES OR THE FAILURE OF BUSINESS CUSTOMER TO MAINTAIN SAID PROCEDURES.

BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM ANY AUTHORIZED OR UNAUTHORIZED ACCESS TO THE INTERNET BANKING SERVICE USING A VALID ACCESS ID AND PASSCODE.

D. Commercially Reasonable Security Procedures

WHEN YOU ACCEPT THIS AGREEMENT AND USE THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE INCLUDES SECURITY MEASURES WHICH ARE COMMERCIALY REASONABLE.

YOU AGREE TO BE BOUND BY OUR SECURITY PROCEDURES AND INSTRUCTIONS, WHICH MAY BE PERIODICALLY UPDATED. YOU AGREE TO REVIEW AND IMPLEMENT ALL SECURITY PROCEDURES AVAILABLE IN CONNECTION WITH THE INTERNET BANKING SERVICE, INCLUDING PROCEDURES TO PROTECT THE CONFIDENTIALITY OF YOUR ACCESS ID AND PASSCODE AND THE SAME FOR YOUR AUTHORIZED USERS. YOU AGREE TO NOTIFY FIRSTBANK VIRGIN ISLANDS IN THE EVENT THAT YOUR USE OF THE INTERNET BANKING SERVICE WOULD NECESSITATE OR BE BETTER SERVED BY A LEVEL OF SECURITY THAT EXCEEDS THAT OFFERED BY THE INTERNET BANKING SERVICE. IF YOU FAIL TO NOTIFY FIRSTBANK VIRGIN ISLANDS, YOU ACKNOWLEDGE AND AGREE THAT THE SECURITY ASPECTS OF THE INTERNET BANKING SERVICE ARE APPROPRIATE FOR YOUR NEEDS AND WILL PROVIDE YOU WITH A COMMERCIALY REASONABLE DEGREE OF SECURITY AGAINST UNAUTHORIZED USE.

E. Errors and Questions

In case of errors or questions about your transactions, you should as soon as possible notify us through one of the following methods:

1. Telephone us at (340)-693-1799, Monday - Friday, 8 a.m. to 5p.m. Atlantic Standard Time during client service hours;
2. Contact us by using the secure messaging feature within the Internet Banking Service; or
3. For Bill Payments, write to us at FirstBank Virgin Islands, PO Box 309600, St. Thomas, Virgin Islands 00803-9600, ATTN: Client Support Service

F. Your Liability for Unauthorized Transfers

You must notify us of errors, discrepancies, or possible unauthorized transactions as soon as possible upon learning of the discrepancy. If you fail to notify us within sixty (60) days [Please Note: time-frame may be shorter. This is established by the UCC and applicable State law after you have received notice of an unauthorized or erroneous transaction, FirstBank Virgin Islands will not owe you any interest on the amount in question, even if we are otherwise liable to you in connection with the transaction.

FirstBank Virgin Islands and its Service Providers shall have no liability to you for any unauthorized transactions made using your Passcode that occurs before you have notified us of any possible unauthorized use and we have had a reasonable opportunity to act upon that notice.

If you fail to notify us of any discrepancy within one (1) year, you shall be precluded from asserting any such discrepancy against us.

G. Limitation of Institution Liability

FIRSTBANK VIRGIN ISLANDS AND ITS SERVICE PROVIDERS WILL BE DEEMED TO HAVE EXERCISED ALL DUE CARE AND TO HAVE ACTED REASONABLY IF WE ACT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND WILL BE LIABLE FOR LOSS SUSTAINED BY YOU ONLY TO THE EXTENT SUCH LOSS IS CAUSED BY OUR WILLFUL MISCONDUCT. FIRSTBANK VIRGIN ISLANDS AND ITS SERVICE PROVIDERS WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE:

- RELATED TO THE DISHONESTY OF THE BUSINESS CUSTOMER'S EMPLOYEES, OFFICERS, AGENTS, AUTHORIZED USERS;
- 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 FIRSTBANK VIRGIN ISLANDS AND THIRD PARTIES, OR ANY OTHER CONDITION OUTSIDE OF OUR CONTROL.

