

ONLINE BANKING AGREEMENT

ONLINE BANKING AND BILLPAY SERVICES AGREEMENT | TERMS & CONDITIONS

DISCLOSURE REQUIRED BY FEDERAL LAW | PLEASE READ AND SCROLL DOWN

Please read this Electronic Signatures in Global and National Commerce ("E-Sign") Records Disclosure ("Disclosure") and related Online Banking and Bill-Pay Services Agreement and Materials (each as defined below) carefully and retain a copy for your records.

This document consists of (1) a required disclosure and (2) a service agreement.

By clicking the "*I Accept*" button, you are first providing your affirmative consent to receive certain required disclosures electronically, and you are also agreeing to be bound by the service agreement that follows, each as further described below.

Welcome to The Farmers & Merchants Bank (the "Bank", "we", "us", or "our") Online Banking Services (the "Services"). As part of the Bank's enrollment process and to use the Services (terms and conditions being found in the "Online Banking and Bill-Pay Services Agreement," which follows this Disclosure). To enroll in the Services, you must agree to receive a copy of the Bank's Agreement and other "Materials" (as defined below) electronically. We will need your consent to provide you with these Materials electronically. Therefore, please review the terms of this Disclosure, prior to giving your consent, and keep a copy of this Disclosure for your records.

The Bank of Fayetteville

The Bank may operate using its registered fictitious name, "*The Bank of Fayetteville*," as provided for under law. Deposits at The Bank of Fayetteville® are FDIC-insured under the Bank's [FDIC Certificate #16216](#) and are not separately insured by the FDIC.

You acknowledge and understand that the Bank may offer you certain products and services under its fictitious business name, "*The Bank of Fayetteville*," and that such products and services are, in-fact, provided by The Farmers & Merchants Bank®. The Farmers and Merchants Bank®, The Bank of Fayetteville®, and Me Banking® (including logos of each) are registered trademarks owned by the Bank and its affiliates.

Materials You Agree to Receive Electronically

By providing your consent under this Disclosure, you agree that the Bank will provide you with the following documents and information (collectively, the "Materials") solely in electronic form:

- The Bank's Online Banking and Bill-Pay Services Agreement, which includes certain content regarding electronic fund transfers you may make through the Services;
- Addenda or supplemental material to the Bank's Online Banking and Bill-Pay Services Agreement provided to you when you enroll for additional products or services related to the Services that we may offer to you from time to time; and
- Notices of any amendments or changes to the Bank's Online Banking and Bill-Pay Services Agreement or other Materials.

Your Consent is Required

You must consent to receiving these Materials before we can provide them to you electronically. Your consent will apply to your enrollment in the Services and any Materials we provide or make available to you.

Paper Copy of Materials

If you do not want to receive the Materials electronically, you should exit this area of the Bank's website. If you do not consent to receiving an electronic copy of the Materials, we will not be able to enroll you in the Services. If you consent to receive the Materials electronically, you can also request a paper copy of the Materials by contacting Customer Service by phone at 1-877-889-0100 or by email at onlinebanking@gofm.bank. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request.

Withdrawing Your Consent

If you later decide you do not want to receive the Materials electronically, you may withdraw your consent by contacting our Customer Service by phone at the number listed above. If you withdraw your consent, however, you may no longer use the Services.

Updating Your Contact Information

If you consent to receive the Materials electronically, we may contact you at the email address you have provided to us. Please be certain that we have your correct and updated email address. If you change your email address, you may provide your new email address to us by contacting Customer Service by phone at the number listed above.

System Requirements to Access Information

To receive an electronic copy of the Materials, which will be provided to you in HTML format, you must have the following equipment and software:

- You must have a personal computer or other access device that is capable of accessing the Internet (e.g., you must have a modem and available phone line, a cable Internet connection or some other means of access to the Internet, and you must have an active account with an Internet service provider). Your access to this page verifies that your system meets these requirements.
- You must have an Internet web browser which is capable of supporting 128-bit SSL encrypted communications, which requires a minimum web browser version of either Microsoft® Internet Explorer version 9, Mozilla Firefox 21, Google Chrome 27+, or Safari on Mac OS X 10.8 and your system must have 128-bit SSL encryption software. Your access to this page verifies that your browser and encryption software meet these requirements.
- The needed equipment or software may change from time to time. Please refer to the most recent version of these terms and conditions which can be found on our website at www.GoFM.bank or your mobile banking app.

System Requirements to Retain Information

To retain a physical copy of the Materials being provided to you electronically, you must be able to print them. You must have a functioning printer connected to your personal computer or other access device, which is able to print the Materials on plain white 8½ x 11 inch paper.

Enhancements

Systems Enhancements. If the form of the Materials changes as to require different or additional hardware or software, or upgrades, plug-ins or enhancements to the hardware or software used by you (all such changes referred to as a "Systems Enhancement"), we will notify you and you may either terminate the Service or upgrade your hardware and/or software as required by the Systems

Enhancement. If the Bank determines that the need for a Systems Enhancement creates a material risk that you may not be able to access or retain the Materials electronically, the Bank will notify you and allow you to either: (a) withdraw your consent to the Service or (b) re-confirm your consent to receive the Materials in a manner that reasonably demonstrates that you have upgraded your hardware or software to conform to the required Systems Enhancement. If you choose to withdraw your consent, or you fail to re-confirm your consent, the Bank will terminate the Service.

CONSENT

By selecting "I Accept" to this Disclosure, are giving your affirmative consent to our providing electronic Materials to you as described in this Disclosure, and agreeing to the terms and conditions applicable to your use of the Online Banking Services, as further described below in the Bank's Online Banking and Bill-Pay Services Agreement.

You further agree that your computer satisfies the hardware and software requirements specified above and that you have provided us with a current email address to which we may send electronic Materials to you.

THE FARMERS & MERCHANTS BANK ONLINE BANKING AND BILL-PAY SERVICES AGREEMENT

Introduction

This Online Banking and Bill-Pay Services Agreement (“Agreement”) is between you (a natural person using this Service for personal, family, or household purposes) and The Farmers & Merchants Bank (the “Bank”, “we”, “our” or “us”). This Agreement governs your use of the Bank’s online banking services (the “Service” or “Online Banking”), as well as any transactions that you may initiate with and/or request from the Bank through the Service, including EFTs (“Online Transactions”). This Agreement supplements terms and conditions that apply to your accounts at the Bank that you may access through Online Banking (“Accounts”). Each time you access the Service, you acknowledge and confirm your agreement to the terms and conditions in this Agreement.

The Service permits you to perform a number of banking functions involving your Accounts that are linked to the Service through the use of a personal computer or a mobile Internet-enabled access device. You agree to be bound to the terms and conditions pertaining to Online Banking and the specific terms and conditions applicable to any other associated services that you elect to use as set out below, including Bill Payment Service and eStatements Service (note that bill payments cannot be made from savings accounts, IRAs, lines of credit, installment loans, certificates of deposit or market accounts).

Certain terms applicable to Online Banking services, unless otherwise defined in this Agreement, are set forth in the Definitions section of this Agreement.

This Agreement does not address or cover transfers you may make in-person through the branch, a telephonic individual voice response system (“IVR”) or through an automated teller machine (“ATM”). The Bank is providing you with this Agreement in accordance with, and it is subject to, Applicable Law. Please read this document carefully as it discusses your rights and responsibilities when enrolling in the Service and when conducting Online Transactions through the Service.

By proceeding to use the Service, you acknowledge that you have read, understood, and agree to be bound by this Agreement and the terms and conditions associated with your use of the Service, including any Online Transactions you initiate through the Service.

We recommend that you print or store a copy of this Agreement and keep it with your records. You may also view this Agreement, at any time, at the disclosure page on the Bank’s website (www.GoFM.bank).

General Consumer Provisions and Terms

This portion of the Agreement applies to Consumers and describes the general terms and conditions applicable to all use of Online Banking.

1. Compliance. You and we agree to comply with (i) the Account Agreements, and (ii) all Applicable Laws, regulations, rules and orders, including without limitation all applicable National Automated Clearing House Association (“NACHA”) rules, regulations, and policies, the Uniform Commercial Code (“UCC”), the U.S. Department of the Treasury’s Office of Foreign Asset Control (“OFAC”) requirements, and all applicable laws, regulations and orders administered by the U.S. Department of the Treasury’s Financial Crimes Enforcement Network (“FinCEN”).

2. Service Providers. We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be

third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of the General Terms. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.

3. Customer Identification Program. You agree to provide to us, before we begin providing any part of the Service to you, any and all information required to comply with Applicable Law and our policies and procedures relating to customer identification.

4. Fees and Charges. You agree to pay the fees and charges for your use of the Service as set forth in the Fee Schedule provided to you at the time of account opening, and as it may be amended from time to time with notice to you as required by Applicable Law. You agree that all such fees and charges will be deducted from the checking Account you designate as the "Primary Checking Account." If you close your Primary Checking Account, you must contact us immediately to designate another Account as your Primary Checking Account. You agree to pay any and all additional charges for services you request which are not covered by this Agreement. Please see your service charge schedule for information on other fees that may apply to your account, such as non-sufficient funds or stop payment fees.

You are also responsible for telephone and Internet service fees you incur in connection with your use of Online Banking. The Bank is not responsible for any fees that may be billed to you by your internet service provider.

5. Customer Acknowledgement. Except as is more fully discussed in this Agreement, you understand and agree that you are responsible for all transfers and payments made through the Service. You also acknowledge and agree that if you permit another party(ies) to use the Security Procedures to access the Service, or otherwise authorize them to use the Service, you are responsible for any and all Online Transactions that party(ies) makes from your Account, even if it exceeds your authorization. Subject to the terms of this Agreement, we may follow and comply with any transfer instructions entered into the Service using the Security Procedures.

You acknowledge and understand the importance of your role in preventing misuse of your Accounts through Online Banking. You agree that it is your sole responsibility to protect the confidentiality of your Account and Account number, the Security Procedures (defined below), and your personal identification information, such as your driver's license number and social security, date of birth, or tax identification number. You should not use a public computer to access Online Banking. You agree that if you access the Service from a computer other than your own (such as a public computer terminal at a library or Internet café), you will not leave the computer unattended while using the Service. You also agree that, in such situations, you will always end your session using the Service by clicking on the LOG OFF button located at the top right-hand corner of the screen. We will not be liable to you for any losses that may result from your failure to follow these security provisions.

6. Your Communications with The Farmers & Merchants Bank. Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- Email: You can contact us by email at: info@gofm.bank
- Telephone: 1-877-889-0100
- Postal Mail: 708 S. Main Street, P.O. Box 1010, Stuttgart, Arkansas 72160
- Text Message (if using Mobiliti): Text the word, "HELP" to 96924.
- In Person: you may visit us in person at any one of our branch locations or at one of our Interactive Teller Machines (ITMs).

Please be advised that quickly telephoning the Bank is the best way to reduce your possible losses in the event that your account information is compromised. Please be advised that not all emails may arrive at their intended destinations. Therefore, if you email the Bank, a Bank representative will reply to you via return email to confirm that we did receive it. The Internet is NOT secure and we therefore ask that you do not include your Account numbers or your social security information in your email to us. Please provide

your name, address, a phone number where you can be reached, and a brief message regarding your issue. This is all the information we require to initially assist you.

7. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 6 of the General Terms above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications. You authorize us to, and you agree that we may, except to the extent prohibited or limited by Applicable Law, send any notice or communication that we are required or permitted to give to you under this Agreement, including but not limited to notice of any change to the Service or this Agreement, to your mailing address or your email address as it appears on our records or electronically by posting the notice on the Service's website, on an Account statement or via facsimile and that any such notice or communication will be effective and deemed delivered when provided to you in such a manner. You agree to notify us promptly about any change in your mailing or email address and acknowledge and agree that no such change will be effective until we have had a reasonable opportunity to act upon such notice. You agree that we may consider any such notice or communication as being given to all Account owners when such notice or communication is given to any one Account owner. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to your requests for paper copies of certain electronic communications. This fee does not include certain disclosures and other documents that we are required to provide to you by law or regulation.

8. Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

9. Your Login ID, Password and Other Security Procedures. You will be required to use a Login ID assigned to or selected by you, as well as a password selected by you, each time you log-in to use Online Banking. You agree that we may rely on your Login ID, password and other security procedures, as further described below and as we may modify in our sole and exclusive discretion from time to time, to identify and authenticate you when you use the Service (hereinafter, collectively the "Security Procedures"). You agree to protect the Security Procedures to prevent unauthorized use.

Security Procedures: The following Security Procedures apply to access by all customers, except as otherwise expressly provided, to the Bank's Online Banking Service, including but not limited to the Mobile Banking Service feature of Online Banking. The Bank may issue new Security Procedures and/or cancel or change any Security Procedures from time to time.

