

Tuition Online Banking Agreement and Disclosure

I. TUITION ONLINE BANKING

Please read carefully the Tuition Online Banking Agreement for First Bank and Trust's ("FBT") Tuition Online Banking system. The agreement includes disclaimers of liability and other matters of interest to you. By pressing the "I Accept" button, you agree to the terms and conditions of the Tuition Online Banking Agreement which includes consent to future amendments of the Agreement. By pressing "I Decline", you will be returned to the First Bank and Trust website Home Page. If you wish to have a hardcopy of this agreement, print a copy now by clicking on the print icon on your web browser or call First Bank and Trust's Customer Support Line at (504) 584-5967.

A. Tuition Online Banking

This Tuition Online Banking Agreement and Disclosure (the "Agreement") is between First Bank and Trust and each consumer who has applied for, been approved for, and enrolled in our Tuition Online Banking service, or any person authorized by the consumer to use the consumer's Tuition Online Banking service, and sets forth the terms governing the provisions of Internet banking services to you. By completing and signing the First Bank and Trust Tuition Online Banking Application form, or by completing and submitting the First Bank and Trust Tuition Online Banking Online Application form via the Internet, you have agreed to be bound by the terms and conditions of this Agreement, as it may be amended from time to time. This Agreement describes your and our rights, responsibilities and obligations with respect to Tuition Online Banking services, and supplements any other agreements between us, including the electronic funds transfer agreements and disclosures that you received previously when opening your First Bank and Trust Tuition Loan account and/or contracting for other types of electronic funds transfer access for those accounts.

When you use the Tuition Online Banking Services or you permit any other person to use the Tuition Online Banking Services, you agree to the terms and conditions we have set out in this Agreement and any instructional material that we provide regarding the Tuition Online Banking service. If there is a conflict between the terms and conditions of this Agreement and those contained in other agreements between us, this Agreement will supersede.

In this Agreement, the words "you" and "your" mean those who submit a First Bank and Trust Tuition Online Banking Online Application via the Internet, or sign as applicants on our Tuition Online Banking Application form and any person authorized by an applicant to use the applicant's Tuition Online Banking Service. The words, "we", "us" "our", and "Bank" mean First Bank and Trust and any agent, independent contractor, designee, or assignee that we may, in our sole discretion, involve in the provision of online services. The word "Site" means the First Bank and Trust web site, URL address <http://www.fbtonline.com> and/or the First Bank and Trust Tuition portal website, URL address

<http://tuitionportal.fbtonline.com>. "Tuition Online Banking Services" means the information, communications and transactions provided to you by us through the Site, as more fully described below. The terms "designated account(s)" and "account(s)" mean your accounts with us that you designate on your application form for Tuition Online Banking access.

1. Eligibility

In order to be able to access our Tuition Online Banking Service, you must have at least one personal account with us. You will assign yourself a Tuition Online Banking Access ID and be provided with instructions to activate your ("Password"), which you must use to access Tuition Online Banking. We may require you to change your Password from time to time for security purposes.

You should keep your Password in a secure location. Any person having access to your Tuition Online Banking Access ID and Password will be able to access Tuition Online Banking and perform all transactions, including reviewing your account information and making payments with us.

This service agreement is for personal accounts only.

2. Access

Tuition Online Banking is generally accessible 24 hours a day, seven days a week, except for reasonable periods from time to time for system maintenance. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts.

We may modify, suspend or terminate access to Online Banking services at any time and for any reason without prior notice, unless such notice is required by law.

3. Risk of Use and Disclaimer of Liability

To use Tuition Online Banking, you need a computer with the ability to connect to the Internet and a web browser (such as Microsoft Internet Explorer or an equivalent). You are responsible for the set up and maintenance of your personal computer, peripheral hardware and software.

4. Equipment and Software Requirements

Although the Bank attempts to provide accurate, up to date information on its Site, the information and material contained in the Site, including text, graphics, pictures, logos, icons and other materials (the "Contents"), are provided on an "as is," "as available" basis, and the Bank disclaims liability for any errors or omissions in the Contents. Your use and browsing of the Site and its contents and your use of the services is at your own risk. The Bank makes no representations, endorsements, or warranties of any kind whatsoever, either express or implied, including but not limited to any warranties of title, accuracy, completeness, suitability, reliability, or any implied warranties of merchantability, fitness for a particular purpose, freedom from computer virus or non-infringement, with the sole exception of warranties (if any) that cannot be expressly excluded under applicable law. Neither the Bank nor any affiliate nor any other party or their respective directors, officers, or employees involved in creating, producing or delivering the Site is or shall be liable for any direct, consequential, indirect, special, punitive or other damages of any kind arising out of your access to or use of the Site or the Tuition Online Banking services, whether under a contract, tort or any other theory of liability, arising in

connection with and use of the Tuition Online Banking services or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line system failure, loss of data, or loss of use, whether related to or caused by the equipment, software, Bank, or by Internet browser providers such as Netscape and Microsoft, or by online service providers or by an agent or subcontractor of any of the previously mentioned parties.

