

First Metropolitan Financial Services, Inc.

Online Services Agreement

Terms and Conditions Agreement

1. General

This Online Services Consumer Internet Agreement ("Agreement") for accessing your First Metropolitan Financial Services, Inc. account(s) via the Internet explains the terms and conditions governing First Metropolitan Financial Services, Inc. and other financial services offered through First Metropolitan Financial Services, Inc. (collectively, "Online Services"). By using Online Services you agree to abide by the terms and conditions of this Agreement. This Agreement is governed by and interpreted in accordance with federal law and regulation, and to the extent there is no applicable federal law or regulation, by the laws of the State of Mississippi. The words "our," "we," "us," "First Metropolitan Financial," "First Metropolitan," and "FMFS" refer to First Metropolitan Financial Services, Inc. The words "you," "your," and "yours" means each person in whose name the loan account with First Metropolitan Financial Services, Inc. is maintained.

Online Services can be used to access products and accounts made available by First Metropolitan Financial Services, Inc. By using as described below, you agree to be bound by the terms and conditions contained in this Agreement. When you use any of our Online Services, as described below, or authorize others to use them, you and any such users agree to be bound by the terms and conditions of this Agreement. Online Services transactions are additionally governed by any other separate agreement(s) you may have with First Metropolitan Financial Services, Inc., including but not limited to, your loan agreement and any security agreements (your "Loan Documents").

Online Services is a consumer electronic financial service provided by First Metropolitan. You must have a First Metropolitan Financial Services, Inc. loan account to access the Online Services service. You may access Online Services using a personal computer with access to First Metropolitan's website on the Internet.

Online Services service provided by First Metropolitan Financial Services, Inc. include the ability for you to access your loan account histories, make loan payments, and review your monthly statement electronically (your "E-Statement"). These are referred to as "Online Services."

2. Your Authorization

If you do not agree to the terms and conditions in this Agreement, you may not complete the registration process. Checking the box entitled, "I have reviewed and agree to the terms and conditions contained in the Consumer Internet Agreement" and proceeding to use the Online Services service indicates your acknowledgement that you have read and accepted these terms and conditions.

By making payments on your First Metropolitan loan account through Online Services, you are authorizing First Metropolitan to electronically charge your checking account, savings account, or debit card for the amount you submitted. If you want to use this method of payment, you must complete this authorization process each time. You will receive an email notification each month stating that your loan statement is available for online viewing and payment. You are not required by First Metropolitan to authorize FMFS to make electronic charges to your checking account, savings account, or debit card(s). You may continue to make payments on your loan account through any other method of payment acceptable to First Metropolitan.

If you agreed to terminate receipt of a monthly paper loan statement and accept presentation of a monthly electronic loan statement, you do not need to do anything further. If you wish to revoke your consent to monthly electronic loan statements; log on to Online Services, select the E-statement menu item and Set your Statement Preferences. Then change your delivery preference from Electronic to Paper.

3. Protecting Your Account

Notify us at once if you believe another person has improperly obtained your Online Services password or if you suspect any fraudulent activity on your account. You may notify us by calling, writing, or visiting us in person at:

First Metropolitan Financial Services, Inc.
6295 Summer Avenue #101
Memphis, TN 38134
(901) 382-8487

You may also email us at info@fmsloans.com - be sure to include your email address.

It is extremely important that you take an active role in the prevention of any wrongful use of your account. If you find that your records do not agree with ours, you must immediately call First Metropolitan Financial Services, Inc. at (901) 382-8487.

Protect your Online Services password - The password that you use to gain access to Online Services should be kept confidential at all times. For your protection we recommend that you change your Online Services password regularly. It is recommended that you memorize this password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your password may have been lost or stolen, notify First Metropolitan Financial at once.

4. Your Right to Stop Payments

You may stop payment on a One-Time Payment by ACH Debit initiated by you through your checking or savings account if you provide the stop payment order to your financial institution at such time and in such manner as to allow your financial institution a reasonable opportunity to act upon the stop payment order prior to acting on the debit entry. Any stop payment order must be made in accordance with the procedures required by your financial institution.

You may stop payment on or revoke a Scheduled One-Time Payment by ACH Debit by notifying First Metropolitan orally or in writing at any time up to three business days before your payment date for the Scheduled One-Time Payment by ACH Debit. You may also stop payment on a Scheduled One-Time Payment by ACH Debit by following the stop payment procedures established by your financial institution.