Except as may otherwise be noted, the following Security Procedures are required for all Online Banking Service customers:

- *Login ID*: This is the electronic identification (in letters, numerals and special characters) associated with each user of the Online Banking Service that will be used for log-in.
- *Password*: Each user of the Online Banking Service will also be required to have a unique password known only to the user. Passwords are case-sensitive and must meet certain requirements including but not limited to minimum and maximum length and types of characters, as further described in the Online Banking system. Each user is strongly recommended to change his or her individual password at least every 180 days for security purposes. Login IDs and individual passwords may not be shared with any other person or entity.
- *Enhanced Log-in Security*: In addition to the above individual Login IDs and passwords, access to the Online Banking Service includes, as part of the security procedures, a multi-factor authentication security procedure at log-in for each user. Enhanced log-in security incorporates an additional multi-part credential for each user of Online Banking of identity authentication that may include, but is not limited to, additional log-in security features such as security cookies, flash objects, and one-time pass-codes. The enhanced log-in security will require each user of Online Banking to establish and utilize, in addition to individual Login IDs and passwords, his/her own individual authentication by selecting a preferred out-of-band delivery channel for one-time pass-codes that may be required from time to time at log-in. These log-in pass-codes may be delivered to users via email or such other method as Bank may offer from time to time, including but not limited to delivery to a designated phone or Mobile Device, as applicable, either by voicemail or SMS text. Additionally, other factors such as geo-location, device heuristics, or other factors may be utilized to determine when elevated levels of authentication are required. Monitoring of system access may also include follow up confirmation from Bank staff to confirm the legitimacy of online activity in cases of activity meeting certain criteria as defined within the Bank's fraud and security monitoring platforms.
- *Minimum System Requirements*: Online Banking is designed to operate using the latest operating system and browser combinations. It is important for you to keep your Computer's operating system and browser version current to ensure maximum security and user experience. Requirements to access Online Banking are in addition to the Computer requirements described in this Agreement, and the recommendations available at the Online Banking Service website and associated web pages, including but not limited to the following:
 - Update the Computer operating system
 - Keep the browser current
 - Install anti-virus software and anti-spyware software
 - Change passwords on a regular basis
 - Do not click links inside spam email, especially emails claiming to offer anti-spyware software
- *Social Engineering Awareness*: Malicious actors may attempt to impersonate the Bank or another 3rd party in an attempt to convince you to share information regarding your account or personally identifying information that they can then use to access your financial data or conduct activity on your accounts. Malicious actors may accomplish this by "spoofing" or impersonating phone numbers, email addresses, etc., belonging to the Bank or other 3rd parties. You are responsible for maintaining an awareness of social engineering techniques to avoid falling victim to such activity. In any instant where there is a reasonable basis to suspect you have been contacted by a malicious actor impersonating the Bank or another 3rd party seeking your private information, you should refrain from providing your contact information and hang up. Then you should contact the Bank's Customer Service at previously referenced number to confirm the Bank is attempting to contact you. The Bank will never ask for any additional information beyond the minimum information required to identify you as a customer and locate your account details.
- *Password and Security*. If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone

number provided in Section 6 of the General Terms above. See also Section 21 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

10. Alerts. Your enrollment in **Farmers and Merchants Bank** Online Banking and/or Mobile Banking (the “**Service**”) includes enrollment to receive transaction alerts and notifications (“**Alerts**”). Alerts are electronic notices from us that contain transactional information about your **Farmers and Merchants Bank** account(s). Alerts are provided within the following categories:

- *Mandatory Alerts* provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- *Account Alerts* provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments canceled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- *Additional Alerts* must be activated by you to be enabled. These Additional Alerts can be accessed from the **Alert** menu within **Farmers and Merchants Bank** Online Banking and **Alert** menu within **Farmers and Merchants Bank** Mobile Banking.
- Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Farmers and Merchants Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

11. Methods of Delivery. We may provide Alerts through one or more channels (“**EndPoints**”): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your **Farmers and Merchants Bank** Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

12. Alerts via Text Message. To stop Alerts via text message, **text "STOP" to 96924 at anytime.** Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in **Farmers and Merchants Bank** Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text “HELP” to **96924**. In case of questions please contact customer service at **1-877-889-0100**. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

13. Limitations. **Farmers and Merchants Bank** provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside **Farmers and Merchants Bank**'s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold **Farmers and Merchants Bank**, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an

Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

14. Alert Information. Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. **You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.**

15. Information Authorization. Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

1. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
2. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

16. Disclosure of Information. We respect your right of privacy. Information about your Account or any transactions between you and us will not be disclosed to third parties except in accordance with this Agreement, Applicable Law and our Privacy Policy. You acknowledge that, in connection with your use of the Bank's Online Banking and other services, the Bank and its affiliates and service providers may send, receive and share certain information, including content of messages, data files, and other information provided by you to us.

17. Receipts and Transaction History. You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

18. Your Privacy. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

19. Privacy of Others. If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

20. Overdrafts; Set-off. We may, but shall not be obligated to, complete any transaction in connection with providing the Service if there are insufficient Available Funds in your Account(s) to complete the transaction. The honoring of one or more of your overdrafts, however, does not obligate us to honor any future overdrafts. If you have an "Overdraft Protection" feature with your Deposit Account, any check or debit that overdraws such Deposit Account will be honored up to your available credit limit. In the event any actions by you result in an overdraft in any of your Accounts, including but not limited to your failure to maintain sufficient balances in any of your Accounts, you shall be responsible for repaying the overdraft and any fee associated therewith immediately and without notice or demand, except as otherwise required by Applicable Law. Except to the extent prohibited or limited by Applicable Law, we have the right, in addition to all other rights and remedies available to us, to set-off the unpaid balance of any amount owed us in connection with the Service against any debt owing to you by us, including, without limitation, any obligation under a repurchase agreement or any funds held at any time by us, whether collected or in the process of collection, or in any other Account maintained by you at or evidenced by any certificate of deposit issued by us. If any of your Accounts become overdrawn, underfunded or for any reason contain a negative balance, then we shall have the right of set-off against all of your Accounts and other property or deposit Accounts maintained with us, and we shall have the right to enforce our interests in collateral held by us to secure your debts to us arising from notes or other indebtedness now or hereafter owing or existing under this Agreement, whether or not matured or liquidated, except to the extent prohibited or limited by Applicable Law.

21. Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

22. Payment Methods and Amounts. There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. For certain Services, you may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account.

In the event that providing the Service to you results in unacceptable credit exposure or other risk to us or will cause us to violate any law, regulation, rule or order to which we are subject, we may, in our sole and exclusive discretion, without prior notice or as otherwise required by Applicable Law, further limit your transaction volume or dollar amount and refuse to execute transactions that exceed any such limit, or we may terminate any or all of the Service then being provided to you.

23. Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 29 of the General Terms below; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

24. Failed or Returned Payment Instructions. In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

25. Your Right to Terminate. You may cancel or terminate your use of Online Banking and/or Bill-Payment Service at any time by calling us at 1-877-889-0100 or by providing us with written notice by email (info@gofm.bank), postal mail, or fax. You should provide us with an effective date to stop the service. If you do not provide us with an effective date to cancel or stop service, your access to Online Banking will be suspended within three (3) Business Days of our receipt of your instructions to cancel the Service. You will remain responsible for all outstanding fees and charges incurred through the date of cancellation. This cancellation applies only to your access to the Service and does not terminate your Account(s). Final charges, if any, will be assessed at the end of your statement cycle.

Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

If you choose to cancel your access to the Service, any unprocessed transfers (e.g., bill payments scheduled to be made through the Bill-Payment Service) will be cancelled. We recommend that you cancel any scheduled transfers prior to notifying us that you are discontinuing the Service. We are not responsible for transfers made pursuant to instructions received from you before your cancellation request was received.

If you close your Account(s), or if you no longer have any Account(s) linked to the Service, your access to the Service will automatically be discontinued, and we reserve the right to cancel any unprocessed transfers at the time of such discontinuation of the Service.

26. Change in Terms. We may change the terms governing your use of Online Banking and/or Bill Payment, including the terms of this Agreement or the fees and charges associated with the Service and/or any policy or procedure affecting your use of the Service, at any time. We will provide you with notice of such changes when and as required by Applicable Law.

All changes will be effective upon the date provided in the notice. However, if the change is in your favor (such as the termination or reduction of a fee), we may provide you notice of the change after it is effective. We will post any required notice of the change in terms on the Online Banking website or forward it to you by email or by postal mail, or as otherwise required by Applicable Law.

Your continued use of any or all of the subject Online Banking and Bill-Payment service(s) indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reserve charges or fees in individual situations. You acknowledge and agree that the applicable Deposit Account Agreement and any associated disclosures govern changes to fees applicable to specific Accounts, including changes to those fees set forth in the Fee Schedule.

27. *Electronic Mail.* Normal Internet email transmissions may not be secure. You agree to log into the Service and to contact us electronically only through any secure messaging service that we may make available to you for any inquiries or requests that you may have regarding your Accounts. We cannot otherwise act on instructions sent by you from an external email address except through the secure messaging service that we make available to you through the Service.

We will not immediately receive email that you send. Therefore, you should not rely on email if you need to communicate with us immediately (for example, to report a lost or stolen ATM or debit card and/or password, to report an unauthorized transaction from one of your Deposit Accounts, or to report an error on your statement). We will not take actions based on your email requests until we actually receive your message and have a reasonable opportunity to act.

28. *Hyperlinks to Other Sites.* We or our Third Parties may elect to display one or more hyperlinks on the Service's website from time to time. A hyperlink is any highlighted words or phrases in a document that allow you to click through to another section of the same document or to another document on the Internet. A hyperlink may allow you to click through to a third-party website over which we have no control. We specifically disclaim any responsibility for the content, products and services provided at linked third-party websites. We are not liable for any failure of the products or services advertised on third-party websites. You should be aware that third-party websites may have privacy policies that differ from our privacy policy; it is your responsibility to review privacy policies at the linked third-party websites to determine whether those policies are acceptable to you. The linked third-party websites may provide less security than our website.

29. *Acceptable Use.* You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

30. *Taxes.* It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

31. *Remedies.* If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 31 of the

General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

32. Computer Requirements. To use the Service, you will need to provide, at your own expense, a computer or other Internet access device, software and necessary telephone lines, Internet or other connections and equipment as needed to access the Service (collectively referred to here as the "Computer"). You are responsible for the installation, maintenance and operation of the Computer. Your Internet or other web browser software must support a minimum 128-bit SSL encryption or other security measures as we may specify from time to time. We are not responsible for any errors or failures caused by any malfunction of the Computer, and we are not responsible for any virus or related problems that may be associated with the use of the Service, the Computer or other Internet access, including but not limited to any virus, trojan horse, worm, keystroke logger, rootkit, spyware, dishonest adware, crimeware and other malicious and unwanted software or related problems that may be associated with access to or use of the Service or the Computer. We recommend that you routinely scan the Computer using reliable virus protection products, and to remove any viruses found using such products. You are responsible for all Internet service provider, telephone and other similar charges incurred in connecting to the Service. From time to time, we may require that you upgrade or install software to the Computer to ensure the proper operation of the Service. You agree to promptly load any such upgrades or additional installations upon our notice to you.

33. Virus Protection. Neither we nor our Third Parties are responsible for any electronic virus that you may encounter using Online Banking, including but not limited to the Bill-Payment Service and eStatements. You are encouraged to routinely scan your Computer and files using reliable virus protection products to detect and remove viruses. If undetected and un-repaired, a virus can corrupt and destroy your programs, files and hardware.

34. Your Instructions. In our sole discretion, we may follow your instructions concerning your use of the Service, whether such instructions are provided by you in writing, electronically, orally (including our recording of your oral instructions) or by other means, and we may do so without any liability to you. We reserve the right to refuse to follow any instructions that you give us that we believe may expose us to potential liability. We will not have any liability to you if we do not follow your instructions in these situations. If, however, we decide to follow your instructions in these situations, we reserve the right to ask you for certain protections such as a surety bond or an indemnity agreement in a form that is satisfactory to us.

35. Intellectual Property. All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

36. *Indemnification.* You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

37. *Release.* You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

38. *No Waiver.* We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

39. *Exclusions of Warranties.* THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

40. *Limitation of Liability.* THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 28 AND 29 OF THE GENERAL TERMS ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL

CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

41. Additional Limits on Liability. Except to the extent required or provided in this Agreement or by Applicable Law, or as otherwise expressly provided in this Agreement, we shall not be liable for any Losses caused by any act or omission of any third party; for any charges imposed by any third party; or for any Losses caused by any failure of the hardware or software utilized by a third party to provide the Service to you.

We shall not be liable or responsible for damages incurred as a result of data supplied by you that is inaccurate, incomplete, not current or lost in transmission. It is understood that we assume no liability or responsibility for the inaccuracy, incompleteness or incorrectness of data as a result of such data having been supplied by you through data transmission.

We are not liable for failing to act sooner than required by this Agreement or Applicable Law. We also have no liability for failing to take action if we had discretion not to act.

We shall not be responsible for your acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or due authorization of any entry, funds transfer order or other instruction received from you) or the acts or omissions of any other person, including, without limitation, any Automated Clearing House processor, any Federal Reserve Bank, any financial institution or bank, any transmission or communication facility, any receiver or receiving depository financial institution, including, without limitation, the return of an entry or rejection of a funds transfer order by such receiver or receiving depository financial institutions, and no such person shall be deemed our agent. We shall be excused from failing to transmit or delay in transmitting an entry or funds transfer order if such transmittal would result in our having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In no event shall we be liable for any damages resulting from our action or inaction which is consistent with regulations issued by the Board of Governors of the Federal Reserve System, operating circulars issued by a Federal Reserve Bank or general banking customs and usage. To the extent required by applicable laws, we will compensate you for loss of interest on funds as a direct result of our failure to comply with such laws in executing electronic transfers of funds, if such failure was within our control.

