

THE FIRST NATIONAL BANK OF KENTUCKY
Internet Account Access User Agreement & Electronic Funds Disclosure

Please take the time to familiarize yourself with the terms of service, which include disclosures and limitations of liability. You should keep this notice for future reference.

In this agreement the words "you" and "yours" refer to the Internet Banking Customer, while the terms "we", "us" and "our" refer to THE FIRST NATIONAL BANK OF KENTUCKY.

The Agreement This agreement and the Electronic Funds Transfer Agreement and Disclosure, (collectively, the "Agreement") between you (or parties you authorize to use our service) and THE FIRST NATIONAL BANK OF KENTUCKY covers the use of Internet Banking, a service provided to you by THE FIRST NATIONAL BANK OF KENTUCKY via the World Wide Web and your personal computer. By accessing this service you understand and accept the terms, conditions and fee(s) associated with the use of this product. This agreement will be governed by the On Line laws and regularities of Kentucky and the United States, as amended from time to time.

Internet Banking Internet Banking is an electronic banking service provided by THE FIRST NATIONAL BANK OF KENTUCKY to enable our customers to view their current balance, transaction history, payments on loans, and transfer funds (between pre-authorized accounts).

Pre-Authorized Accounts Any signer of the account may authorize an account to be linked. These accounts are Checking, Savings, Certificate of Deposits, Loans and accounts that you have specified you wish to access through Internet Account Access. At any time you may add, change or remove any of these accounts. Please contact our Internet Banking Customer Service Representative for more details. Any personal or non-personal account that requires multiple signatures to authorize debits is not eligible.

No Signature Required At which time you elect to transfer funds between your pre-authorized FIRST NATIONAL BANK OF KENTUCKY accounts, you must authorize us to honor debits drawn against your accounts without presence of your signature.

Your User Code and Password Your user code is your Social Security Number and your password is defined by you the user. The password must contain 8 (eight) characters, both upper and lower case with at minimum 1 (one) non-alpha digit. You should keep this information confidential. You have the option at any time to change your password and we recommend that you practice this on a regular basis. If you forget your password please contact our Internet Banking Customer Service Representative. If you make your user code and password available to others to act on your behalf you are responsible for all activity authorized by your user code and password.

Account Balance Verification At any time you may log in and check your current balance, items which have been presented for payment against your account (checks, ATM transactions, VISA Check Card purchases and automatic withdrawals), and deposits that have posted. All Balances are subject to deposit verification.

Maintenance Fee We reserve the right to adjust the monthly maintenance fees for the use of the service. Prior to fee changes, we will notify you in writing 30 (thirty) days before all changes go into effect. Your use of the service after the effective date of change confirms your agreement to the changes.

Right of Termination You may cancel your Internet Account Access at any time by writing us at the address listed below. We require 10 (ten) day written notice prior to the date you wish to have your services canceled. If you have payments or transfers scheduled within 10 (ten) days and we have not completed your request to cancel service, you will be responsible for the payments or transfers. We may cancel your enrollment in this service at any time due to insufficient funds in one or more of your accounts.

Business Days Monday, Tuesday, Wednesday, Thursday, Friday and Saturday except for Federal holidays. The service is available 365 (three hundred sixty-five) days a year unless system maintenance or upgrades are necessary. Our daily cut-off is set at 3 (three) P.M. Carrollton, Kentucky time. All transactions received after 3 (three) P.M. may be posted on the following business day. You will receive a monthly account statement showing your Electronic Funds Transfer debits.

Incomplete Payments Our liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to your request we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- a. If, through no fault of ours, you do not have enough money in your deposit account to make the transfer.
- b. If you have an overdraft line and the transfer would go over the credit limit.
- c. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- d. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- e. There may be other exceptions stated in our agreement with you.

Third Party Disclosure We will only disclose information to third parties about your account or the transfers you make. The information you enter through Internet Banking may be recorded and retained by us.

- a. When it was necessary for completing transfers; or
- b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- c. In order to comply with government agency or court orders, or investigations or examinations by our bank regulators; or
- d. If you give us written permission; or
- e. As may be otherwise authorized in other agreements with us.

Reporting Unauthorized Transactions If you feel that an unauthorized transaction has been performed from your pre-authorized account without your permission, contact our Internet Banking Customer Service Representative immediately at (502) 732-4406.

Your Liability for Unauthorized Transfers Tell us AT ONCE if you feel your Internet Account Access has been tampered with or broken, including if your password is lost or stolen. Telephoning is the best way of keeping your losses down; **do not use e-mail**. You could lose all the money in your accounts plus your maximum line of credit. If you tell us within 2 (two) business days, you can lose no more than \$50.00 (fifty dollars). If you do not tell us within 2 (two) business days after you learn of the tampering, and we can prove we could have stopped someone from accessing your accounts without your permission if you had told us, you can lose as much as \$500.00 (five hundred dollars). Also, if your statement shows transfers that you did not make, tell us AT ONCE. You should examine your statement promptly upon receipt. If you do not tell us within 60 (sixty) days after the statement was mailed to you, you may not get back any money you lost after the 60 (sixty) days if we can prove we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods. If you feel your Internet Account Access has been broken call or write to us at the telephone number or address listed below.

Error Resolution Notice With respect to your Internet Banking transfers, call or write to us at the telephone number or address listed below, as soon as you can, if you think your statement is incorrect or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 (sixty) days after we sent you the FIRST statement on which the error or question appeared.