5. Our Liability for Failure to Make Payments

If we do not process a payment to your loan account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages up to the value of the payment. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your deposit account at your financial institution to make the payment;
- If the transfer will go over the credit limit on your overdraft line of credit, if any, at your financial institution;
- If the system was not working properly;

- If there is a dispute about the amount to be paid or transferred, or we have been legally ordered to pay to or hold the money in your account for someone else;
- If you have told us that your password was lost or stolen;
- If, in the case of a preauthorized credit to your account, a third party does not send your money to us on time or does not send us the correct amount, or we do not have the required authorization to perform the transaction;
- If circumstances beyond our control (such as fire, flood, or natural disaster) prevent the payment, despite reasonable precautions and efforts we have taken.

Other exceptions may be stated in other agreements we may have with you.

6. Accessing Your First Metropolitan Financial Services, Inc. Accounts

A. System Requirements

To access your account(s) through Online Services, you must have an eligible First Metropolitan Financial Services, Inc. loan account, enroll in Online Services by agreeing to this Online Services Agreement, and have an Online Services password. In addition, you must have the required Internet secure browser software as defined by us. You agree that you are responsible for maintaining all Internet connections, browsers, hardware and software that are necessary to access Online Services. You also agree that you are solely responsible for installing appropriate software, including but not limited to, anti-virus software, anti-spyware, and firewalls on your computer hardware to prevent key logging and/or other intrusions that may allow a third party to unlawfully view activity on your computer.

The minimum browser requirements to access Online Services are: an internet web browser that is capable of supporting 128-bit SSL encrypted communications, with cookies and JavaScript enabled; such as Microsoft Internet Explorer version 10.0 or higher, Google Chrome, Mozilla Firefox 1.0.6 or higher, or Apple Safari 1.1 or higher.

B. New Services

First Metropolitan Financial Services, Inc. may, from time to time, offer and introduce new financial services through Online Services. We will notify you of the existence of these new products and services. By using these services when they become available, you agree to be bound by any rules, which will be communicated to you, concerning these services.

C. Fees

There are no monthly or transaction fees for accessing your account(s) or making loan payments using your checking or savings account. However, debit card payments are processed by a third party vendor and a fee is assessed for this service. Currently, the fee for a debit card transaction is \$3.95. This cost is subject to change in the future. Please note that fees may be assessed by your Internet Service Provider (ISP) or financial institution.

7. Terms and Conditions

The first time you access your First Metropolitan Financial Service, Inc. account(s) through Online Services and click the box agreeing to these terms and conditions, this act will confirm to us your agreement to be bound by all of the terms and conditions of this Agreement and acknowledges your receipt and

understanding of the disclosure(s) contained in this Agreement. You agree that FMFS may provide to you by electronic communication any disclosures concerning Online Services, as permitted by law. IF YOU DO NOT AGREE WITH THIS TERMS AND CONDITIONS AGREEMENT, DO NOT USE ONLINE SERVICES.

A. Your Online Services Access Password

You will select an initial Online Services password. You are responsible for the safekeeping of your password. You agree not to disclose or otherwise make available your password to anyone not authorized to sign on to your accounts. Your Online Services password is used only for transactions conducted by you on Online Services transactions. We recommend that you change your password regularly. Do not use numbers that are easily associated with you, such as your telephone number, address or birth date as your password. You authorize First Metropolitan to act on instructions received under your password. You agree that you are responsible for keeping your password, account number(s) and other account data confidential at all times.

B. Our Liability

Except as specifically provided for in this Agreement or where the law requires a different standard, you agree that First Metropolitan is not responsible for any loss, property damage or bodily injury, whether caused by First Metropolitan, equipment, software, or any agent or subcontractor of First Metropolitan Financial. First Metropolitan shall not be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way from the installation, use or maintenance of the equipment, software or Internet browser or access software.

C. Changes to Fees or Other Terms

We reserve the right to change any term or condition described in this Agreement at any time. If a change would result in increased fees or charges, increased liability for you, fewer types of available electronic funds transfers, or stricter limitation on the frequency or dollar amounts of payments, we will mail to the address shown on our records or deliver to you electronically written notice of such change(s) at least twenty-one (21) days before the effective change(s) in any such terms or conditions, unless prior notice is excused by law or an immediate change is necessary to maintain security of our system. If such an immediate change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with written or electronic notice no more than thirty (30) days after making the change permanent. If you maintain your Online Services after the effective date of the change, then you are indicating your agreement with accepting the change. Changes to fees applicable to specific loan accounts are governed by the applicable Loan Documents. You agree that we may deliver via electronic communication any future notices and information as may be required by law or regulation to be provided to you pertaining to the Online Services (collectively, "Notices"). We may deliver future Notices electronically by posting such Notices or a link to such Notices on our website or by sending such Notices to the email address that you have provided to us. You agree to promptly notify us of any change in your email address.