42. Force Majeure. Neither party shall bear responsibility for non-performance of this Agreement to the extent that such non-performance is caused by an event beyond that party's control, including, but not necessarily limited to, fire, casualty, breakdown in equipment or failure of telecommunications or data processing services, lockout, strike, unavoidable accident, act of God, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order, decree or an emergency that prevents us or you from operating normally.

43. Documentation. The parties acknowledge and agree that all documents evidencing, relating to or arising from the parties' relationship may be scanned or otherwise imaged and electronically stored and the originals (including manually signed originals) destroyed. The parties agree to treat such imaged documents as original documents and further agree that such reproductions and copies may be used and introduced as evidence at any legal proceedings including, without limitation, trials and arbitrations relating to or arising under this Agreement.

44. Entire Agreement. You acknowledge and agree that this Agreement and any amendments hereto, and all other documents incorporated by reference therein, constitute the complete and exclusive

statement of the agreement between you and us with respect to the Service and supersede any prior oral or written understandings, representations and agreements between the parties relating to the Service.

Notwithstanding the foregoing, this Agreement is in addition to any other agreements and disclosures between you and us. Provisions in our other agreements and disclosures, including the Deposit Account Agreement applicable to your Account(s), may be revised from time to time and remain effective for all other aspects of the Accounts involved.

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and us, this Agreement will control on issues pertaining only to Online Banking and related services, including the Bill-Payment Service and eStatements. However, as a Consumer, the Electronic Fund Transfers Disclosure Statement included in your Deposit Account Agreement or otherwise received when you opened your Account (as the same may be amended from time to time) will control.

45. Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable as written, that provision shall be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended by the original provision, and the remaining provisions of this Agreement shall continue intact. In the event that any statute, regulation or government policy to which we are subject and that governs or affects the transactions contemplated by this Agreement would invalidate or modify any portion of this Agreement, then this Agreement or any part thereof shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and we shall incur no liability to you as a result of our compliance with such statute, regulation or policy.

46. Assignment and Delegation. We may assign any of our rights or delegate any of our responsibilities in whole or in part without notice to or consent from you. You may not assign, delegate or otherwise transfer your rights or responsibilities under this Agreement without our prior written consent, which consent we may grant or withhold in our sole discretion.

47. Non-waiver. No deviation from any of the terms and conditions set forth or incorporated in this Agreement shall constitute a waiver of any right or duty of either party, and the failure of either party to exercise any of its rights hereunder on any occasion shall not be deemed to be a waiver of such rights on any future occasion.

48. Enhancements. The Bank may introduce new services or enhance existing services from time to time. Unless stated otherwise, any new or enhanced services will be subject to the terms of this Agreement. By using new or enhanced services when they become available, you agree to be bound by the terms and conditions relating to such services.

49. Governing Law. Any claim, controversy or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with federal law and, to the extent not preempted or inconsistent therewith, by the laws of the State of Arkansas.

50. Attorneys' Fees. If any action is brought by either party against the other regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any relief granted, reasonable attorneys' fees, costs of court, expert witness fees and other expenses of action.

51. Beneficiaries. This Agreement is for the benefit only of the undersigned or otherwise designated parties hereto and is not intended to and shall not be construed as granting any rights to or otherwise benefiting any other person.

52. Recording of Communications. Except as otherwise required by Applicable Law, you agree that all telephone conversations or data transmissions between us or our respective agents made in connection with this Agreement may be recorded and retained by either party by use of any reasonable means.

53. *Relationship.* You and we are not, and your and our licensors are not, partners, joint venturers or agents of each other as a result of this Agreement.

54. *Headings and Captions; Interpretation.* The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof. The words “include” and “including” shall be interpreted as meaning “include without limitation” or “including without limitation.”

Definitions

Certain terms used in this Agreement are defined in the portion of this Agreement where they are used. The following terms are also used throughout this Agreement and have the meanings indicated below, unless otherwise specified in a particular section of this Agreement:

“Automated Clearing House” (or “ACH”) means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.

“Account(s)” means any Deposit Account(s) and/or Credit Account(s) that you may have with us.

“Account Agreement(s)” means the terms and conditions of any Credit Account Agreements, Deposit Account Agreements, Fee Schedule, and any other agreements, security instruments, disclosures, or other documents regarding your Credit Accounts and/or Deposit Accounts that you may have with us, each as may be amended from time to time.

“Affiliates” are companies related by common ownership or control.

“Agreement” means all terms and conditions defined in this Online Banking and Bill-Pay Services Agreement.

“Applicable Law” means federal laws and regulations and, to the extent not preempted by federal law, the laws of the State of Arkansas.

“Available Funds” means the balance in a Deposit Account, which includes collected funds on deposit plus any overdraft credit line balance associated with the Deposit Account.

“Bill-Payment Service” means the online bill-payment service offered by the Bank and any associated Service Provider as described in Part I of this Agreement.

“Business Day” means every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed. Saturday and Sunday are not Business Days for purposes of this Agreement, even if the Bank is open for any business on such days.

“Computer” means your computer or other Internet access device, any software, and the related equipment.

“Consumer” means a natural person that uses the Service for personal, family or household purposes.

“Credit Account(s)” means any line of credit, loan, mortgage, or other applicable open-end or closed-end credit that you maintain with us.

“Credit Account Agreement(s)” means collectively and as applicable, except as otherwise indicated in this Agreement, the promissory notes, credit agreements, mortgages, and any other documents, disclosures, or agreements that you execute or otherwise agree to that establish your rights and

responsibilities under, and otherwise provide the terms and conditions of, your Credit Accounts with us.

“Cut-Off Time” means, for purposes of the Bill-Payment Service, the time of day that Payments to be processed that day shall be processed, after which time the earliest possible Payment Date or Withdraw On Date and Due Date or Deliver By Date shall be calculated from the next Business Day.

“Deposit Account(s)” means any checking account, money market deposit account, savings account, certificate of deposit, or other eligible deposit account you may have with us.

“Deposit Account Agreement(s)” means collectively and as applicable, except where otherwise indicated in this Agreement, the Bank’s Personal Deposit Account Agreement and its Business Deposit Account Agreement and associated Fee Schedule and agreements governing certificates of deposit, each as amended from time to time. Information regarding the balance requirements and interest that may be earned on interest-bearing deposit account(s) may be found in your Deposit Account Agreements and related disclosures.

“Due Date” or “Deliver By Date” or “Delivery Date” means, for purposes of the Bill-Payment Service, the Business Day on which you schedule the Payment to be delivered to your Payee, unless this date falls on a non-Business Day, in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date you determine to be most appropriate to deliver payment to your Payee, considering such factors as the Payee-specified date payment due, grace period, late payment policy or late fee, and/or your knowledge of actual time required for the Payee to receive and process the payment and to credit your account with the Payee, and/or the urgency/criticality of payment delivery, as the case may be.

“Electronic Funds Transfer” (or “EFT”) are used as defined in the Electronic Funds Transfer Act and Bureau of Consumer Financial Protection Regulation E to mean an electronic transfer of funds initiated by a computer or similar device to or from a consumer’s Deposit Account, such as transfers through Online Banking, including the Mobile Banking Service.

“Eligible Transaction Account” is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.

“Enrollment Form” means your electronic “Auto Enroll” acceptance or paper enrollment form accepted by us that designates those of your Accounts that you wish to access using Online Banking and such additional services, including the Bill-Payment Service or e-Statements Service, that you request to use and we may approve from time to time.

“eStatements” means the online service offered by The Farmers & Merchants Bank permitting you to view your current Account statements for your Bank Accounts on a secure website as described in Part I of this Agreement.

“Fee Account” means, for purposes of the Bill-Payment Service, the checking or similar Account designated by you and from which we may automatically debit or otherwise collect all Bill-Payment Service fees.

“Fee Schedule” means, at any given time, our then current Service & Account Schedule of Fees applicable to the Deposit Account(s) opened by you and maintained with us, as well as those applicable to the Service. “Farmers & Merchants”, “we”, “our”, “us” or “Bank” refers to The Farmers & Merchants Bank.

"Funding Account" means, for purposes of the Bill-Payment Service, the checking or similar Account designated by you and from which we may debit or otherwise collect the funds necessary to remit the Scheduled Payment to the corresponding Payee, per your instructions.

"Internal Transfers" means electronic transfers of funds between your eligible Accounts at the Bank. "Losses" means any and all kinds of claims, fines, penalties, fees, costs, expenses, damages and liabilities including (without limitation) attorneys' fees and litigation costs.

"Merchant" means, for purposes of the Bill-Payment Service, any business Payee that you establish within the Bill-Payment Service for whom the Service Provider has established a business relationship expressly for the purpose of remitting Payments from the Bill-Payment Service.

"One-Time Payment" means, for purposes of the Bill-Payment Service, a Scheduled Payment that results in a single payment delivered to the Payee per your instructions.

"Online Banking" or the "Service" means the online banking service available from the Bank as described in above provisions of this Agreement, including mobile banking portions of the service.

"Payee" means, for purposes of the Bill-Payment Service, the individual, business or other entity to which you intend to send a payment through the Bill-Payment Service and for which you accurately provide and maintain the appropriate or required information such as name, bill remittance / payment delivery address, phone number, account number and account holder name; and to whom you authorize us to remit payments on your behalf through the Bill-Payment Service.

"Payee List" means, for purposes of the Bill-Payment Service, your personalized list of Payees maintained within the Bill-Payment Service from which you may select a Payee to receive a scheduled Payment.

"Payment" means, for purposes of the Bill-Payment Service, the specific single instance of a One-Time Payment or a specific instance of a Recurring Payment, as the case may be.

"Payment Amount" means, for purposes of the Bill-Payment Service, the monetary figure you specify in a Scheduled Payment, including the regular amount and the final amount of a Recurring Payment series, that the Bill-Payment Service shall remit to the Payee.

"Payment Date" or "Withdraw On Date" or "Withdrawal Date" means, for purposes of the Bill-Payment Service, the Business Day on which you schedule the Payment to be debited from your Funding Account, unless this date falls on a non-Business Day, in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date on which sufficient Available Funds must exist in the Funding Account.

"Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.

"Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.

"Privacy Policy" means our policy and disclosure regarding the personally identifiable information that we collect about you, and who we may share it with.

"Process Date" means, for the purposes of external transfers, the date that we originate transfer payments on your account. This is typically 1-2 business days prior to you receiving a credit or debit on your account at another financial institution.

"Recurring Payment" means, for purposes of the Bill-Payment Service, a Scheduled Payment that results in a series of payments delivered to the Payee at regular intervals per your instructions, and

shall continue to do so until you cancel it or until the maximum number of payments and/or final payment date that you specified is reached.

“Scheduled Payment” means, for purposes of the Bill-Payment Service, the payment instructions you establish within the Bill-Payment Service in order to properly direct funds from the Funding Account that you designate to the Payee that you designate.

“Service Provider” means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

“You” or “Your” means each Consumer that has enrolled in the Service. In addition, if you elect to receive Bill-Payment Services or e-Statements, “you” and “your” refer to each person who accepts the Enrollment Form for those services or is otherwise authorized to use those services.

ONLINE BANKING SERVICE USE AND FEATURES

This section of the Agreement described the general features, terms and conditions of Online Banking applicable to Consumers, except as otherwise expressly indicated.

Eligibility. You are eligible to use Online Banking if you maintain an open Account (checking, savings, certificate of deposit and/or consumer loan) and have executed this Agreement, and if we have otherwise approved your use of the Service, as described further below.

Access. To use Online Banking, you must have a Computer or a mobile Internet-enabled access device (hereinafter referred to as a “Mobile Device”). You must also have access to the Internet and an email address. To register for the Service, you must complete an enrollment and/or other set-up process and associated form(s) and be approved by us in our sole and exclusive discretion. Your enrollment in Online Banking will, subject to other terms of this Agreement, enable you to use all features of the Service, and access Accounts that you have designated through and that are eligible for access with Online Banking. You can also request to add or remove an Account by submitting a secure message through Online Banking.

To access the Online Banking, you must use the identification number (Farmers & Merchants Online Banking ID) and/or other means of access we establish or provide for your Farmers & Merchants Online Banking Customer Account, together with a Farmers & Merchants Online Banking PIN/password.

For security purposes, you are required to change your password upon your initial login to Online Banking. You determine what password you will use. The identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. **PLEASE NOTE THAT YOU SHOULD NOT DISCLOSE YOUR ONLINE BANKING ID, LOGIN, PIN OR PASSWORD TO ANYONE.**

If you share your password with anyone, they will have all access rights to all Accounts at the Bank owned by you, either individually or jointly. We recommend that your password should not be associated with any commonly known personal identification, such as social security number, address, date of birth and names of children. Your password should be memorized rather than written down. Upon three unsuccessful attempts to use your password, your access will be revoked. To re-establish your authorization to use Online Banking, you must contact us to have your password reset.

