

First Bank & Trust Co. Electronic Services Agreement

The Electronic Services Agreement (“Agreement”) states the terms and conditions that apply when you use First Bank & Trust Co. (“FB&T”) Electronic Services, which include online banking, mobile banking, eStatements & eNotices, text banking, mobile deposits and/or other services that FB&T or its affiliates (“FB&T”, “us”, or “we”) may provide to you (“you” or “User”). The terms and conditions in this Agreement are in addition to, and do not supersede or replace, any other agreements applicable to any of your accounts with us. Strict adherence to all of FB&T instructions and procedures applicable to the services covered by this agreement is required. “You” and “your” mean each person who accesses their account via an electronic service with us or who uses or is authorized to use a FB&T user name and password or other means of access we establish or approve. The term “FB&T Electronic Services” are the FB&T services that allow you to make payments, transfer funds, access accounts, obtain information and perform other transactions via a personal computer and modem, mobile device, telephone and/or other means FB&T authorizes or allows.

1. Definitions

The words "we," "us," and "our" mean FB&T and the words "you" and "your" mean you, the individual(s) or entity identified on the account as the owner or authorized signer as the account holder on the Account(s). As used in this Disclosure, "Account" means the account you have with us. "Communication" means any periodic statement, customer agreements or amendments thereto, authorization, monthly billing, agreement, disclosures, notices, privacy policies, and all other information related to your Account, including but not limited to information that we are required by law to provide to you in writing. “Service(s)” mean any electronic banking service.

2. Acceptance of these Terms

Your use of the Services constitutes your acceptance of this Agreement. The Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website(s) by providing a link to the revised Agreement or by an online secure message. Your continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, FB&T reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

3. Hardware and Software

In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by FB&T from time to time. FB&T is not responsible for any third party software you may need to use the Services. Any such software is accepted by you and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at the time of download and installation.

4. Username and Password

To access FB&T Online & Mobile Banking, you must first establish a user name and/or other means of access FB&T provides for you together with a password. We ask that you do not share your user name and password with anyone else. If you do give your user name and password to someone else, you are responsible for all activity conducted by that person. This includes but is not limited to transfers, bill payments, inquiries, etc. FB&T Business Online Banking allows businesses to appoint an Administrator for their FB&T Business Online Banking account. The Administrator has full access to the accounts requested by the business through FB&T Business Online Banking. The Administrator is

authorized to establish additional online banking users and assign user authority according to the individual business' policies.

5. Online Authorizations

You must be an owner or authorized signer on an account to access it through your FB&T Online Banking. Accounts that require more than one signature for withdrawals will not be authorized to process transfers from the account within online banking.

6. Online Transactions

You may perform the following transactions:

- a) Make transfers between your qualifying accounts to the extent authorized;
- b) Obtain information that we make available about your qualifying accounts;
- c) Obtain other services or perform other transactions that FB&T authorizes;
- d) Create a payment to any business or person through the Online BillPay portion of FB&T Online Banking; and
- e) FB&T Business Online Banking ID and Password can allow access to ACH and Wires.

7. Limits on Transactions

You must have enough available funds in any account from which you instruct us to make a payment or transfer. You also agree to the "Terms & Conditions of Your Deposit Account" that you received when you opened your deposit account. You may request another copy of the "Terms and Conditions of Your Deposit Account" at any time. FB&T Business Online Banking customers will also have limits on the total daily amount allowed to be processed through Wires and ACH on a daily basis according to the Wire Services Agreement and/or ODFI- Originator Agreement on file with FB&T.

8. Limitations of Service

When using FB&T Electronic Service(s), you may experience technical or other difficulties that are outside the control of FB&T or there may be times when a FB&T Electronic Service(s) is not available. We will attempt to post alerts on our website or otherwise notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

If FB&T does not complete a payment, ACH transaction, wire or transfer on time or in the correct amount according to our agreement with you, FB&T may be liable for your losses or damages. However, there are exceptions. FB&T will not be liable for the following:

- a) If, through no fault of FB&T, you do not have enough available money in the account from which a payment, ACH transaction, wire or transfer is to be made, or if the account has been closed or is not in good standing, or if FB&T reverses a payment or transfer because of insufficient funds;
- b) If any payment or transfer would go over the credit limit of any account;
- c) If your equipment or FB&T's was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction;