- a. Tell us your name and account number (if any).
- b. Describe the error or question you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 (ten) business days. We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 (forty-five) days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer), or longer if permitted by law, to investigate your complaint or question. If we decide to do this, we will credit your account within 10 (ten) business days (20 business days if the transfer involved a new account) 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 10 (ten) business days, we may not credit your account. An account is considered a new account for 30 (thirty) days after the first deposit is made, if you are a new customer.

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

Pre-authorized Electronic Fund Transfer

Stop Payment Rights If you have told us in advance to make regular electronic fund transfers out of your account(s); you can stop any of these payments. Here's how: Call us or write to us at the telephone number or address set forth below, in time for us to receive your request 3 (three) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get to us within 14 (fourteen) days after you call.

Notice of Varying Amounts If these regular payments vary in amount, the person you are going to pay will tell you, 10 (ten) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Liability for Failure to Stop Payment of Pre-authorized Transfers If you order us to stop one of these payments 3 (three) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Savings Account Transfer Limitations You may make 6 (six) transfers from your account each 4 (four) week or similar period, if by preauthorized or automatic transfer, or telephone (including data transmission) agreement, order or instruction. 3 (three) of these transfers may be made by check, draft, debit card or similar order (including POS transactions), made by the depositor and payable to third parties. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited. However, a service charge may apply. (See fees)

Fees Internet Banking - There is no monthly service charge in effect at this time.

Damage to Equipment We accept no responsibility for interruption of service due to loss of electric power or lack of telephone service and line quality or PC or modem failure. THE FIRST NATIONAL BANK OF KENTUCKY will not be responsible for any loss or damage to your equipment (computer, software, etc.) resulting directly or indirectly from the use of THE FIRST NATIONAL BANK OF KENTUCKY Internet Banking.

Personal Finance Manager -- End User License Agreement

In addition to the above content, if you decide to use Personal Finance Manager application, you acknowledge and agree to the following terms and conditions of service.

LICENSE GRANT AND RESTRICTIONS. You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the Personal Finance Manager (the "Service") solely to manage your financial data.

In addition to the Personal Finance Manager (PFM) Service, the term "Service" also includes any other programs, tools, internet-based services, components and any "updates" (for example, Service maintenance, online information, help content, bug fixes, or maintenance releases, etc.) if and when they are made available to you by us or by our third party vendors. Certain Services may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the Personal Finance Manager site; (iii) permit any third party to benefit from the use or functionality of the Service, or any other services provided in connection with PFM, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) work around any technical limitations in the Service, use any tool to enable features or functionalities that are otherwise disabled in the Service, or decompile, disassemble, or otherwise reverse engineer the Service except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Service or any services provided in connection with the PFM, prevent access to or the use of the Service or any or services provided in connection with the PFM by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the Service; or (vii) otherwise use the Service or any services provided in connection with the PFM except as expressly allowed under this Section 1.

OWNERSHIP. The Service is protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

YOUR INFORMATION AND ACCOUNT DATA WITH US. You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service or any services provided in connection with the PFM, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Service or any services provided in connection with the PFM (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for the Service or any services provided in connection with the PFM, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the Service or any services provided in connection with the PFM (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide the Service or any services provided in connection with the PFM to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors,

to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

YOUR INFORMATION AND ACCOUNT DATA WITH OTHER FINANCIAL INSTITUTIONS. Our financial management tools allow you to view accounts that you may have outside our financial institution (this is a process called “aggregation”). When you choose to use online financial services which are applicable to data that you have transacted with other financial institutions or card issuers, you are consenting to us accessing and aggregating your data from those outside financial institutions. That data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your account(s) with other financial institutions, and the actual data in your account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, "Financial Account Data"). In giving that consent, you are agreeing that we, or a third party vendor on our behalf, may use, copy and retain all non-personally identifiable information of yours for the following purposes: (i) as pertains to the use, function, or performance of the services which you have selected; (ii) as necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected; (iii) for measuring downloads, acceptance, or use of the services you have selected; (iv) for the security or protection of the services you have selected; (v) for the evaluation, introduction, implementation, or testing of the services you have selected, or their upgrade, improvement or enhancement; (vi) to assist us in performing our obligations to you in providing the services you have selected.

If we make additional online financial services available to you which are applicable to data that you have transacted with other financial institutions or card issuers, and which we will aggregate at this site, we will separately ask for your consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you.

If you select services that are offered by third parties or merchants through such offers or on our behalf, you will be agreeing that we have your consent to give such third parties or merchants your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to you and to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified here, we and the third parties or merchants acting on our behalf shall not use or keep any of your personally identifiable information.

USE, STORAGE AND ACCESS. We shall have the right, in our sole discretion and with reasonable notice posted on the Personal Finance Manager site and/or sent to your email address provided in the Registration Data, to establish or change limits concerning use of the Service and any related services, temporarily or permanently, including but not limited to (i) the amount of storage space you have available through the Service at any time, and (ii) the number of times (and the maximum duration for which) you may access the Service in a given period of time. We reserve the right to make any such changes effective immediately to maintain the security of the system or Licensee Access Information or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the Service and any related services to which such changes relate. Your continued use of the Service or any related services will constitute your acceptance of and agreement to such changes. Maintenance of the Service or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such Service or related services. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

THIRD PARTY SERVICES. In connection with your use of the Service or any other services provided in connection with the PFM, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

THIRD PARTY WEBSITES. The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Service or any other services provided in connection with the PFM is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

EXPORT RESTRICTIONS. You acknowledge that the Service may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the Service, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.

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