You must be a principal owner of the Account. Notwithstanding any instructions contained on the signature card for your Account, you understand and agree that access to your account via Online

Banking is granted by Farmers & Merchants Banking IDs and PIN/passwords that can be re-entered by a single individual. You should not designate any Account that requires more than one signature for withdrawals. However, if you do so designate such an Account, you agree that transactions made via Online Banking by use of a Farmers & Merchants Banking IDs and PIN/password are authorized.

Subject to Applicable Law, and at our sole discretion, we reserve the right to modify, suspend, or terminate access to the Service at any time without notice or refund of previously incurred fees. You authorize us, at our election and as permitted by Applicable Law, directly or through an agent, to obtain your credit report in connection with your request for use of Online Banking and, in our sole discretion, thereafter from time to time, in connection with your use of the Service. We may limit your access to the Service or the dollar amount and/or frequency of your transfers and payments based on your credit report and/or review of other risk factors.

Accessibility. Online Banking is generally available seven (7) days a week, twenty-four (24) hours a day. However, the Bank only processes transactions, payments, and update information on Business Days, which are every day except Saturday, Sunday, and federal banking holidays.

Online Banking support hours are 8:00 a.m. to 5:00 p.m. Central Time each Business Day.

Some or all features of Online Banking may not be available from time to time due to problems arising in connection with transmissions over the Internet, as well as emergency or scheduled system maintenance. You may not be able to access Online Banking during these downtimes and we will post a notice of any extended periods of non-availability on the Online Banking site.

An electronic payment initiated through Online Banking Bill Pay by 1:00 p.m. Central Time on a Business Day will be posted to your account the same day. All electronic payments entered after 1:00 p.m. Central Time on a Business Day or any time on a Saturday, Sunday, or holiday may not be posted until the next Business Day.

A transfer initiated through Online Banking by 5:00 p.m. Central Time on a Business Day will be posted to your account the same day. All transfers initiated after 5:00 p.m. Central Time on a Business Day or any time on a Saturday, Sunday or holiday may not be posted until the next Business Day.

Please note that payments or transfers made using the Bank's Bill-Payment Service via paper check will be made within 5-to-10 Business Days (note that additional fees may apply in certain circumstances (next-day service, etc.)).

Features. By enrolling in Online Banking, you will have access to the Service's basic features, which allow you to:

- View your current balance, Account history and transaction information on your Accounts;
- Perform Internal Transfers between certain Account(s) you have with us on either a one-time or recurring basis;
- Perform certain External Transfers (via TransferNow, ACH or Zelle) between your Account(s) with us and accounts at other financial institutions on either a one-time or recurring basis;
- Stop payment of checks you have written;
- Download and/or export Account history information for use with other systems such as Quicken® and QuickBooks®;
- View check images;
- Perform self-service Account maintenance such as updating your email, re-ordering checks, ordering copies of paid checks, requesting copies of monthly checking or saving statements, and changing address and phone information;

- Set-up Account alerts;
- Receive electronic Account statements;
- Send secure messages to us regarding the Service;
- Pay bills using the Bill-Payment Service;
- Use your Mobile Device to perform certain Mobile Banking Service functions;
- Use your Mobile Device to perform certain Mobile Check Deposit Capture Service; and
- Some of the above features may not be available for certain Accounts or customers. Additional information regarding some but not necessarily all of the above features is provided below.

For certain Accounts accessible through our Service, you will only have the ability to view certain loan information and will not be able to engage in online transactions at this time. Additional electronic banking services may be added by us from time to time in our sole discretion. By using these additional services when they become available, you agree to be bound by the terms and conditions associated with such services, as such terms and conditions are provided to you by us.

The use of certain features or modules related to the Service may incur fees or other charges. Please see our Fee Schedule for further information.

Amounts and Frequency Limits for Online Banking and Mobile Banking Transactions. The number of transfers from Accounts and the amounts which may be transferred via Online Banking, including via the Mobile Banking Service, are limited pursuant to the terms of the applicable Deposit Account Agreement and as otherwise described in this Agreement or in other communications we may provide to you. You understand that those limits include federal restrictions on the number of Internet (via Computer or Mobile Device) transfers from savings Deposit Accounts (including money market Accounts) processed in a statement cycle. For a more detailed description of the limits on such Internet transfers, please refer to the applicable Deposit Account Agreement.

Internal Transfers. Internal Transfers (transfers between your eligible Accounts with the Bank) may be processed as follows:

- Recurring Transfers. If you designate an Internal Transfer as a recurring transfer, you may request, and we will use, a Scheduled Initiation Date that re-occurs on a specified regular basis (e.g., weekly, semi-monthly, monthly, etc). You will designate a “start date”. You must have sufficient Available Funds by midnight of the night before the Scheduled Initiation Date; however, funds will be deducted from your designated Account on the Scheduled Initiation Date. Recurring transfers may be canceled up to the established funds transfer cut-off time displayed in Online Banking in advance of the Scheduled Initiation Date.
- One-Time Transfers. One-time transfers and payments are used for transfers and payments between eligible Accounts which occur on an infrequent or irregular basis, or which vary in amount. To have a transfer processed on the same Business Day, we must receive your instructions before the established funds transfer cut-off time displayed in Online Banking and/or as otherwise set forth in this Agreement. You must have sufficient Available Funds (either in the Account or via an overdraft line of credit) on the day and at the time you request a same-day one-time transfer. Same-day one-time transfers may not be canceled for any reason once the transaction has been approved by us. You may also request that a transfer be made on a future date that you may designate which is in advance of the Scheduled Initiation Date. The “Scheduled Initiation Date” will be the effective date you enter, or the next Business Day should the effective date fall on a weekend or holiday. If you request a transfer for a future date, we process the transaction at the opening of business on that day only if it is a Business Day; otherwise, the transaction will be processed on the following Business Day. If we receive your instruction after the end of a Business Day, we will process the transaction on our next Business Day. If you designate an Internal Transfer for a future date, you must have sufficient Available

Funds by midnight of the night before the Scheduled Initiation Date; however, funds will be deducted from your designated Account on the Scheduled Initiation Date. Scheduled future Internal Transfers may be cancelled up to the established funds transfer cut-off time displayed in Online Banking in advance of the Scheduled Initiation Date.

- Limits on Internal Transfers. In addition to the Available Funds requirements and other limits described in this Agreement generally, please see the applicable Deposit Account Agreement for a more detailed description of limits on Internal Transfers.
- Internal Transfers Setup.
 - Account Designation. You will designate Accounts between which you may transfer funds electronically through Online Banking. All of these Accounts must be in your name (as owner or co-owner) and be eligible for Internal Transfers. Eligible Accounts for Internal Transfers include checking, money market, savings and loan accounts.
 - Funds Availability. Although you receive immediate provisional credit upon completion of an Online Banking session for same-day one-time transfers made during the session, you must make Internal Transfers by the established funds transfer cut-off time displayed in Online Banking for those funds to be posted on an Account on the same Business Day and to be available for non-Online Banking Service transactions. Internal Transfers designated as same-day one-time transfers made after the established funds transfer cut-off time displayed in Online Banking on a Business Day or on a weekend or holiday will be available for the payment of non-Online Banking Service transactions on the following Business Day.
- Canceling or Modifying Internal Transfers. In order to cancel or change a scheduled transaction that is a future-dated or a recurring Internal Transfer, you may use Online Banking or the Mobile Banking Service and follow the instructions provided to you, all in accordance with the Service's deadlines for cancellation or modification as described therein.
- Internal Transfers and Available Funds. You agree to have Available Funds on deposit in the Account you have designated in amounts sufficient to pay for all Internal Transfers requested, as well as any other payment obligations you have to us. If Internal Transfers process against any uncollected deposit, uncollected balance or otherwise insufficient Available Funds in your Account, YOUR ACCOUNT WILL BE ASSESSED AND CHARGED THE APPROPRIATE OVERDRAFT, UNCOLLECTED OR RETURNED ITEM INSUFFICIENT CHARGE. Please see our current Fee Schedule for the current amounts of these charges. We reserve the right, without liability, to reject or reverse an Internal Transfer, as applicable, if you fail to comply with this requirement or any other terms of this Agreement.

If you do not have sufficient Available Funds in your designated Account and we have not exercised our right to reverse or reject an Internal Transfer, as applicable, you agree to pay for such payment obligations on demand. You further agree that we may, at our option, charge any of your Accounts with us to cover such payment obligations.

Electronic Statements ("eStatements") Service. This section describes the terms and conditions applicable to our eStatements Service. Once enrolled in Online Banking, you may use this Service to view your current Account statements for your Deposit Accounts on a secure website.

- Consent and Authorization for Electronic Transmission of Account Statements. You understand that pursuant to your Account Agreement(s) with us, you may be entitled to receive periodic Account statements in connection with your Accounts, such as checking Deposit Account statements ("Account Statements"). We may deliver these Account Statements to you by paper or electronically, in accordance with Applicable Law. If you

opt to receive Account Statements electronically, then we may elect to discontinue sending you paper Account Statements. Any changes you make may not take effect until after the end of the current Account Statement cycle, and notwithstanding your election to receive electronic Account Statements, we may continue to send you paper Account Statements.

- Authorization. As a condition of using eStatements, you represent to us and further agree that if the Account used to access eStatements is a joint Account, you are an owner or holder of the joint Account and your election to use eStatements for the Account has been authorized by each of the joint accountholders. All joint accountholders on the Account are legally bound by these terms and conditions.
- Termination of eStatements. Your election to receive subsequent Account Statements electronically is voluntary and may be terminated at any time. Subject to our confirmation of your request, such termination shall become effective no later than fifteen (15) calendar days after receipt by us. Upon termination, you will no longer have access to your Account Statements online and you will receive all Account Statements in paper form via postal mail service, subject to any fee as set forth in the Fee Schedule.
- Valid Email Address Required. You must maintain a valid, active email address to use eStatements. You must promptly notify us of any change in your email or postal address by contacting us through "Secure Messaging" within Online Banking. We are not liable for any third-party-incurred fees, other legal liability, or any other issues or liabilities arising from eStatements or notifications sent to an invalid or inactive email address or postal address that you provided.
- Paper Statements. You may also request a paper copy of any periodic regular Account Statement. A fee may be charged for any such paper copies in accordance with the Fee Schedule.
- Changes. Your Online Banking payments and transfers will be indicated on the monthly or quarterly statements that the Bank provides or makes accessible to you. You agree to notify the Bank promptly if you change your address or if you believe that there are any errors or unauthorized transactions on any eStatement or statement information.

As further set forth in this Agreement, you acknowledge and agree that we reserve the right to change the terms and conditions of this section as it pertains to eStatements at any time. We will notify you in accordance with this Agreement. Accessing your eStatements after you receive any notice of change will constitute your acceptance and agreement to each such change. We reserve the right to discontinue the eStatements Service at any time.

Mobiliti Mobile Banking Service. Once you have enrolled in Online Banking, you may use our Mobile Banking Service to access financial services and products and the functions now, or in the future, made available by us, using a Mobile Device. Not all Accounts are available through the Mobile Banking Service, and not all features of the Mobile Banking Service may be available. To use the Mobile Banking Service, you must: (a) have a Mobile Device, which may be a mobile phone, tablet or other equipment with the mobile carrier, operating system, data plan, software and hardware supported by us now or in the future, and (b) register while logged in to your subscription to Online Banking by logging in at: www.GoFM.bank and choosing "*enroll in Internet banking*" or by logging in with your existing Internet banking account information to sign up for FM Mobile Banking login area.

Although the Mobile Banking Service is phone device agnostic, the enrollment process may require you to provide information about the Mobile Device that you will generally use for the Mobile Banking Service, as well as the telephone number for your Mobile Device, the telecommunications carrier that provides service to your Mobile Device, and your email address. Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. Once you register your Mobile Device and your enrollment is otherwise complete, you can start using the Mobile Banking Service. If you use a handheld mobile device other than your Mobile Device to access the Mobile Banking Service, all SMS text messages originating from the Mobile Banking Service will be sent to the Mobile Device you entered when registering for the Mobile Banking Service.

It is your responsibility to provide us with accurate, complete and current information about you and your Mobile Device (including its telephone number, the telecommunications carrier, and your email address), and to notify us immediately if any of this information changes or if service to your Mobile Device is terminated. We reserve the right to refuse or cancel your registration for the Mobile Banking Service if we cannot verify information about you and/or your Mobile Device.

Mobile Banking Service Formats. As further described below, the Mobile Banking Service permits you to use a Mobile Device to perform certain transactions associated with your eligible Accounts with us (hereinafter, each a “Mobile Banking Account”). The Mobile Banking Service may be provided in one or more formats or mechanisms, including without limitation, as well as via the mobile web or the downloadable application (further described below and hereinafter referred to as “Mobile Banking”). Not all methods will be available on all Mobile Devices. If you use the Mobile Banking Service in the form of SMS messages, you are solely responsible for the content of and the mis-delivery of any SMS text messages. You agree to provide accurate source indication (i.e. the Mobile Device’s mobile phone number for SMS messages) of any SMS messages sent by you. YOU ACKNOWLEDGE THAT THESE MESSAGES MAY INCLUDE INFORMATION THAT IS CONSIDERED CONFIDENTIAL UNDER FEDERAL AND STATE LAW, AND SOMEONE WHO HAS ACCESS TO YOUR SMS HISTORY OR EMAIL ACCOUNT MAY BE ABLE TO VIEW THE CONTENT.