- d) If you have not given us complete, correct or current account numbers or other identifying information so that we can properly credit/debit your account or otherwise complete the transaction;
- e) If you do not properly follow FB&T's instructions or if you provide FB&T with wrong or inaccurate information or fail to correct or tell FB&T about any inaccuracy of which you are aware;
- f) If you do not instruct FB&T soon enough for your payment, ACH transaction, wire or transfer to be received and credited by the time it's due;
- g) If the money in the account from which a payment or transfer is to be made is subject to legal process or other claim that would restrict the transaction;
- h) If circumstances or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable precautions that FB&T has taken;
- i) If the amount to be processed through FB&T Business Online Banking's ACH or wire service is in excess of the daily limit agreed to in the Wire Services Agreement or the ODFI Originator Agreement.

9. Business Days & Cut Off Times

FB&T Online Banking service is generally available 24 hours a day, 7 days a week. However, FB&T will only process transactions and update information on business days. FB&T's normal business days are Monday through Friday (Federal Holidays are not included). Transfers made after 6:00 p.m. Monday through Friday will normally be processed on the next business day.

Bill payments made through this service are processed in one of two ways:

- Electronic Transmission - Payments made electronically are processed the same business day if the request is made before 2:00 PM CST (excluding holidays and weekends) and require a lead time of five (5) business days.
- Paper Check - Payments made by check are processed the same business day if the request is made before 2:00 PM CST (excluding holidays and weekends) and require a lead-time of ten (10) business days.

FB&T will process incoming ACH transactions several times each day in order to meet Same Day and Next Day processing cut off times. FB&T Business Online Banking customers have the capability of transmitting the file one (1) business day prior to the effective date. However, when transmitting the file one (1) business day prior to the effective date, FB&T cannot guarantee the availability of funds on the effective date at the receiving institution. ACH's and Wires must be initiated by 4:00 p.m.

10. Customer Liability

You, as a customer, agree to the terms of the Electronic Services Agreement and any service charges that may be imposed. You authorize the deduction of these charges directly from the account balance. You are liable for all transactions that you make or authorize. If you have given someone your FB&T Online Banking user name and password or other means of access and want to terminate that person's authority, you must change your user name and password or other means of access or take additional steps to prevent further access by such person. FB&T reviews all new Business Online Banking users and confirms their authenticity before allowing online access to the new user.

11. Loss or Theft of Customer Credentials

If you believe your FB&T Online Banking user name or password, mobile device, other approved access device, or other means of access have been lost or stolen, or that someone has used them without your authorization, please contact FB&T immediately. Contact FB&T during normal business hours at 877-976-BANK (2265). For support after business hours, please email us at www.info@fb247.com. FB&T Business Online Banking users should contact the Administrator to have their FB&T Business Online Banking username and password reset. The Administrator may contact FB&T for additional help with lost username, password, or locked account.

12. Mobile & Text Banking Services and Alerts

Enrollment in FB&T Online Banking includes access to products and services through most mobile devices. The FB&T mobile application is available for iOS or Android devices. FB&T does not guarantee that your device or mobile phone service provider will be compatible with the FB&T Mobile Banking. We reserve the right to modify the scope of FB&T Mobile Banking Services at any time. You agree to provide a valid phone number, e-mail address, or other delivery location so that we may send you certain information about your applicable account or otherwise related to FB&T Mobile Banking Services. Furthermore, you agree that FB&T may send you information relative to FB&T Mobile Banking Services through your communication service provider. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.

FB&T will not be liable to you for any losses caused by your failure to properly use FB&T Mobile Banking or your Wireless Device. You agree that when you use FB&T Mobile Banking you will remain subject to the terms and conditions of all your existing agreements with FB&T. You also agree that you will be subject to the terms and conditions of all your existing agreements with your mobile service carrier or provider (i.g. AT&T, Verizon, Sprint, T-Mobile, etc). We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store. You understand that those agreements may provide for fees, limitations, and restrictions which might impact your use of FB&T Mobile Banking. For example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with FB&T Mobile Banking, including while downloading the FB&T mobile app, sending or receiving text messages, or other use of your Wireless Device. You agree to be solely responsible for all such fees, limitations, and restrictions. If you use any location-based features of FB&T Mobile Banking you agree that your geographic location and other personal information may be accessed and disclosed through FB&T Mobile Banking. If you wish to revoke access to such information you must cease using location-based features.