IF WE BECOME LIABLE TO YOU FOR INTEREST COMPENSATION UNDER THIS AGREEMENT OR APPLICABLE LAW, SUCH INTEREST SHALL BE CALCULATED BASED ON THE AVERAGE FEDERAL FUNDS RATE AT THE FEDERAL RESERVE BANK IN THE DISTRICT NEAREST TO FIRSTBANK VIRGIN ISLANDS FOR EACH DAY INTEREST IS DUE, COMPUTED ON THE BASIS OF A THREE HUNDRED SIXTY (360) DAY YEAR.

NO THIRD PARTY WILL HAVE RIGHTS OR CLAIMS AGAINST FIRSTBANK VIRGIN ISLANDS AND ITS INTERNET BANKING SERVICE PROVIDERS UNDER THIS AGREEMENT. THE TERMS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

H. Indemnification

Business Customer(s) and its Authorized Users will defend, indemnify and hold harmless FirstBank Virgin Islands and its Internet Banking Service Providers 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 FirstBank Virgin Islands through the Internet Banking Service, (ii) any breach of the provisions of this Agreement (iii) any request for stop payment; (iv) any dispute between you and any third party in connection with the use of the Internet Banking Service; and (v) any and all actions, suits, proceeding, 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.

26. Alterations and Amendments

This Agreement, applicable fees and service charges may be altered or amended from time-to-time. In such event, we will provide notice to you. Any use of the Internet Banking Service after we provide you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the more recent revisions and updates.

27. Service Termination, Cancellation, or Suspension

In the event you wish to cancel the Internet Banking Service, please contact our Internet Banking Department or send us a secure email through the Internet Banking Service.

Any transactions that have already been approved and processing has begun prior to the requested cancellation date will be completed by the Service. Scheduled or pending bill payments and transfers, including automatic payments, will not be processed once the Internet Banking Service is cancelled. You will remain responsible for any fees associated with the I Service prior to the effective cancellation date.

We may terminate or suspend the Internet Banking Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Access to our Service may be cancelled in whole or part without prior notice due to insufficient funds in one of your Eligible Account(s) or any other circumstances in our sole discretion.

If your account(s) is closed or restricted for any reason, or if there has not been any Internet Banking or bill payment activity for a period of three (3) consecutive months, accessibility will automatically terminate.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you must call our Internet Banking Department.

28. Exclusions of Warranties and Limitation of Damages

THE INTERNET BANKING SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", AS AVAILABLE WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE INTERNET BANKING SERVICE IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE INTERNET BANKING SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

WE ARE NOT RESPONSIBLE FOR AND YOU AGREE TO HOLD US HARMLESS FROM ANY DAMAGES, LOSSES, COSTS, ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF OR IN CONNECTION WITH ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE, OR YOUR FAILURE TO OBTAIN ADEQUATE ONLINE SECURITY HARDWARE AND SOFTWARE, NOR WILL WE BE RESPONSIBLE FOR ANY COMPUTER VIRUSES THAT AFFECTS YOUR COMPUTER OR SOFTWARE WHILE USING THE INTERNET BANKING SERVICE. IN ADDITION, WE WILL NOT BE RESPONSIBLE FOR ANY THIRD PARTY ACCESS OR ATTEMPTED ACCESS TO YOUR COMPUTER OR SOFTWARE WHILE USING THE INTERNET BANKING SERVICE OR OUR WEBSITE.

WE ARE NOT RESPONSIBLE AND YOU AGREE TO HOLD US HARMLESS FOR SECURITY BREACHES CAUSED BY OR ARISING FROM A BREACH OF YOUR COMPUTER SYSTEM, INTERNET PROVIDER OR YOUR MOBILE DEVICE CARRIER

THE FOREGOING SHALL CONSTITUTE FIRSTBANK VIRGIN ISLANDS AND ITS INTERNET BANKING SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL FIRSTBANK VIRGIN ISLANDS OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR ATTORNEYS FEES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR YOUR USE OF THE INTERNET BANKING SERVICE.

29. No Unlawful or Prohibited Use

As a condition of using the Internet Banking Service, you represent and warrant to us that you will not use the Internet Banking Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation.