D. Disclosure of Account Information

You authorize First Metropolitan Financial to disclose to selected third parties information about your account or the transactions you make in accordance with the First Metropolitan Financial Services, Inc. Privacy Policy, a copy of which you received upon opening your account with First Metropolitan. To access the First Metropolitan Financial Services, Inc. Privacy Policy, click on the First Metropolitan Privacy Policy link just below this agreement notice box or by visiting our web site at www.fmfsloans.com.

E. Other General Terms

In addition to this Agreement, you agree to be bound by and will comply with the requirements of the applicable Loan Documents, the rules and regulations of any funds transfer system in which First Metropolitan participates, and all applicable State and Federal laws and regulations. First Metropolitan reserves the right to terminate this Agreement and your access to Online Services in whole or in part, at any time without prior notice. You agree to be responsible for any telephone/DSL/Internet charges incurred for accessing your accounts through Online Services.

8. Other Information

A. Balance Inquiries and Payments

You may use Online Services to check the balance of your loan accounts and to make payments to your loan accounts selected for Online Services. In order to initiate one of these transactions, you must first use your password to obtain access to the Online Services service. The balance shown on your computer may include payments still subject to verification by us. The balance shown also may differ from your records because it may not include payments in progress. Payment requests may be made 24 hours per day.

B. Statements

All of your payments made through the Online Services service, by mail, or by other means will appear on your monthly loan account statement(s).

C. Equipment

We are not responsible for any loss, damage or injury resulting from an interruption in your electrical power or telephone service; the disconnecting of your telephone line by your local telephone company or from deficiencies in your line quality; or any defect or malfunction of your computer, modem, or telephone line. We are not responsible for any services relating to your computer other than those specified in this Agreement. If any equipment failure occurs in any way relating to your computer, modem, or telephone line, First Metropolitan Financial Services, Inc. is not responsible.

D. Business Days/Hours of Operation

Our business hours are 8:30 a.m. to 5:30 p.m. Monday through Friday, except legal holidays. Unless otherwise stated in this Agreement, we may treat any payment made by you to your loan account via the Internet or any notice from you via email that is received on a legal holiday or on Sunday as if we had received it on or after 8:30 a.m. the following business day. All references to time in this document are Central Standard Time (CST). The Online Services service is available 24 hours a day, seven days a week, except during maintenance periods for scheduling, modification, or for review of funds transfers and balance inquiries.

9. Error Resolution Notice

In case of error or questions about your electronic transactions, please telephone us at (901) 382-8487 or write to: First Metropolitan Financial Services, Inc., 6295 Summer Avenue #102, Memphis, TN 38134. You may also email us at info@fmsloans.com - be sure to include your email address in the message. Contact us as soon as you can, if you think your statement contains an error or if you need more information about a payment listed on the statement. We must hear from you no later than 60 days after we sent you the FIRST statement in which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the payment you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. 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 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly.

10. Authorization to Charge Accounts

If you pay by Electronic Funds Transfer, and the EFT is not paid or is returned unpaid for any reason other than an error by First Metropolitan personnel, then you agree that we can reverse the payment and charge your account the amount that was unpaid. In addition, you agree that we may charge your account an NSF (non-sufficient funds) charge as agreed in your Loan Agreement. You also agree to make the unpaid or returned payment as soon as non-payment is brought to your attention, and you agree to pay the NSF charge. You authorize First Metropolitan to charge your account if we or you made any errors in processing your EFT transaction(s) so that the proper amount of the charge was not requested or paid by your account. In no event can we deduct more from your account than you authorized. Note that you agree and understand that we can stop or terminate your right to use Online Services for payments on your account(s) at any time and without notice to you, for any reason. Finally, you agree that if you paid more than the amount then due on your loan(s), and the mistake caused you to incur other charges (such as NSF fees because you paid us \$500 instead of \$50 as you intended), then First Metropolitan's liability to you is limited to refunding the amount that you overpaid in error and that First Metropolitan will not reimburse you for other charges or fees that you incur as a result of your mistake.