FB&T Mobile Banking is provided for your convenience and does not replace your monthly account statement(s), which is the official record of your account(s). You understand and agree these services may not be encrypted and may include personal or confidential information about you, such as, your account activity or status. Delivery and receipt of information, including instructions for payment, transfer, and other transactions, through FB&T Mobile Banking may be delayed or impacted by

factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling, or inaccurate content in information and instructions sent through the FB&T Mobile Banking. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

13. Security

Computers, laptops, tablets, mobile phones and other devices with Internet capabilities are susceptible to viruses. You are responsible to ensure that your device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components which could result in damage to programs, files, and/or your phone or could result in information being intercepted by a third party. FB&T will not be responsible or liable for any indirect, incidental, special or consequential damages which may result from such viruses. You agree to take every precaution to ensure the safety, security, and integrity of your account and transactions when using FB&T Electronic Services. You agree not to leave your computer, laptop, tablet, or mobile device unattended while logged into any FB&T Electronic Service and to log off immediately at the completion of each access by you. You agree not to provide any of your access information to any unauthorized person. If you permit other persons to use your mobile device, login information or any other means to access any FB&T Electronic Service, you will be held responsible for all transactions they authorize and we will not be liable for any damages resulting to you. We make no representations that FB&T Electronic Services will be available for use in locations outside of the United States. Accessing any FB&T Electronic Service from locations outside of the United States is at your own risk.

14. Mobile Deposit

The mobile deposit service is designed to allow you to make deposits to your accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to FB&T.

- a. ***Checks Eligible for Mobile Deposit.*** You agree to submit for deposit only “checks” as that term is defined in Federal Reserve Regulation CC (“Reg. CC”). When the image of the check transmitted to FB&T is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code. Items that can be deposited are checks payable to the account owner or joint owners that have been properly endorsed with “**For FB&T Mobile Deposit Only**” AND the owner’s signature. **NOTE: Any check that you attempt to deposit using your Mobile Device is subject to verification by FB&T. We may reject any item for deposit for any reason and will not be liable to you. In such a case, you will need to deposit the item using other means, such as visiting a FB&T Banking Center.**
- b. ***Ineligible Items.*** You agree that you will not submit for deposit any of the following types of checks or other items:
 - Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
 - Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.

- Checks payable jointly, unless deposited into an account in the name of all payees.
 - Checks previously converted to a substitute check, as defined in Reg. CC.
 - Checks drawn on a financial institution located outside the United States.
 - Checks not payable in United States currency.
 - Checks dated more than six (6) months prior to the date of deposit.
 - Checks or items prohibited by FB&T's current procedures relating to the Services or which are otherwise not acceptable under the terms of your FB&T account.
 - Checks payable on sight or payable through Drafts, as defined in Reg. CC.
 - Checks with any endorsement on the back other than that specified in this Agreement.
 - Checks that have previously been submitted through the service or through a remote deposit capture service offered at any other financial institution.
 - Checks that have been previously returned or re-deposited items.
 - Bonds, money orders or rebate checks.
- c. ***Endorsements and Procedures*** You agree to restrictively endorse any item transmitted through the Service as "For FB&T Mobile deposit only" AND your signature, or as otherwise instructed by FB&T. You agree to follow any and all other procedures and instructions for use of the Services as FB&T may establish from time to time.
- d. ***Receipt of Items*** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive confirmation from FB&T that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time; any item that we subsequently determine is not an eligible item. You agree the Bank is not liable for any loss, costs, or fees you may incur as a result of our charge back of an ineligible item.
- e. ***Availability of Funds*** In general, any item transmitted, received and accepted before 6:00 PM CST on a business day will be deposited that day. Otherwise, we will consider that the deposit was made on the next business day we are open. A business day is Monday through Friday, excluding Federal holidays and as otherwise posted in our banking centers and on our website. Funds deposited using the Service will generally be made available by the second business day after the day of deposit. We reserve the right to place a hold on funds deposited as described in the "Funds Availability Policy Disclosure" provided when you opened your account with FB&T.
- f. ***Disposal of Transmitted Items*** Upon receipt of confirmation from FB&T that we have successfully received your deposit, you should store the check in a secure location for 60 days. After 60 days and after you have confirmed the deposited funds have been applied to your account correctly, you agree to destroy the check by shredding it or marking it "VOID." Destroying the check prevents it from being presented for deposit another time. You will be liable for checks that are presented more than once. During the time the retained check is available, you agree to promptly provide it to FB&T upon request.