Mobile Banking Service Transactions. You may use the Mobile Banking Service to initiate the following types of transactions to or from your Mobile Banking Accounts through your Mobile Device (each, a “Mobile Banking Transaction”):

- View limited transaction history: to view balances and recent transactions, as well as search for recent transactions (e.g., by date, amount, and check number) for your Mobile Banking Accounts.
- Make One-Time Same-Day or Future-Dated Internal Transfers Between Your Mobile Banking Accounts: To make immediate or future-dated, one-time Internal Transfers of funds between your Mobile Banking Accounts, as further described in and in accordance with the INTERNAL TRANSFERS section of this Agreement. For security reasons, we may limit the frequency and dollar amount of Internal Transfers made via the Mobile Banking Service, as further described in the INTERNAL TRANSFERS section of this Agreement. You may make recurring Internal Transfers via the Mobile Banking Service.
- Make One-Time Same-Day or Future-Dated External Transfers Involving Your Mobile Banking Accounts: To make immediate or future-dated, one-time External Transfers of funds involving your Mobile Banking Accounts, as further described in and in accordance with the EXTERNAL TRANSFERS section of this Agreement. For security reasons, we may limit the frequency and dollar amount of Internal Transfers made via the Mobile Banking Service, as further described in the EXTERNAL TRANSFERS section of this Agreement. You may make recurring External Transfers via the Mobile Banking Service.
- Cancel One-Time Future-Dated Internal Transfers or External Transfers: To cancel future-dated, one-time Internal Transfers or External Transfers involving your Mobile Banking Accounts, as further described in and in accordance with the INTERNAL TRANSFERS section and the EXTERNAL TRANSFERS section of this Agreement, respectively.
- Initiate Bill-Payment Transactions: If you are enrolled in our Bill-Payment Service, you may use the Mobile Banking Service to pay a bill from the Account that you have designated as your Funding Account under the terms of our Bill-Payment Service as further described in and in accordance with the BILL-PAYMENT SERVICE section of this Agreement. Each Payment that you initiate through your Mobile Device will be considered a “Mobile Bill-Payment Transaction.” You may also use the Mobile Banking Service to view, edit and delete pending Mobile Bill-Payment Transactions and Payments initiated through Online Banking. You must maintain your Funding Account in good standing with us in order to perform Mobile Bill-Payment Transactions. If your Funding

Account is closed for any reason, we will suspend or terminate your right to engage in Mobile Bill-Payment Transactions. For security reasons, we may limit the frequency and dollar amount of Mobile Bill-Payment Transactions from your Funding Account. You may initiate a Mobile Bill-Payment Transaction to any new Payees that are not currently on your Payee list as established pursuant to our BILL-PAYMENT SERVICE terms and conditions. You may establish (or delete or edit any pending) recurring Payments through the Mobile Banking Service.

- Receive and/or View Account and Security Alerts: Receive certain Account and security alerts via SMS text message, and/or view such alerts via Mobile Banking, as further described in the ALERTS section of this Agreement.
- Send Secure Messages to Us: Send secure messages to us regarding Online Banking or the Mobile Banking Service.
- Other Features: To find our ATMs and branch locations, and to “Get Help” for other questions and inquiries associated with Online Banking or the Mobile Banking Service.

Limitations on Mobile Banking Transactions.

- **Regulatory Limits:** Because regulations require us to limit certain types of transfers from your savings and money market Accounts, the limitations set forth in the LIMITS ON AMOUNTS AND FREQUENCY OF ONLINE BANKING AND MOBILE BANKING TRANSACTIONS section of this Agreement apply to the Mobile Banking Service.
- **Dollar and Frequency Limitations on Transfers and Transactions.** In addition to regulatory limits, we reserve the right to limit the frequency and dollar amount of Internal Transfers, External Transfers and/or Mobile Bill-Payment Transactions initiated via your Mobile Device for security reasons. Those limits are the same as and will be combined with those that apply to transactions initiated via Online Banking, as further described in and in accordance with the INTERNAL TRANSFERS section, EXTERNAL TRANSFERS section and BILL-PAYMENT SERVICE section of this Agreement, respectively.
- You may make multiple transfers per day, subject to the limits set forth above and in the INTERNAL TRANSFERS section, EXTERNAL TRANSFERS section and BILL-PAYMENT SERVICE section of this Agreement, respectively.
- **Mobile Device Limitations.** The Mobile Banking Service and some Mobile Banking Transactions may not be available on all types of Mobile Devices. You also understand and agree that the Mobile Banking Service may not be accessible or may have limited utility over some mobile networks, such as while roaming.

Standard Messaging Service Charges. Any fees and charges that may apply to the Mobile Banking Service will be set forth in our Fee Schedule and are separate and apart from any other charges that may be assessed by the provider of your mobile communication services (“Carrier”) for text messages sent to or from us. You understand that the standard data and text messaging rates charged by the Carrier providing service for your Mobile Device apply when you use your Mobile Device to enroll in and use the Mobile Banking Service.

Your Responsibilities. You represent and agree to the following by enrolling in or using the Mobile Banking Service:

- Account Ownership/Accurate Information. You represent that you are the legal owner of the Accounts and other financial information which may be accessed via the Mobile Banking Service. You represent and agree that all information you provide to us in connection with the Mobile Banking Service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using the Mobile Banking Service. You agree not to misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate.

- User Security. You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using the Mobile Banking Service. You agree not to leave your Mobile Device unattended while logged into the Mobile Banking Service and to log off immediately at the completion of each access by you. You agree not to provide your Login ID, password or other access information to any unauthorized person. If you permit other persons to use your Mobile Device, login information, or other means to access the Mobile Banking Service, you are responsible for any transactions they authorize. We will not be liable for any damages resulting from your failure to follow the above precautions. You agree not to use any personally identifiable information when creating shortcuts to your Account. We make no representation that any content or use of the Mobile Banking Service is available for use in locations outside of the United States. Accessing the Mobile Banking Service from locations outside of the United States is at your own risk.
- User Conduct. You agree not to use the Mobile Banking Service or the content or information delivered through the Mobile Banking Service in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in any software associated with the Mobile Banking Service; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Mobile Banking Service to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to the Mobile Banking Service; (i) interfere with or disrupt the use of the Mobile Banking Service by any other user; or (j) use the Mobile Banking Service in such a manner as to gain unauthorized entry or access to the computer systems of others.

Optional Account Alerts. The Service provides optional, voluntary Account and security alerts associated with certain modules of Online Banking and the Mobile Banking Service that must be activated by you. We may add new alerts from time to time, or cancel old alerts. Each alert has different options available, and you may select from among these options upon activation of your alerts service. Voluntary alerts are subject to the following:

- Electronic alerts will be sent to the phone number(s), email address(es) or Mobile Device(s) identified by you via Online Banking or on enrollment and/or set-up form(s). If your phone number(s), email address(es) or Mobile Device(s) changes, you are responsible for updating that information via Online Banking, and such change(s) will apply to all of your alerts.
- You understand and agree that your alerts may be delayed or prevented by a variety of factors. We will use commercially reasonable efforts to provide alerts in a timely manner with accurate information. We neither guarantee the delivery nor the accuracy of the contents of any alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance of an alert. You agree that we are not responsible for any costs or fees incurred as a result of alerts directed by you.

Alerts are not encrypted. We will never include your Login ID or password or full Account number(s). However, alerts may include your name and some information about your Accounts, depending upon your selection of specified alerts.

Description of Mobile Text Banking Commands. Listed below are the Mobile Banking commands available for your use with Mobile Banking. We may change these command descriptions from time to time:

- **BAL**- Returns Balance of default account
- **BAL ALL**- Balances of all enrolled account
- **BAL <alias>**- Balance for specific account
- **ACT**- Returns last 5 transactions of default account
- **ACT <alias>**- Returns last 5 transactions for specific account
- **HIST + texting nickname** (ex. HIST C1)
- **ATM + street or ZIP**
- **BRANCH + street or ZIP**
- **HELP**- Returns general help information
- **CMD**- Returns list of valid commands

Mobile Check Deposit Capture Service. The Mobile Check Deposit Capture Service (“Mobile Deposit”) is designed to allow you to make deposits of paper checks (“Original Checks”) to your checking, savings or money market savings Accounts with Bank (“Mobile Deposit Accounts”) from home or other remote locations by using your eligible camera-enabled Mobile Device to capture images of the Original Checks and transmitting the digital images and associated deposit information (“Images”) to us or our third-party processor (“Processor”) with your Mobile Device. You must be a user of the Bank’s Mobile Banking Service to use Mobile Deposit.

Enrollment. To enroll in Mobile Deposit, you must contact the Bank to request this service. In order to use Mobile Deposit, you must: (a) have one or more eligible Deposit Accounts with us, (b) have an eligible Mobile Device, and (c) be a user of the Mobile Banking Service. Only certain camera-enabled Mobile Devices may be used with Mobile Deposit, as specified by us from time to time. The enrollment process may require you to provide information about the Mobile Device that you will use for Mobile Deposit, as well as the telephone number for your Mobile Device, the telecommunications carrier that provides service to your Mobile Device, and your email address. Use of Mobile Deposit requires identification of your banking relationship with us as well as verification of your Mobile Device. If you use a handheld mobile device other than your Mobile Device to access Mobile Deposit, any SMS text messages originating from Mobile Deposit will be sent to the Mobile Device you entered and verified when registering for Mobile Deposit.

It is your responsibility to provide us with accurate, complete and current information about you and your Mobile Device (including its telephone number, the telecommunications carrier, and your email address), and to notify us immediately if any of this information changes or if service to your Mobile Device is terminated. We reserve the right to refuse or cancel your registration for Mobile Deposit if we cannot verify information about you and/or your Mobile Device. We also reserve the right to cancel your registration for Mobile Deposit in the event of fraud related to any of your accounts with us.

Charges for Mobile Deposit. While we currently do not charge for Mobile Deposit, you agree to pay for any future charges we may assess for Mobile Deposit in accordance with our current Fee Schedule, as amended from time to time, or you may elect to terminate Mobile Deposit. We will advise you of any fee changes prior to implementing them to the extent and as required by applicable law. You authorize us to automatically charge your primary checking Account for all such fees incurred in connection with Mobile Deposit. In the future, we may add to or enhance the features of Mobile Deposit. By using such added or enhanced features, you agree to pay for them in accordance with our Fee Schedule.

Deposit Limits. We may establish daily and/or monthly limits on the dollar amount and/or number of items or deposits from time to time. 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.

Eligible Items. You hereby agree that you will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"). You agree that the Image of the check that is transmitted to the Bank (each such check and other item is referred to in this section as a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code of the State of Arkansas. You also acknowledge and agree that Mobile Deposits that you make using this service are not "Electronic Fund Transfers" as that term is defined in Bureau of Consumer Financial Protection Regulation E.

You further agree that you will not use Mobile Deposit to deposit any Checks or other items (considered ineligible or "Prohibited Checks") that:

- any payable to any person or entity other than yourself or otherwise to the owner of the account that the item is being deposited into;
- are drawn, or otherwise issued, by you on any of your Mobile Deposit Accounts maintained at another financial institution;
- are prohibited by Bank's then current procedures pertaining to Mobile Deposit or are in violation of any law, rule or regulation;
- you know or suspect, or should know or suspect, are altered on the front of the item, fraudulent or otherwise not authorized by the owner of the Mobile Deposit Account on which the Checks are drawn;
- have not been previously endorsed by a bank and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without Bank's prior written consent;
- are drawn on financial institutions that are located outside of the United States or Territories of the United States;
- are payable jointly, unless deposited into a deposit Account in the name of all payees;
- are remotely created checks, as defined in Reg CC, or are remotely created payment orders;
- are not payable in United States currency;
- are dated more than six (6) months prior to the date of deposit;
- have any endorsement on the back other than that specified in this section;
- have previously been submitted through Mobile Deposit or through a remote deposit capture service offered at any other financial institution;
- money orders; or
- are not acceptable to Bank for deposit into a deposit Account as provided in the Account Agreement.

If you deposit a Prohibited Check, you agree to indemnify and reimburse the Bank for, and hold the Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) that the Bank may incur associated with any warrant, indemnity or other claim related thereto. Furthermore, if, after first having obtained the Bank's written consent to do so, you provide the Bank with an electronic representation of a substitute Check for deposit into a Mobile Deposit Account instead of an Original Check, you agree to indemnify and reimburse the Bank for, and hold the Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) the Bank incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

Requirements. You understand you must, and hereby agree, at your sole cost and expense, to use a Mobile Device that meets all technical requirements for the proper delivery of Mobile Deposit and that fulfills your obligation to obtain and maintain secure access to the Internet. You understand and agree

you may also incur, and shall pay, any and all expenses related to the use of Mobile Deposit, including, but not limited to, telephone service or Internet service charges. You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of Mobile Deposit. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with Mobile Deposit and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements. The Bank is not responsible for, and you hereby release the Bank from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet. The Bank is not responsible for, and you hereby release the Bank from, any and all claims or damages resulting from, or related to, defects in or malfunctions of your Mobile Device and/or any associated hardware or software, or failures of or interruptions in any electrical, telephone or Internet services. The Bank hereby advises you, and you hereby agree to scan its Mobile Device and/or any associated hardware or software on a regular basis using a reliable virus detection product in order to detect and remove viruses.