You further warrant and represent that you will not use the Internet Banking Service in any manner that could damage, disable, overburden, or impair the service or interfere with any other party's use and enjoyment of the service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

30. Assignment

You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

31. No Waiver

FirstBank Virgin islands and its Internet Banking Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

32. Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

33. Disputes

In the event of a dispute regarding the Internet Banking Service, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what the employees of this financial institution and/or its Service Providers say and the terms of this Agreement, the terms of this Agreement will prevail.

34. Waiver of Trial by Jury

The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation brought based upon this Agreement, or arising out of, under, or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements or actions of the parties. This provision is a material inducement for the parties entering this Agreement.

35. Ownership of Material

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by FirstBank Virgin Islands and/or is Internet Banking Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Internet Banking Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

36. Governing Law and Relation to Other Agreements

Accounts and services provided by this Financial Institution may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Eligible Account(s) and provided to you separately.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the Territory of the United States Virgin Islands, without regard to its conflicts of laws provisions.

37. Mobile Banking and SMS/Text Message Banking Service

This section establishes the terms and conditions that govern the use of FirstBank Virgin Islands' Mobile and SMS/Text Message Banking Services (SMS), (hereinafter the "Services"). By continuing and completing with the enrollment process, you (User of Services) agree to comply with the Terms and Conditions of all other agreements subscribed by you and all applicable disclosure documents issued by FirstBank, related to the accounts that you may access through the use of any of FirstBank's Online Banking Agreement and with this section regarding Mobile Banking and SMS Text Banking Service which are made part of this agreement. You hereby agree to maintain and use the Services included in this section conforming to the terms and conditions set forth in this Agreement as well as those that govern each one of your accounts.

Eligible Enrollees

You have agreed to accept the Mobile Banking and SMS/Text Message Banking Services in accordance with these Terms and Conditions. The Services are only available to Internet Banking customers. The terms and conditions of your Internet Banking and Bill Payment Agreement will continue to be applicable to those Services on Internet Banking and Bill Payment that you receive through the Services. By accepting and using the Services, you agree to comply with your Internet Banking Agreement as well as these Mobile Terms and Conditions.

In order to use the SMS Service, you shall use only a mobile phone registered in your name with your Mobile Phone Service Provider and it should have the same address as provided to the Bank and the number of which has been informed to the Bank to access the SMS Service.

Notification of Changes

It is your sole responsibility to provide us with your correct contact information including telephone number and a valid email address. Failure to provide accurate information may result in delayed access the FirstBank's Online and Mobile banking service. FirstBank is not liable for delays caused by your use of Online Banking Agreement or Mobile and SMS services if, in any case, the contact information provided by you is not accurate or up to date.

You will be responsible for any change in your mobile phone number or the loss/ theft or disconnection of your mobile phone or email address or account details. The Bank will not be liable for sending messages or other information over your mobile phone number/email address /fax number recorded with the Bank if such information was not provided accurately.

In the event that your e-mail address or other contact information is changed, you must notify us of such changes immediately through one of the methods established in the Internet Banking Bill Payment Agreement.

If you fail to update or change an incorrect email address or other contact information, you understand and agree that any communication shall nevertheless be deemed as having been provided to you if they were made available to you in electronic form in the Online Banking Services or e-mailed to the last e-mail address we have for you in our records.

SMS/Text Messages

SMS Alerts is an automated information service that allows you to gain access to selected transaction and balance information about your FirstBank checking or savings account(s) using Short Message Service (SMS) sent to your mobile phone.

Enrollment and Cancellation

In order to use the Mobile and SMS Services, you shall use only a mobile phone registered in your name with your mobile phone service provider and should have the same address as provided to the Bank and the number of which has been informed to the bank to access the SMS Service.

In order to receive SMS alerts you shall be required to register your mobile phone number through the FirstBank Virgin Islands Mobile Banking Services, using your Online Banking user name and password. You will need to enroll your Online Banking account with FirstBank in order for you to use this Service. Once you provide the required information, you will need to activate the SMS Service on your device. Activation will be completed when you enter a specific "activation code" that will be provided to you via text message from SHORT CODE (96865). Acceptance of any applications made shall be subject to the verification of all the information you provided as decided by FirstBank.

To Stop Receiving SMS messages

To stop receiving text messages, text STOP to SHORT CODE (96865). By enrolling in this service, you consent that following such a request to unsubscribe, you will receive one (1) final message from FirstBank confirming that you have been inactivated in our system. Following such confirmation message, no additional text messages will be sent unless you re-activate your subscription.