- g. ***Deposit Limits*** We may establish limits on the dollar amount and/or number of items or deposits. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.
- h. ***Presentment*** The manner in which the items are cleared, presented for payment, and collected shall be in FB&T's sole discretion subject to the agreements governing your account.
- i. ***Errors in Transmission*** By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. FB&T bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.
- j. ***Image Quality*** The image of an item transmitted to FB&T using the Services must be legible, as determined in the sole discretion of FB&T. Without limiting the foregoing, the image quality of items must comply with the requirements established by FB&T, AMSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse, or association.
- k. ***User Warranties and Indemnification*** You warrant to FB&T that you:
- Will only transmit eligible items.
 - Will not transmit duplicate items.
 - Will not re-deposit or re-present the original item.
 - Provide accurate and true information to FB&T.
 - Will comply with this Agreement and all applicable rules, laws and regulations.
 - Are not aware of any factor which may impair the collectability of the item.
 - Agree to indemnify and hold harmless FB&T from any loss for breach of this warranty provision.

15. External Transfers

You may enroll for the Bank to Bank (B2B) Transfer service. This allows you to transfer funds between your linked personal deposit accounts at FB&T and certain deposit accounts at other financial institutions. An inbound transfer moves funds into an account at FB&T. An outbound transfer moves funds from an account at FB&T to an account outside of FB&T. Enroll each of your external accounts that you wish to use for this service. You agree that you will only attempt to enroll external accounts for which you have the authority to transfer funds. All accounts requested to be used as part of this Service is verified in accordance with FB&T procedures. The verification process must be complete before you use the Service.

Funds requested to be transferred are debited/credited to your FB&T account at least by the business day following the day you initiate the transfer, provided you have met the cutoff time for submitting B2B transfers. In the case of future dated or recurring transfer, these time limits are the business day following the scheduled date of the transfer. The cutoff time for initiating transfers is 3:30 PM CST. Funds requested to be transferred are debited/credited to the external account according to the receiving financial institution's availability and transaction processing schedule.

Request for immediate transfer of funds cannot be cancelled. Future dated and recurring transfers can be cancelled by 6:00 PM CST the day prior to the scheduled transfer date. If the transfer status is ***In Process, Pending or Processed***, you cannot cancel the transfer.

Transfers are subject to daily dollar limits and number of transfer limits. We may change your dollar limits and transfer limits at any time.

16. **Communications Provided in Electronic Format**

- a. ***Scope of Communications to Be Provided in Electronic Format*** When you select "Accept" with respect to an Account, you agree that we may provide you with any Communications relating to that Account in electronic format, and that we will discontinue sending paper Communications to you, unless you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:
 - Monthly periodic bank statements
 - Initial disclosures or agreements for your Account or associated payment features
 - Periodic disclosures or monthly billing statements for your Account
 - Notices or disclosures about a change in the terms of your Account or associated payment feature
 - Privacy policies and notices
 - All legal and regulatory disclosures and communications associated with your account
- b. ***Method of Providing Communications to You in Electronic Form*** All communications that we provide to you in electronic form will be provided in one of the following formats:
 - Via e-mail at the e-mail address you specified on your eStatement/eNotice Enrollment
 - Via access to a web site that we will designate in an e-mail notice we send to you at the time the information is available
 - To the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose
- c. ***How to Withdraw Consent*** You may withdraw your consent to receive Communications in electronic form for any of your accounts by:
 - Logging onto FB&T Online Banking via www.fb247.com and unenrolling from eStatements/ eNotices
 - Contacting us at 877-976-BANK(2265)
 - Informing us in person at any of our Banking Centers
 - Sending us a letter mailed to:
First Bank & Trust Co.
PO Box 580
Duncan OK 73534

Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal. At our option, we may

treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic Communications.