Each Image must provide all information on the front and back of the Original Check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the Original Check, MICR information, signature(s), any required identification written on the front of the Original Check and any endorsements applied to the back of the Original Check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve System, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the Check within 1 ½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and "MOBILE DEPOSIT FM BANK," or as otherwise specified by us from time to time. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A Check payable to two payees must be endorsed by both payees. If the Check is payable to you or your joint owner, either of you can endorse it. If the Check is made payable to you and your joint owner, both of you must endorse the Check and it must be deposited into a Mobile Deposit Account owned by both of you.

Receipt of Deposit. All Images processed for deposit through Mobile Deposit will be treated as "deposits" under the Account Agreement and this Agreement. When we receive an Image, we will attempt to confirm receipt via a confirmation email, if you have elected this option and provided us with your email address when you make the deposit. We shall not be deemed to have received the Image for deposit until we have confirmed receipt. Confirmation does not mean that the Image contains no errors. Notwithstanding the fact that we have accepted a Mobile Deposit for processing, any credit made to your Mobile Deposit Account shall be provisional, and you shall remain liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against us.

We shall have no liability to you for the rejection of a Mobile Deposit or the Images or other information contained therein or for our failure to notify you of such rejection. We are not responsible for any Image that we do not receive.

Following receipt, we may process the Image by preparing a "substitute check" or clearing the item as an Image.

If an email address is on file with us, you will receive an email stating whether the deposit was "accepted" or "rejected." If no email is on file with us, then a notification email of "accepted" or "rejected" will be retained in the customer's Online Banking profile.

We reserve the right, at our sole and absolute discretion, to reject any Image for remote deposit into your Mobile Deposit Account. We will notify you of rejected Images by phone, email or other means.

Retention of Original Checks. After you receive confirmation that we have received an Image, you must securely store the Original Check for fourteen (14) calendar days after transmission to us and make the Original Check accessible to us at our request. Upon our request from time to time, you will deliver to us within two (2) Business Days, at your expense, the requested Original Check in your possession. If not provided in a timely manner, such amount will be reversed from your Mobile Deposit Account. Promptly after such period expires, you must destroy the Original Check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an Original Check, the Image will be the sole evidence of the Original Check.

You agree that you will never deposit the Original Check or present the Original Check to us or anyone else for payment. You understand that you are responsible if anyone is asked to make a payment based on an Original Check that has already been paid.

Returned Deposits. Any credit to your Mobile Deposit Account for Checks deposited using Mobile Deposit is Provisional. As used herein, "Provisional" means that the credit is made to your Mobile Deposit Account subject to final payment of the Checks and subject to the terms of the Account Agreement. If Original Checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the Image, you agree that an Original Check will not be returned to you, but that we may charge back the amount of the Original Check and provide you with an Image of the Original Check, a paper reproduction of the Original Check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an Original Check if it has been charged back to you.

We may debit any of your Accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

Your Warranties. You make the following warranties and representations with respect to each Image:

- Each Image is a true and accurate rendition of the front and back of the Original Check, without any alteration, and the drawer of the Check has no defense against payment of the Check.
- The amount, payee(s), signature(s), and endorsement(s) on the Image and on the Original Check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the Original Check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Original Check or a paper or electronic representation of the Original Check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate Images of the Original Check.
- The Original Check was authorized by the drawer in the amount stated on the Original Check and to the payee(s) stated on the Original Check.
- You are authorized to enforce and obtain payment of the Original Check.
- You have possession of the Original Check and no party will submit the Original Check for payment.

With respect to each Image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files

and Images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Compliance with Law. You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You agree to comply with all existing and future operating procedures used by the Bank for processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting Checks and items, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and any clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. These procedures, rules, and regulations (collectively the “Rules”) and laws are incorporated herein by reference. In the event of conflict between the terms of this section and the Rules, the Rules will control.

Mobile Deposit Unavailability. Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit Original Checks at our branches or by mailing the Original Check to: 708 S. Main Street, P.O. Box 1010, Stuttgart, Arkansas 72160. You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature you sustain as the result of your inability to use the Mobile Deposit.

Funds Availability. The cut-off time applicable to Mobile Deposit is Monday through Friday at 5:00 p.m. Central Time (“CT”). Mobile Deposits confirmed as received before 5:00 p.m. CT on Monday through Friday will be considered deposited on that day. Mobile Deposits confirmed as received after 5:00 p.m. CT and deposits confirmed received on a Saturday, Sunday or holiday at any time will be considered deposited on the next Business Day as defined in your Account Agreement. Funds from Mobile Deposits will generally be available to you in accordance with our standard funds availability policy. Bank may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as the Bank, in its sole discretion, deems relevant.

Mobile Deposit Security. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your Mobile Device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. By using Mobile Deposit, you accept the risk that an item deposited through Mobile Deposit will be intercepted or misdirected during transmission. The Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such transmission errors. You will notify us immediately by telephone at 1-877-889-0100, between the hours of 8:00 a.m. and 5:00 p.m. (CT), Monday through Friday, if you learn of any loss or theft of Original Checks. You will ensure the safety and integrity of Original Checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this section.

Your Responsibility. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the Image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible Image to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable Images to us.

You agree to notify us of any suspected errors regarding items deposited through the Service right away, and in no event later than 60 days after the applicable Account statement is sent or otherwise made available. Unless you notify us within 60 days, such statement regarding all deposits made through Mobile Deposit shall be deemed correct, and you are precluded from bringing a claim against Bank for such alleged error.

Your Indemnification Obligation. You understand and agree that you are required to indemnify us and hold us harmless, including our affiliates, officers, employees and agents against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses arising from your use of Mobile Deposit and/or breach of this section. You understand and agree that this paragraph shall survive the termination of this Agreement.

You also understand and agree that you are required to indemnify our technology partners or Processor, and hold harmless our Processor from and against any third-party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorneys' fees and expenses, arising from such claims, to the extent such claim is related to the Bank or your use of Mobile Deposit, our Processor's applications, unless such claim directly results from an action or omission made by our Processor in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

Cooperation with Investigation. 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 Mobile Deposit in your possession and your records relating to such items and transmissions.

Ownership and License. You agree that the Bank and/or its service provider(s) retain all ownership and proprietary rights in Mobile Deposit, associated content, technology and website(s). Your use of Mobile Deposit is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, your breach of this section or the Agreement immediately terminates your right to use Mobile Deposit. Without limiting the restriction of the foregoing, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Mobile Deposit, copy or reproduce all or any part of the technology or Mobile Deposit; or interfere, or attempt to interfere, with the technology or Mobile Deposit. We and our technology partners or Processor retain all rights, title and interests in and to Mobile Deposit, software and developments made available to you.

Disclaimer of Warranties. YOU AGREE THAT YOUR USE OF MOBILE DEPOSIT 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 MOBILE DEPOSIT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT MOBILE DEPOSIT WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN MOBILE DEPOSIT OR TECHNOLOGY WILL BE CORRECTED.

Suspension and Termination. In addition to any other provision in this Agreement or the Account Agreement on the subject, the Bank may, in its sole discretion and without prior notice to you unless otherwise required by Applicable Law, elect to suspend or terminate your use of Mobile Deposit (i) if you or we close the Account(s) established in connection with Mobile Deposit, (ii) if we reasonably suspect that you have engaged in fraud or other abuse with regard to Mobile Deposit, (iii) in the event of a material breach in the performance or observance of any term, or breach of any representation or warranty, by you, (iv) if we believe immediate action is required for the security of your or the Bank's funds, or (v) if we reasonably believe that the continued provision of Mobile Deposit would violate federal, state or local laws or regulations, or would subject Bank to unacceptable risk of loss. Notwithstanding any termination, this section and the Agreement shall remain in full force and effect with respect to all transactions initiated prior to such termination.

Stop Payment. You may use Online Banking to initiate an electronic stop payment request for any check written on your Accounts, including those issued via the Bill-Payment Service. You agree to provide all required information relating to stop payment requests. If you fail to provide us with complete information or if the information you provide is incorrect, you agree that we shall not be responsible for any failure to stop payment on such item. You understand that if the stop payment request comes too late for us to have a reasonable time to act on it prior to paying, settling for, posting or becoming accountable for the check described in the request, then your stop payment request shall be of no effect. You agree not to make a claim against us if the check is paid through inadvertence, accident, oversight or if we are required to pay such check by a holder in due course or if by reason of such payment, other items drawn on your Account(s) are returned insufficient.

You agree to indemnify and hold us harmless from and against any and all losses, damages and expenses, including court costs and attorney's fees, incurred by us due to our refusal of payment of any check or other item in accordance with your instructions.

Processing Cut-Off Times. Except as otherwise provided in this Agreement, any Internal Transfers submitted by you after 9:00 p.m. (Central Time) are considered part of the next Business Day. External Transfers sent by you after 1:00 p.m. (Central Time) are considered part of the next Business Day. Bill-Payment requests submitted after 4:00 p.m. (Central Time) are considered part of the next Business Day. We reserve the right to change these cut-off times. You will receive notice if they change in accordance with Applicable Law.

Additional Disclosures Regarding Electronic Funds Transfers (EFTs)

Account Statements. We report your Online Transactions on the periodic statements for your Account(s). You agree to review your periodic statement promptly after you receive it or it is made available to you through Online Banking in accordance with this Agreement and the terms of your Deposit Account Agreement. You also agree to tell us promptly about any change in your address, so that we may send your periodic statement(s) to your correct address. Certain Deposit Accounts, including but not limited to savings Accounts, money market deposit Accounts, CDs and IRAs, will receive a quarterly statement if there is no EFT activity.

A copy of any documentation provided to you that indicates that an EFT was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

Unauthorized Online Transactions from your Deposit Accounts. Tell us IMMEDIATELY if you believe your Login ID, PIN, Mobile Device, or password has been stolen or compromised or if someone has transferred or may transfer money from your Account without your permission. The best way to minimize your loss is to call us IMMEDIATELY. If you notify us within two (2) Business Days after learning that your Login ID, password, PIN, or Mobile Device is lost, stolen, or compromised, and has been used without your permission, then your liability will not exceed the lesser of \$50 or the amount of unauthorized EFTs that occur before notice to us.

If you fail to notify us within two (2) Business Days after learning of the loss or theft of your username, password, PIN, or Device, your liability will not exceed the lesser of \$500 or the sum of:

- \$50 or the amount of unauthorized EFTs that occur within the two (2) Business Days, whichever is less; and
- the amount of unauthorized EFTs that occur after the close of two (2) Business Days and before notice to us, provided we establish that these EFTs would not have occurred had you notified us within that 2-day period.

To notify us, please contact us using the information provided in the provision entitled, YOUR COMMUNICATIONS WITH THE FARMERS & MERCHANTS BANK in the section that follows.

When you give someone your Login ID or password (or PIN), you are authorizing that person to use your Service, and you are responsible for all Online Transactions the person performs using your Service. All transactions that person performs, even transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then transactions that person performs after the time you notify us are considered unauthorized, so long as we have had a reasonable opportunity to act on your notice. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. For your protection, you should sign-off after every Online Banking session and close your browser to ensure confidentiality.

Disclosure of Deposit Account Information to Third Parties. We will disclose information to third parties about your Deposit Account and/or the Online Transactions you make:

- Where it is necessary for the completion of an Online Transaction or to resolve errors;
- For verification of the existence and condition of your Deposit Account for a third party, such as a credit bureau or merchant;
- In order to comply with a government agency or court order or lawful subpoena;
- If you give us your written permission, which will expire after forty-five (45) days;
- To our employees, auditors, attorneys and collection agencies in the course of their regular duties; or
- In accordance with our privacy policy.

Right to Obtain Documentation of EFTs. You will get a monthly statement covering the EFT transactions that you conduct on your Deposit Account (unless there are no EFTs in a particular month, in any case you will get a statement at least quarterly). You agree to review your monthly statement promptly after you receive it in accordance with this Agreement and your Deposit Account Agreement. You also agree to tell us promptly about any change in your address, so that we may send your monthly statements to your correct address. Certain Deposit Accounts, including but not limited to savings accounts, money market deposit accounts, CDs and IRAs, will receive a quarterly statement if there is no EFT activity.

A copy of any documentation provided to you that indicates that an EFT transaction was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

Stop Payment of Preauthorized EFTs. If you have told us in advance to make regular, preauthorized EFTs from your Deposit Account(s), you can stop any of these payments. Here's how: call or write to us at the phone number and/or address provided in the section entitled, YOUR COMMUNICATIONS WITH THE FARMERS & MERCHANTS BANK.

In order to stop payment on preauthorized EFTs, we must be notified at least three (3) Business Days prior to the regularly scheduled EFT date. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We may charge you a fee (as provided in our Fee Schedule) for each stop payment order that you give.

Notice of Varying Amounts of Preauthorized EFT. If your preauthorized EFTs may vary in amount, the person (or organization) you are going to pay will tell you at least ten (10) 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 Preauthorized EFTs from Your Accounts. If you order us to stop one of these payments from your Deposit Account(s) three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages, subject to the limitations set forth in your Deposit Account Agreements and elsewhere in this Agreement.