First Bank and Trust will not bear the liability or the risk of any error or loss of data, information, transactions or other losses that may be due to the failure of the Bank's respective computer system or third party communications provider. We will have no liability to you for any damage or other loss, direct or consequential, that you may incur by reason of your use of your computer system.

You agree that First Bank and Trust will not be held liable for viruses, worms, Trojan horses or other harmful components that may enter your system by downloading the materials from our Site. We will not be responsible or liable for any direct, indirect, incidental, special or consequential damages that may result from such harmful components.

WITHOUT LIMITING THE FOREGOING, THE SERVICES AND EVERYTHING ON THE SITE ARE PROVIDED TO YOU "AS IS," "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, FREEDOM FROM COMPUTER VIRUS OR NON-INFRINGEMENT, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

B. Tuition Online Banking Services Offered

At the present time, you may use Tuition Online Banking to:

- View the balances of your designated accounts;
- Review recent transactions in your designated accounts;
- Make payment orders to reduce the balance of any outstanding loans;
- Request a renewal of a previous paid off loan;
- Communicate with us via private messaging;
- Retrieve bank statements and other notices;

Your account records are updated at the close of each business day to reflect credits and debits that have been posted to your account that day. Therefore, when you use Tuition Online Banking to access your designated account, your account balance may not reflect transactions that have been made since your account records were last updated.

1. Limitations

For security purposes, we may from time to time establish limits on the dollar amount of loan payments you may make each day that are different from those set forth below. These limits may vary according to the manner in which such transfers are made. If we make a change which results in the limitation of the dollar amount that may be transferred or any other change about which, by law, we are required to give you notice, we will provide you with a written notice of the limitation or other change. The current limitations are:

There are no limits on the number of balance inquiries.

The amount of Tuition Online Banking transfers that you may make is limited by the available balance in the account you wish to transfer from, including any funds available through overdraft protection credit arrangements you have established with us. If you request a transfer that exceeds the funds available in the account from which a transfer is being made, we will not be required to honor the transfer request. However, if we, in our sole discretion, choose to make a requested transfer that exceeds the funds available in the account, that account will be subject to our current fee for processing items drawn against nonsufficient funds.

Transfers may also be limited by legal processes or other claims restricting such transfers.

- Payment instructions involving only FBT accounts received by us Monday through Friday, excluding holidays, before 3:00 PM Central Time will be credited/debited to your designated accounts on that business day, assuming that you have sufficient available funds. Transfers processed after that time, on a weekend or holiday, will be credit/debited on the next business day.
- Payment instructions involving accounts at other financial institutions received by us Monday through Friday, excluding holidays, before 3:00 PM Central Time will be credited to your designated accounts on that business day, assuming that you have sufficient available funds. Debits at other financial institutions will not be received until the following business day. Transfers processed at times other than listed above, will be credited on the next business day. Debits at other financial institutions will lag the associated credit by one business day.

2. Fees and Charges for Tuition Online Banking Transactions

Except where noted below, there is no charge for the Tuition Online Banking service or transactions.

However, fees and charges for other services may apply to Tuition Online Banking transactions (including but not limited to fees for processing credit/debit card loan payments, return items, overdraft items and stop payment orders).

C. Your Rights and Responsibilities

1. Authorized Use by Others

You are responsible for keeping your Access ID, Password and account data confidential. We are entitled to act on transaction instructions received using your Tuition Online Banking Access ID and Password, and you agree that the use of your Tuition Online Banking Access ID and Password will have the same effect as your signature authorizing the transaction. If you authorize other persons to use your Access ID and Password in any manner, your authorization will be considered unlimited in amount until you have notified us in writing that you have revoked your authority. You are responsible for any transactions made by such person until you notify us that transfers by that person are no longer authorized by you and we have reasonable time to act on that notification.

2. Reporting any Unauthorized Tuition Online Banking Transactions

Tell us AT ONCE if you believe your Tuition Online Banking Access ID or Password has been lost or stolen or if you suspect any fraudulent activity on your account. Telephoning is the best way of keeping your possible losses down. To notify us about your lost Access ID or Password or about unauthorized transfers from your account, call (504) 584-5967 or write to us at: Electronic Banking, First Bank and Trust, PO Box 1830, Covington LA 70434. If you do not notify the Bank in a timely manner, you could lose all the money in your accounts plus your maximum amount available on your overdraft line of credit.

Also, if your statement shows transfers that you did not make, tell us AT ONCE.

3. Documentation

a) Confirmation Number:

A confirmation number will be assigned to each Tuition Online Banking funds transfer at the time you submit the request. You are encouraged to document the number provided for future reference.

b) Periodic Statement

You will receive a monthly account statement from us. All Tuition Online Banking transfers transacted during that statement period will be reflected on your statement.

4. Business Days

For purposes of this Agreement, our business days are Monday through Friday. Holidays are not included.