- d. ***Hardware and Software Requirements*** In order to access, view, and retain electronic Communications that we make available to you, you must have:

- A device with Internet connectivity
- Available hard disk space of at least 10 Megabytes
- A computer pointing device such as a mouse, trackball or touchpad
- A current version of a graphical user interface operating system, such as Windows or Apple's Mac OS
- Adobe Acrobat Reader DC
- A 256-bit encryption SSL (Secure Socket Layer) compatible browser
- A JavaScript enable browser
- A computer monitor capable of displaying Internet Web pages and graphics
- A printer if you wish to retain E-Documents in printed form

- e. ***Requesting Paper Copies*** We will not send you a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of any Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such a request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, call us at 877-976-BANK(2265) or contact us in writing at:

First Bank & Trust Co.

PO Box 580

Duncan OK 73534

We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

- f. ***Authorization*** When you enroll in eStatements, you have the option to choose specific accounts to receive electronic communication. We will discontinue mailing printed deposit account statements on all enrolled accounts where you are identified as owner or account holder to your address of record. Future statements will be available on a secured website which you may access to obtain, review, print, and copy/download your periodic statements. Each month we will send an e-mail notice to the e-mail address associated with your account advising you of the availability of your eStatements. If your account is joint with another person, one of you may consent to receive disclosures electronically and that person's election to receive electronic communication shall apply to both of you. We will send the notice regarding the availability of your electronic communication to the e-mail address of the customer who has enrolled in electronic communication.
- g. ***Communications in Writing*** All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Disclosure and any other Communication that is important to you.
- h. ***Agreement Controls/ Federal Law*** You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the Federal Electronic Signatures in Global and National

Commerce Act, (also referred to as E-Sign Act) and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

17.Errors

Upon receipt of any periodic statement you must promptly access/review your Statement and any accompanying items and notify us in writing within the applicable time period specified in your deposit account agreement of any error, unauthorized Transaction, or other irregularity. If you allow someone else to access your statement, you are still fully responsible to review the statement for any errors, unauthorized transactions, or other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) begin on the Statement date regardless of when you receive and/or open the Statement. You may contact us at 877-976-BANK(2265), email info@fb247.com or by visiting any FB&T Banking Center.

18.How to Update Your Records

It is your responsibility to provide us with true, accurate, and complete e-mail address, contact, and other information related to this Disclosure and your Account(s), and to maintain and update promptly any changes in this information. You can update information through FB&T Online Banking or by contacting us at 877-976-BANK(2265).

19.Cooperation with Investigations

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

20.Enforceability

We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

21.Ownership and License

You agree that FB&T retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of the Agreement immediately terminates your right to use the Services. Without limiting the restrictions of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to FB&T's business interests, or (iii) to FB&T's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute, or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

22.Disclaimer of Warranties

You agree that your use of the services and all information and content (including that of third parties) is at your risk and is provided on an "as is" and "as available" basis. We disclaim all warranties of any

kind as to the use of the services, whether expressed or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and noninfringement. We make no warranty that the services (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error free, (iii) the results that may be obtained from the service will be accurate or reliable, and (iv) any errors in the services or technology will be corrected.

23. Limitation of Liability

You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to damages for loss of profits, goodwill, use, data or other losses resulting from the use or the inability to use the services incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of this service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if FB&T has been informed of the possibility thereof.

24. Amendments and Fees

FB&T may amend this Agreement at any time by sending written notice either by mail or by providing you with that notice electronically. You may choose to accept or decline the change. By continuing to use FB&T Electronic Services after the effective date stated in the notice, you are deemed to accept any and all changes, and agree to be bound by the provisions within the notice.

25. Termination

To cancel one or all of your FB&T Electronic Services, please visit a banking center or call 877-976-BANK(2265). We may terminate and/or change this Agreement and/or individual FB&T Electronic Services at any time and for any reason at our sole discretion. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, the Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purpose or you use the Services in a manner inconsistent with the terms of your FB&T Account or any other agreement with us. We will provide you with notice of any such termination or change as required by law.