Our Liability if we Fail to Make Certain EFTs from your Deposit Accounts. If we do not complete an EFT to or from your Deposit Account on time or in the correct amount according to our agreement with you, we will be liable only for your losses or damages. However, there are some exceptions to our liability to you. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough money in your Deposit Account(s) to make the transfer.
- If the transfer would go over the credit limit on any overdraft line of credit associated with your Deposit Account.
- If the Service was not working properly and you knew about the breakdown when you started the Online Transaction.
- If circumstances beyond our control prevent us from making a transfer or payment, despite reasonable precautions that we have taken (such circumstances include Internet or wireless telecommunication outages or interruptions, postal strikes, delays caused by payees, fires, and floods).
- If you do not give proper, complete or correct transfer instructions, or you do not follow the procedures in this or any other Account Agreements with us for requesting such services.
- If your User ID and/or password has been reported lost or stolen, or we have canceled your User ID and/or password, or the Service.
- If we have reason to believe that you or someone else is using the Service for fraudulent or illegal purposes.
- If the funds in your Deposit Account are subject to legal process or other encumbrances restricting their transfer.
- There may be other exceptions and limitations stated in this Agreement and in our Deposit Account Agreements with you.

Error Resolution. IN CASE OF ERRORS OR QUESTIONS ABOUT ONLINE TRANSACTIONS FROM YOUR DEPOSIT ACCOUNTS.

You can call and/or write us at the phone number and the address provided in the section entitled, "YOUR COMMUNICATION WITH THE FARMERS & MERCHANTS BANK" as soon as possible, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or the error appeared. You will be liable (in addition to the above amounts in the section, Unauthorized Online Transactions from your Deposit Accounts) for any unauthorized EFTs after the 60 days and before notice to us that we establish would not have occurred if you had notified us within the 60 days.

Please provide the following information in your correspondence:

- Your name and Deposit Account number (if applicable);
- The error or the transfer you are unsure about, and explain as clearly as possible why you believe it is an error or why you need more information;
- The dollar amount of the suspected error; and
- For a Bill-Payment Service issue – tell us the checking Account number used to pay the bill, Payee name, date that the payment was scheduled, payment amount, reference number, and the Payee account number for the payment in question.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days (20 Business Days if the transfer involves 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 forty-five (45) days to investigate your complaint or question (90 days if the transfer involved a new Account). If we decide to do this, we will credit your Deposit Account within ten (10) 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 ten (10) Business Days, we may not credit your Deposit Account. Your Account is considered a new Account for the first 30 days after the first deposit is made, unless each of you already has an established Account with us before this Account is opened.

For errors involving new Deposit Accounts or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Deposit Accounts, we may take up to twenty (20) Business Days to credit your Deposit Account for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Your use of Online Banking, including the Bill-Payment Service, and Mobile Banking Service, is subject to the Electronic Fund Transfer Act (15 U.S.C. §§ 1693, et seq.) and its implementing regulations. In addition to the foregoing, please see relevant provisions of your Deposit Account Agreement (including Terms and Conditions of Your Account) discussing Electronic Fund Transfers Disclosures, and other disclosures received when you opened your Deposit Account(s). These provisions address important information concerning your rights and obligations with respect to EFTs.

In the case of errors or questions regarding your Online Transactions, please call or write us IMMEDIATELY at the phone number and the address provided in the section entitled, YOUR COMMUNICATIONS WITH THE FARMERS & MERCHANTS BANK. We encourage you to contact us as soon as possible if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

Limited Liability. Except as otherwise expressly provided in this Agreement or required under Applicable Law, unless we acted in bad faith, we are not liable to you for delays, errors, or Losses that occur with respect to your use of the Service because of our performance (or failure to perform) under this Agreement. In addition to that limitation, we are also not liable to you for mistakes or delays with respect to your use of the Service that are caused by circumstances beyond our control, such as acts of civil, military or banking authorities, national emergencies, insurrection, war, riots, acts of terrorism, failure of transportation, communication or power supply, or malfunction of or unavoidable difficulties with our equipment. **IN NO EVENT WILL YOU OR ANY PERSON ACTING ON YOUR BEHALF BE ABLE TO RECOVER FROM US ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.**

Indemnity. You agree to indemnify and hold us, our shareholders, directors, officers, employees, and agents (and our affiliates and subsidiaries and the shareholders, directors, officers, employees and agents of our affiliates and subsidiaries) harmless from and against any and all Losses claimed by or otherwise involving third parties and arising from or in connection with the Service provided under this Agreement, except for Losses due to our own gross negligence or willful misconduct. Additionally, you further agree to hold us, and our shareholders, directors, officers, employees, and agents (and our affiliates and subsidiaries and the shareholders, directors, officers, employees and agents of our affiliates and subsidiaries) harmless from Losses claimed by or otherwise involving third parties arising out of actions taken or omitted in good faith by us in reliance upon instructions from you, an authorized signer/convenience signer or fiduciary, or any person acting on your behalf. We are not responsible for any actions or omissions by any third party that is not a Third Party as described in Part III of this Agreement or is not otherwise under our direct control.

OTHER SERVICES PROVIDED

A. BILL PAYMENT SERVICE ADDITIONAL TERMS

1. Description of Service. The term “Bill Payment Terms” means these Bill Payment Service Additional Terms. Once enrolled in Online Banking, you may use our Bill-Payment Service to direct us and/or our Service Provider to make payments from the Funding Account to the Payees that you choose in accordance with this Agreement. The terms and conditions below outline the Bill-Payment Service.

2. Payment Scheduling. The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft check drawn on your account, the draft check arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft check, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

3. The Service Guarantee. Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with Section 2 of the Bill Payment Terms (Payment Scheduling).

4. Payment Authorization and Payment Remittance. By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

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

The Service will attempt to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee (as described in Section 3 of the Bill Payment Terms) shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Eligible Transaction Account or causes funds from your Eligible

Transaction Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Eligible Transaction Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

5. *Payment Cancellation Requests.* You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

6. *Stop Payment Requests.* The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact customer care for the Service in the manner set forth in Section 6 of the General Terms above. Although the Service will attempt to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

7. *Exception Payments Requests.* Exception Payments may be scheduled through the Service, however Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall the Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee (as described in Section 3 of the Bill Payment Terms) does not apply to Exception Payments.

8. *Bill Delivery and Presentment.* The Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

1. **Presentation of electronic bills** – You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary “trial basis.” In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
2. **Paper Copies of electronic bills** – If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
3. **Sharing Information with Billers** – You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for “trial basis” electronic bills.
4. **Information held by the Biller.** We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally it is your

responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.

5. Activation. We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
6. Authorization to obtain bill data. You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
7. Notification. We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
8. Cancellation of electronic bill notification. The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
9. Non-Delivery of electronic bill(s). You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
10. Accuracy and dispute of electronic bill. We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

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

9. Disclosure of Account Information to Third Parties. It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations pursuant to our Privacy Policy (as further described in Section 18 (Your Privacy) of the General Terms), in addition to the circumstances set forth in Section 15 of the General Terms (Information Authorization):

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

10. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except

for fees that are specifically use-based. Use-based fees for the Service will be charged against the Billing Account. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 24 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Billing Account for such fees, as described in this Section, and there are insufficient fees in the Billing Account.

11. *Biller Limitation.* The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, the Service will notify you promptly if it decides to refuse to pay a Biller designated by you, as set forth in Section 23 of the General Terms (Prohibited Payments).

12. *Returned Payments.* In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible Transaction Account. You may receive notification from the Service.

13. *Information Authorization.* In addition to Section 15 of the General Terms (Information Authorization), you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

14. *Bill Capture.* The following Bill Capture terms and conditions in this Section 14 (Bill Capture) only apply to Bill Capture (as defined below). If Bill Capture is not available to you within our mobile banking application, then this Section 14 (Bill Capture) does not apply.

Bill Capture. Your use of our mobile banking application may include the ability to add bill payment payees by utilizing your mobile phone to take pictures of your paper bills ("Bill Capture"). Once you take the picture, Bill Capture extracts and prefills Biller information such as the name, address and account number of the Biller into our mobile banking app for use with the Service, or matches the bill to an existing Biller and prefills the amount due and due date. Bill Capture is subject to the following terms:

1. You shall use Bill Capture only for your own use in accordance with the terms of this Agreement;
2. We do not guarantee that your mobile device will be compatible with Bill Capture; and
3. You bear sole responsibility for confirming that the information captured by Bill Capture matches the information on the applicable bill pay stub, and in no event will we be liable for any results from your use of extracted data from Bill Capture with the Services, including, without limitation, any late fees for payments sent to an improper Biller or improper account.

15. *Bill Discovery.* The following Bill Discovery terms and conditions in this Section 15 (Bill Discovery) only apply to Bill Discovery (as defined below). If Bill Discovery is not available to you from our Site, then this Section 15 (Bill Discovery) does not apply.

Bill Discovery. The bill discovery feature ("Bill Discovery") enables the automatic searching, identification, and retrieval of information about your Billers and bills based on matching information about your identity. In order to enable Bill Discovery, you will need to authorize the Service to access and use information from your consumer report from a credit bureau and/or our Biller network in order for Bill Discovery to identify potential matches. By providing your consent within the Bill Discovery portion of the Site, you authorize the Service to access and use such information until you withdraw your consent. You may withdraw your consent within the Bill Discovery portion of the Site at any time. If Bill Discovery has identified Biller matches, the Service will allow you to add these Billers to your user profile. New Billers added through Bill Discovery are subject to Section 8 (Bill Delivery and Presentment) of the Bill Payment Terms.

16. Definitions.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

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

"Due Date" is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.

"Eligible Transaction Account" is as defined in Definition Section of the General Terms, except that it shall be limited to an account that you hold with us, and from which bill payments will be debited.

"Exception Payments" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).

"Payment Instruction" is as defined in Definition Section of the General Terms, and is further defined as the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

B. TRANSFERNOW/ ACCOUNT TO ACCOUNT TRANSFERS

1. Description of Service, Authorization and Processing.

1. The term "Transfer Money Terms" means these Account to Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.
2. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
3. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your

Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e. email, push notification).

4. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
 1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
 2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
 3. The transfer is refused as described in Section 6 of the Transfer Money Terms below;
 4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
5. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

2. Transfer Methods and Amounts. Section 22 of the General Terms (Payment Methods and Amounts) applies to the Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.

3. Transfer Cancellation Requests. You may cancel a transfer at any time until it begins processing (as shown in the Service).

4. Stop Payment Requests. If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to Section 6 of the General Terms. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

5. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 24 of the General Terms (Failed Or Returned Payment Instructions)

applies if you do not pay our fees and charges for the Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 18 of the General Terms should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

6. Refused Transfers. We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

7. Returned Transfers. In using the Service, you understand transfers may be returned or fail for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.

8. Definitions

"Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.

"Eligible Transaction Account" is as defined in Definitions, except that it shall be limited to a checking, money market or savings account that you hold with us.

"External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

"Transfer Instruction" is a specific Payment Instruction (as defined in Section 36 of the General Terms) that you provide to the Service for a transfer of funds.

C. ZELLE® AND OTHER PAYMENT SERVICES ADDITIONAL TERMS

1. Description of Services.

1. We have partnered with the Zelle Network® ("Zelle") to enable a convenient way to transfer money between you and other Users using aliases, such as email addresses or mobile phone numbers ("Zelle Payment Service," as further described below). Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Financial Institution. THE ZELLE PAYMENT SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE PAYMENT SERVICE OR OTHER PAYMENT SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. The term "Zelle and Other Payment Terms" means these Zelle and Other Payment Services Additional Terms.
2. In addition to the Zelle Payment Service, we provide other payment services under these Terms of Service. First, these additional services allow you to send money to people if you provide the Eligible Transaction Account information and other contact information for the Receiver; such transactions are not sent via Zelle. Second, outside Zelle, we allow you to establish a one-time payment for a payment recipient for which processing shall be initiated at a later specified date up to one (1) year. Third, outside Zelle, we enable you to establish a recurring series of payments to a payment recipient for which processing shall be initiated on dates you specify. These three payment services and any other payment services that we provide under these Zelle and Other Payment Terms are referred to as "Other Payment Services" in these Zelle and Other Payment

Terms. Although future-dated payments and recurring payments are outside *Zelle*, we may ultimately send those transactions via *Zelle* when the applicable date of payment arrives, in which case the applicable payment transaction is part of the Zelle Payment Service, not the Other Payment Services. The term “Zelle and Other Payment Services” means the Zelle Payment Service and the Other Payment Services.

3. The Zelle and Other Payment Services enable you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through other locations besides our Site, such as the *Zelle* mobile handset application (“Zelle Standalone Locations”) and if you choose to initiate or receive a payment at a Zelle Standalone Location you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the “terms of use” for the Zelle Standalone Locations and applicable laws and regulations, in each case as in effect from time to time. Subject to the terms of this Agreement, the Zelle and Other Payment Services are generally available 24 hours, seven days a week with the exception of outages for maintenance and circumstances beyond our or *Zelle*’s control. Live customer service generally will be available Monday through Friday, excluding US financial institution holidays.
4. The Zelle Payment Service allows for the delivery of payments to Receivers who are also enrolled in the Zelle Payment Service through a Payment Network designed to deliver payments on the same day and potentially within minutes, although actual speed will vary, as described below. The Zelle and Other Payment Services are not instantaneous. Payment delivery speed may vary based upon the fraud, risk and other funds availability policy of each financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Zelle and Other Payments unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network’s specifications.