5. Our Liability for Failure to Make Transfers

The Bank will use its best efforts to process your transfers properly. However, the Bank shall incur no liability if the Bank is unable to process Tuition Online Banking transactions, because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, you do not have enough money in your designated account to make the transfer.
- If the money in your designated account is attached, subject to legal process or other claim restricting such transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If either you or we have terminated this Agreement.
- If the electronic device (telephone, computer, modem, cell phone, or other hardware), software or communication line, circuit, network or service used to connect and/or provide instructions to us was NOT working properly and you knew about the malfunction or breakdown when you started the transfer request.
- If circumstances beyond our control (such as fire, flood, malfunction in computer or communications equipment, or malfunction or disruption of telephone line service) prevent the completion of the transaction despite reasonable precautions that we have taken to avoid these circumstances.

- If we believe in good faith that a breach of security has occurred, or is occurring, involving your designated account(s) or any aspect of your utilization of Tuition Online Banking services and we take steps to notify you.
- If there are any other exceptions available to us, either by contract, by agreement or by state, including the terms of this Agreement or any other agreements between you and us, with respect to your account(s). There may be other exceptions stated throughout this Agreement.
- If you did not receive a Tuition Online Banking confirmation number for a transfer request.

You agree to abide by and be bound by all applicable limitations.

6. In Case of Errors or Questions About Your Electronic Transfers

Telephone us at (504) 584-5900, or write to us at the address shown below as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. Write to us at:

First Bank and Trust, PO Box 1830, Covington, LA 70434.

- We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.
- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.
- If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

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. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account for the amount you think is in error.

If we decide that there was no error, we will send you a written explanation of our findings within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

If a notice of error involves an electronic funds transfer to or from the account within thirty (30) days after the first deposit to the account was made, the applicable time period for action will be within twenty (20) business days of receiving notice of an error. If a notice of error involves an electronic funds transfer that: was not initiated within a state; resulted from a point of sale debit card transaction; or occurred within thirty (30) days after the first deposit to the account was made, the applicable time for investigation is ninety (90) days in place of forty-five (45) days.

7. Confidentiality

We will disclose information, in accordance with the Bank's official Privacy Policy, to third parties about your account or the transfers you make:

- To complete transfers as necessary;
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau, or merchant; or
- To comply with government agencies or court orders;
- As otherwise provided in other agreements you have with us regarding your account(s).

8. Password

The Tuition Online Banking Access ID and Password are for your security purposes. The Tuition Online Banking Access ID and Password are confidential and should not be disclosed to third parties, recorded or saved on a computer or other online system. You are responsible for safekeeping your Tuition Online Banking Access ID and Password. You agree not to disclose or otherwise make your Tuition Online Banking Access ID or Password available to anyone not authorized to sign on your designated accounts.

9. Notices

All notices from us will be effective when we have mailed or delivered them to your last known address specified in this Agreement. Notices from you will be effective when received by us at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which the Tuition Online Banking service is offered.

10. Enforcement

In the event that we bring a legal action to enforce this Agreement, or collect amounts owing as a result of any account transaction, you agree to pay any reasonable attorneys' fees and costs that we may incur, including fees on any appeal, subject to any limits under applicable law.

11. Addition/Removal of Account

You may add or remove a designated account to/from the Tuition Online Banking service by calling (504) 584-5967.

12. Termination of Tuition Online Banking Services

You agree that we may terminate this Agreement and your use of Tuition Online Banking Services via the Internet if:

- You or any user of your Tuition Online Banking Password breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your Tuition Online Banking Access ID or Password;
- You close all accounts under the Agreement;
- We notify you or any other party to your designated account that we have cancelled or will cancel this Agreement;

- You or any other party to your designated account can terminate this Agreement by notifying us in writing. You must notify us at least ten (10) business days before the date on which you wish to have Tuition Online Banking terminated.

Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

13. Other Provisions

a) Availability

We reserve the right to refuse to complete any Tuition Online Banking transaction that would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

b) Electronic Communication

If you have agreed to receive disclosures in electronic form, you are responsible for downloading or printing the disclosures. Alternatively, you may provide us with a non-electronic address to which the disclosures may be mailed. We may send notices and legal disclosures required in connection with Tuition Online Banking, or in connection with the accounts which are included within your Tuition Online Banking service, to you by electronic mail ("e-mail"). You may use e-mail to contact us about inquiries, maintenance and/or some problem resolution issues. However, e-mail may not be a secure method of communication; therefore, we recommend that you not send confidential, personal or financial information by e-mail. There may be times when you need to speak with someone (especially to report a lost or stolen Password or to stop a payment). In these cases, do not use e-mail. Instead, call us at (504) 584-5967.

c) New Services

We may introduce new Tuition Online Banking services from time to time and by using these new services after they become available, you agree to be bound by all terms and conditions applicable thereto.

d) Ownership of Website

The content, information and offers on our website are copyrighted by First Bank and Trust, and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited.

e) Governing Law

This Agreement will be governed by and construed in accordance with the laws of Louisiana, without regard to Louisiana conflict of law provisions. Your existing account relationships will continue to be governed by and construed in accordance with the laws as disclosed in such account agreements.

f) Headings

The headings used in this Agreement are for convenience only and shall not be held to limit or affect the terms of this Agreement.