Hardware and Software Requirements

Prior to accepting the electronic delivery of disclosures, you should verify that you have the required hardware and software necessary to access the system and retrieve documents and disclosures in an electronic format. The minimum system requirements that you will need include:

- **Online Banking**
 - A computer and Internet browser that supports SSL certificates.
 - A modem or Internet access through your service provider.
 - Compatible "browser" to view your Online Banking Services through the Internet. Compatible browsers include Microsoft Internet Explorer™, version 7.0 or higher and Mozilla Firefox 3.0 or higher for Microsoft Windows 2000, XP or Vista, or Safari version 3.1 or higher for MAC OS X or higher.

- **Mobile Banking**
 - You must have Internet access through your mobile service provider.
 - A mobile device with internet browser, including iPhone, Android and BlackBerry. Windows Mobile or other phones with internet access will be able to access Text Version only.
 - Telecommunications access device, like residential, business or mobile phone.
 - A device with tone or VoIP (Voice over IP) capacity.

The Bank disclaims all responsibility for the compatibility of your equipment and/or costs or expenses associated with the installation, use and maintenance of the equipment, telephone lines, and/or your Internet access provider or wireless carrier. As such, it is your responsibility to maintain equipment that is compatible with the FirstBank's Online Banking Agreement and this section's specifications. You shall also be responsible for all costs and expenses related to the installation, use and maintenance of your equipment, of telephone lines and associated with your Internet access provider and/or wireless carrier.

On Demand Information for SMS Service

You can choose to receive an SMS message for certain information on demand by you, at any time, by sending the relevant code from your mobile phone to SHORT CODE (96865). For example, you shall use limited keywords or commands for various information requests provided for by the Bank.

The SMS Service includes providing you with the requested information using the following keywords or commands include: **(1)** Balance (B or BAL); **(2)** History (H or HIST); **(3)** Command (C or CMD); **(4)** Help (HE or HELP); **(5)** Login (L or LOGIN); **(6)** Recover (R or RECOVER); **(7)** Stop (S or STOP). In response to these commands, you accept that each message may contain certain Account information relating to the owner of the Account. You authorize the Bank to send Account related information such as: **(1)** a summary of available account balances such as: checking account balances, savings account balances, and available balances concerning lines of credit; **(2)** a summary of recent transactions per account; and **(3)** help content for SMS Service.

FirstBank will advise you on our website of the available information on demand from time to time and how to request information.

The Bank may, in its discretion, not give effect to any Commands sent by your registered mobile device if the Bank has any reason to believe that the Commands are not genuine or otherwise improper or unclear or raise a doubt for any reasons whatsoever. You acknowledge that to receive SMS alerts through the Service, your mobile phone number must be active and accessible. You acknowledge that if your mobile phone number remains inaccessible for a continuous period (such period dependent upon service providers) from the time an SMS message is sent by FirstBank, that particular message may not be received by you. FirstBank shall not be responsible for any such inaccessibility due to the above said reason or due to any force major circumstances.

You acknowledge that the Services provided is dependent on the infrastructure, connectivity and services provided by service providers engaged by FirstBank. You accept that timeliness, accuracy and readability of messages sent by FirstBank will depend on factors affecting other service providers engaged by FirstBank. FirstBank shall not be liable for non-delivery or delayed delivery of messages, error, loss or distortion in transmission of messages.

FirstBank shall endeavor to provide the Services on a best effort basis and you shall not hold the Bank liable for non-availability of the Services or non-performance by the Service providers, if any, engaged by the Bank or any loss or damage caused to you as a result of use of the Services (including relying on the Alerts for your commercial, investment or business purposes) for causes which are not attributable to the Bank.

- **Costs / Sender of SMS Texts**

The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from FirstBank. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including for short message service in case it is imposed by FirstBank. By providing your consent to participate in this service, you approve any such charges from their mobile carrier. Charges for text messages may appear on your mobile phone bill or be deducted from your prepaid balance. The financial information provided through mobile and SMS services is provided by FirstBank and not by any other third party.

- **Authorization / Accuracy of Information**

You hereby authorize the Bank to access all your Accounts for conducting the Services established in the Online Banking Agreement and this section.