2. Payment Authorization and Payment Remittance.

1. When you enroll to use the Zelle Payment Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle Payment Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account. In addition to the restrictions set forth in Section 23 of the General Terms, you agree that you will not use the Zelle and Other Payment Services to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Zelle and Other Payment Services to request money from anyone for any such payments.
2. This Section 2(b) does not apply to the Zelle Small Business Service (to the extent made available by us). The Zelle and Other Payment Services are intended for personal, not business or commercial use. You agree that you will not use the Zelle and Other Payment Services to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle and Other Payment Services with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle Payment Service if we believe that you are using the Zelle Payment Service for business or commercial purposes.
3. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent mobile phone number that you intend to use for

an extended period of time (i.e., no “burner” numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol. Once enrolled, you may: (i) authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and (ii) receive money from another User either at that User’s initiation or at your request, subject to the conditions of the Section below titled “Requesting Payments.” If at any time while you are enrolled, you do not send or receive money using the Zelle Payment Service for a period of 18 consecutive months, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle Payment Service until you enroll again. When you enroll with *Zelle*, you may establish one or more profiles. Each profile may be linked to only one bank account or debit card, but you may enroll multiple email addresses or mobile phone numbers in each profile. Once you have enrolled an email address or a mobile phone number with a profile, you may not use that same email address or phone number with any other profile. If we allow you to enroll the debit card we issue to you with the Zelle Payment Service, then the debit card must be issued in conjunction with a United States domestic deposit account, not a United States territory-based account. By providing us with names and mobile telephone numbers, email addresses of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Zelle Payment Service. By providing us with names, bank account information and other contact information for Receivers to whom you wish to direct a payment via the Other Payment Service, you authorize us to follow the Payment Instructions that we receive via the Other Payment Services. Once enrolled, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.

4. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.
5. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.
6. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
 1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
 2. The Zelle and Other Payment Services are not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
 3. The payment is refused as described in Section 6 of the Zelle and Other Payment Terms below;
 4. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.

7.

It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Zelle and Other Payment Services (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to

whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

3. Sending Payments.

1. You may send money to another User at your initiation or in response to that User's request for money. You understand that use of the Zelle and Other Payment Services by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Financial Institution to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment if the Receiver has not enrolled in *Zelle*. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to not enroll in *Zelle*. For the Zelle Payment Service, you may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Zelle Payment Service. As to the Zelle Payment Service, if the person you sent money to has already enrolled with *Zelle*, either in the Zelle Standalone Locations or with a Network Financial Institution, then the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. Cancellation is addressed more generally as to the Other Payment Services in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services) below. You may initiate a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately via *Zelle*. Via the Other Payment Services, you may also initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (b) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site.
2. Payment Instructions initiated to Receivers require you to provide contact information about the Receiver (including an email address and/or mobile telephone number). If the Receiver does not bank at a Network Financial Institution and has not yet enrolled in *Zelle*, then the Zelle Payment Service will contact the Receiver and request that the Receiver (i) provide information so that the identity of the Receiver may be validated at a Zelle Standalone Location and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with a Network Financial Institution and has not yet enrolled in *Zelle*, then the Zelle Payment Service will contact the Receiver regarding enrollment in *Zelle* and receipt of payment. If the Receiver has already enrolled in *Zelle*, then the Receiver will receive a message regarding your payment.
3. Via the Other Payment Services, we also support the sending of money to Receivers if you provide the Eligible Transaction Account information for the Receiver and other contact information for the Receiver; such transactions are not sent via *Zelle*. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described above in Section 6 of the General Terms.
4. In most cases, when you are sending money to another User using the Zelle Payment Service, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Financial Institutions, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with *Zelle*, either via a Zelle Standalone Location or a Network Financial Institution, they will receive a

text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification). We have no control over the actions of other Users, other Network Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended User.

5. For the Other Payment Services and those *Zelle* Payment Service payments where the Site indicates payment will require more than a Business Day, you understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day after you initiated the Payment Instruction. As part of the Other Payment Services, if you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not enrolled in *Zelle*. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.
6. As to Recipients who have not yet enrolled with *Zelle*, you acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or fourteen (14) days have elapsed. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement.

4. Receiving Payments.

1. All transfers of money to you shall be performed by a Network Financial Institution per the direction of that Network Financial Institution customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Financial Institution and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the *Zelle* Payment Service, you have no ability to stop the transfer. Other Payment Service payments may be cancelled by the Sender as set forth in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services) below. By using the *Zelle* Payment Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled. If another person wants to initiate a Payment Instruction (including in response to a *Zelle* Payment Request, if applicable) using the *Zelle* Payment Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a *Zelle* Payment Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the *Zelle* Payment Service or at a *Zelle* Standalone Location. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.
2. For the *Zelle* Payment Service, most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in

order to protect you, us, *Zelle* and the other Network Financial Institutions, we may need or *Zelle* may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification). You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account, such as if we have questions regarding possible fraud in connection with the payment. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may receive Zelle Payment Requests, from others through the Zelle Payment Service.

3. You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

5. Requesting Payments.

You may request money from another User through a Zelle Payment Request. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor *Zelle* guarantee that you will receive money from other Users by sending a Zelle Payment Request, or that you will receive the amount that you request. Neither we nor *Zelle* accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or *Zelle* may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

In addition to the other restrictions in this Agreement, by accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle Payment Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any Zelle Payment Request that you send that is related to overdue or delinquent amounts. You agree to receive Zelle Payment Requests from other Users, and to only send Zelle Payment Requests for legitimate and lawful purposes. Zelle Payment Requests are solely between the Requestor and recipient and are not reviewed or verified by us or by *Zelle*. Neither we nor *Zelle* assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the Requestor. We reserve the right, but assume no obligation, to terminate your ability to send Zelle Payment Requests in general, or to specific recipients, if we deem such Zelle Payment Requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

If applicable, if you as a Requestor initiate a Zelle Payment Request using the Zelle Payment Service, you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Zelle Payment Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a Zelle Payment Request may not receive, or otherwise may reject or ignore, your Zelle Payment Request. We do not guarantee that you will receive any payments from individuals by initiating a Zelle Payment Request.

Zelle Small Business Service Users may not send Zelle Payment Requests to Users enrolled with *Zelle* through Zelle Standalone Locations.

6. Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services.

Zelle Payment Service payments can only be cancelled in the limited circumstances set forth in Section 3(a) (Sending Payments) above. This Section only applies to the Other Payment Services, not Zelle Payment Services. Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver who has not enrolled in *Zelle* will be automatically cancelled fourteen (14) days after the processing of the payment begins. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

7. Consent to Emails and Automated Text Messages.

Section 8 (Text Messages, Calls and/or Emails to You) of the General Terms does not apply to Zelle Payment Services. By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described these Zelle and Other Payment Terms. You consent to the receipt of emails or text messages from us, from *Zelle*, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Zelle and Other Payment Services or related transfers between Network Financial Institutions and you. You agree that we may, *Zelle* may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

1. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
2. You will immediately notify us if any email address or mobile number you have enrolled is (i) surrendered by you, or (ii) changed by you.
3. In the case of any messages that you may send through either us or *Zelle* or that we may send or *Zelle* may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that *Zelle* sends on your behalf may include your name.
4. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or *Zelle*, including messages that you may send through us or through *Zelle* or that we may send or *Zelle* may send on your behalf.
5. To cancel text messaging from us, send STOP to 767666. For help or information regarding text messaging, send HELP to 767666 or contact our customer service at 1-877-889-0100. You expressly consent to receipt of a text message to confirm your "STOP" request.
6. Supported Carriers: AT&T, Sprint, T-Mobile, Verizon and others.
7. Your phone service provider is not the provider of the Zelle and Other Payment Services. Users of the Zelle Payment Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging

charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

8. Service Fees and Additional Charges.

You are responsible for paying all fees associated with your use of the Zelle and Other Payment Services. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Zelle and Other Payment Services or Site. Additional fees may apply for small business Users enrolled in the Zelle Small Business Service. **YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT**, except for those fees that are specifically use-based, such as Zelle Payment Requests, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 24 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Zelle and Other Payment Service, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient fees in the Eligible Transaction Account.

9. Refused Payments.

We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

10. Returned Payments.

In using the Zelle and Other Payment Services, you understand that Receivers may reject Payment Instructions or otherwise return payments only if the Receiver is not enrolled in *Zelle*. We will use reasonable efforts to complete Payment Instructions initiated through the Zelle Payment Service.

11 Consent to Share Personal Information (Including Account Information)

In addition to Section 15 (Information Authorization) of the General Terms, by accepting this Agreement, you consent to our disclosure of your personal information (including bank account information) as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:

1. As necessary to resolve a problem related to a transfer or payment between you and another User;
2. To verify the existence of your bank account, or debit card, as applicable;
3. To comply with government agency or court orders;
4. To our affiliates, as permitted by law;
5. To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
6. To comply with inquiries in connection with fraud prevention or any investigation;
7. For our general business purposes, including without limitation data analysis and audits; or
8. As otherwise permitted by the terms of our Privacy Policy.

12. Wireless Operator Data.

In addition to Section 15 (Information Authorization) of the General Terms, you acknowledge that we or *Zelle* may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Zelle Payment Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider solely to allow verification of your identity and to compare information you have provided to us or to *Zelle* with your wireless operator account profile information for the duration of our business relationship. See *Zelle's* Privacy Policy at <https://www.zellepay.com/privacy-policy> for how it treats your data. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

13. Liability.

Subject to our obligations under applicable laws and regulations, neither we nor *Zelle* shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or *Zelle* to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor *Zelle* shall be liable for any typos or keystroke errors that you may make when using the Zelle Payment Service. THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE *Zelle* TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. *Zelle* DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

14 Disclaimer of Warranties

Section 39 (Exclusions of Warranties) of the General Terms does not apply to Zelle Payment Services. EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, *Zelle* MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE PAYMENT SERVICE. *Zelle* EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE PAYMENT SERVICE. *Zelle* DOES NOT WARRANT THAT THE ZELLE PAYMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE PAYMENT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

15 Limitation of Liability

Section 40 (Limitation of Liability) of the General Terms does not apply to Zelle Payment Services. EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, *Zelle*, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE PAYMENT SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR *Zelle* HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU

ARE DISSATISFIED WITH THE ZELLE PAYMENT SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE PAYMENT SERVICES.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF OURS, *Zelle*, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

16. Indemnification

Section 36 (Indemnification) of the General Terms does not apply to Zelle Payment Services. You acknowledge and agree that you are personally responsible for your conduct while using the Zelle Payment Service and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of your use, misuse, errors or inability to use the Zelle Payment Service, or any violation by you of the terms of this Agreement.

17. Use of Our Online Banking Site and/or Mobile App

You agree to access the Site in compliance with our terms and conditions that we make available elsewhere on the Site, which are incorporated into and made part of this Agreement by this reference.

18. Your Liability for Unauthorized Transfers

Section 21 (Your Liability for Unauthorized Transfers) of the General Terms shall not apply to the Zelle Payment Service. Immediately following your discovery of an unauthorized Zelle Payment Service Payment Instruction, you shall communicate with customer care in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. The best way to minimize your loss is to call us immediately. You will have no liability for unauthorized transactions if you notify us within sixty (60) days after your monthly financial institution statement which shows the unauthorized transaction has been sent to you. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

When you give someone your password or other means to access your account through which you access the Zelle and Other Payment Services, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Additionally, transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

Note: These liability rules only apply to Eligible Transaction Accounts used for personal, family and household purposes.

19. Definitions.

"Network Financial Institutions" means financial institutions that have partnered with *Zelle*.

"Receiver" is a person or business entity that is sent a Payment Instruction through the *Zelle* and Other Payment Services.

"Requestor" is a person that requests an individual to initiate a Payment Instruction through the Zelle Payment Service.

"Sender" is a person or business entity that sends a Payment Instruction through the Zelle and Other Payment Services.

"User" means you and others who are enrolled directly with *Zelle* or enrolled with another financial institution that partners with *Zelle*.

"Zelle Payment Request" means functionality that allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Zelle Payment Service.

"Zelle Small Business Service" means functionality, to the extent made available by us, that enables a small business User to (i) send Zelle Payment Requests through the Zelle Payment Service, and (ii) send and receive Payment Instructions through the Zelle and Other Payment Services. Users that access the Zelle and Other Payment Services through a business account shall be classified as Zelle Small Business Service Users. The Zelle Small Business Service is included in the definition of "Zelle Payment Service".

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

ACCEPTANCE OF AGREEMENT

By proceeding to use the Service(s), you acknowledge that you have read, understood, and agree to be bound by this Agreement and the terms and conditions associated with your use of the Service, including any Online Transactions you initiate through the Service.

IMPORTANT: PLEASE PRINT AND RETAIN THIS AGREEMENT FOR YOUR RECORDS