FirstBank shall not be responsible for any incidental error that occurs in spite of conducting the necessary steps to ensure the accuracy of the information provided to the you; and you shall not have any claim against the Bank in an event of any loss/damage suffered by the user as a consequence of the inaccurate information provided by the Bank.

- **Software Licensor Rights**

Access to FirstBank's Internet Banking services via your mobile device is powered by the mobile technology solution owned by mFoundry, Inc (the "Licensor"). The Licensor is not

the provider of any of the financial services available to you through the Software, and the Licensor is not responsible for any of the materials, information, products or services made available to you through the Software.

You acknowledge and agree that the Licensor is the owner of all right, title and interest in and to the mobile technology solution made available to you hereunder, including but not limited to any downloaded software and the computer programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist (all of which is collectively referred to herein as the "Software"). You may not use the Software unless you have first accepted the Mobile Terms and Conditions.

- **License**

Subject to the terms and conditions of this Agreement, you are hereby granted a personal, nonexclusive, nontransferable license to use the Software (in machine readable object code form only) in accordance with the terms of this Agreement and for the sole purpose of enabling you to use and enjoy the Services provided by FirstBank made available via the Software. This is not a sale of the Software. All rights not expressly granted to you by this Agreement are hereby reserved by the Licensor according its agreement with FirstBank. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This license may be terminated at any time, for any reason or no reason, by you, the Licensor or FirstBank within its relationship with the Licensor. Upon termination, you agree to immediately destroy all copies of any Software which had been downloaded to your mobile device or otherwise in your possession or control.

- **Restrictions**

You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright of the Licensor or FirstBank.

- **Updates**

The terms of this Agreement will govern any updates that replace and/or supplement the original Software, unless such update is accompanied by a separate license in which case the terms of that license will govern.

Any alterations made to these Terms and Conditions or the Internet Banking Agreement will require that you accept the amended Terms and Conditions before using Internet Banking and all of its Services.

- **Consent to Use of Data**

You agree that the Licensor may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Software. The Licensor may use this information, as long as it is in a form that does not

personally identify you or may constitute any information regarding your financial relationship with FirstBank or any information prohibited by law to be shared, to improve its products or to provide services or technologies.

- **Export Restrictions**

You may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

- **U.S. Government Restricted Rights**

The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

Disclaimer of Warranty

The software is provided on an 'as is' and 'as available' basis without warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. No warranty is provided that the software will be free from defects or viruses or that operation of the software will be uninterrupted. Your use of the software and any material or services obtained or accessed via the software is at your own discretion and risk, and you are solely responsible for any damage resulting from their use. Some jurisdictions do not allow the exclusion of certain warranties, so some of the above limitations may not apply to you.

Limitation of Liability

To the maximum extent permitted by applicable law, in no event will FirstBank, its subsidiaries and affiliates, mfoundry or its affiliates or licensors be liable for any damages arising out of the use or inability to use the software, including but not limited to any general, special, incidental or consequential damages, even if advised of the possibility thereof, and regardless of the legal or equitable theory (contract, tort or otherwise) upon which any claim is based. In any case, the licensor's liability arising out of the use or inability to use the software shall not exceed in the aggregate the sum of the fees paid by you for this license. Some jurisdictions do not allow the limitation or exclusion of liability for certain types of damages, so some of the above limitations may not apply to you.

Miscellaneous

This Agreement constitutes the entire agreement between you and the Licensor concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the United States Virgin Islands and the governing laws of the British Virgin Islands, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject

to the exclusive jurisdiction of the courts of the United States Virgin Islands and the governing laws of the British Virgin Islands. You expressly consent to jurisdiction and venue thereof and therein. This Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

Proceed with Enrollment for the Internet Banking Service.

By clicking on the "I agree" button below you represent that you are the owner of an Eligible Account to be enrolled in the Internet Banking Service and/or have been authorized by the owner to enroll for the Internet Banking Service. Clicking on the "I Agree" button also indicates your acceptance of the terms and conditions of this Agreement in this electronic format.

(If you do not agree, choose cancel below.)

If you click "cancel" you can still enroll at a later time by completing an application in one of our offices. You will still be asked to accept the terms and conditions of this Agreement.