

**Farmers and Merchants Bank - EBANKING ACCESS AGREEMENT AND DISCLOSURE, for Internet Banking, Bill Payment, Mobile Banking with Remote Check Deposit, e-Statement, and External Transfer Module Services (Consumer Only)**

**TERMS & CONDITIONS – AGREEMENT & DISCLAIMER**

**Agreement** - This Agreement is a contract that establishes the rules that cover your electronic access to your accounts at Farmers and Merchants Bank ("BANK") through the BANK'S INTERNET and MOBILE BANKING SYSTEM ("SYSTEM"). By using SYSTEM, you accept all the terms and conditions of this Agreement. Please read it carefully. The terms and conditions of the deposit agreements and disclosures for each of your BANK accounts as well as your other agreements with BANK such as loans, continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is also subject to applicable federal laws and the laws of the State of Maryland. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your personal representatives and heirs and BANK'S successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the previously completed Enrollment Form, and with future amendment or modification to service, and advertised Fee Schedule, constitutes the entire agreement between you and BANK with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

**Definitions** - As used in this Agreement, the words "we", "our", "us" and "BANK" mean Farmers and Merchants Bank. "You" and "your" refer to the accountholder authorized by BANK to use SYSTEM under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through SYSTEM. "Account" or "accounts" means your accounts at the BANK. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from your BANK accounts using SYSTEM including bill payments and remote check deposits. "SYSTEM Services" means the services provided pursuant to this Agreement, including the Bill Payment and Remote Check Deposit Services. "Business days" means Monday through Friday. Holidays are not included.

**Access** - To use SYSTEM, you must have at least one checking account at BANK, access to Internet service, and an e-mail address. Once we have received your signed Enrollment Form, and verified your account information, we will send you, either by e-mail or by postal mail, confirmation of our acceptance of your enrollment, along with instruction for the creation of your unique login ID and temporary password credentials. SYSTEM can be used to access only the BANK accounts which you have designated for access by SYSTEM in your Enrollment Form. You can add or delete any of your BANK accounts from this Agreement by completing and instructing us on your behalf to assist in your account setup. Access to your accounts through SYSTEM will be based upon the identification of users and authority levels specified by you in your Enrollment Form. We undertake no obligation to monitor transactions through SYSTEM to determine that they are made on behalf of the accountholder.

**SYSTEM Services** - You can use SYSTEM to check the balance of your BANK accounts, view BANK account histories, transfer funds between your BANK accounts, re-order checks, make stop payment requests, change your address, pay bills and deposit check images remotely to your BANK accounts in the amounts and on the dates you request if you have requested the Bill Payment Service on your Enrollment Form. Balance and activity information are available as of 3:00 p.m. (Eastern Standard Time) of the previous business day.

**Hours of Access** - You can use SYSTEM seven days a week, twenty-four hours a day, although some or all SYSTEM services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the SYSTEM website.

**Your Password** - For security purposes, you are required to change your password upon your initial login to SYSTEM. You determine what password you will use and 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. Upon three unsuccessful attempts to use your password, your access to SYSTEM will be suspended. To re-establish your authorization to use SYSTEM, you can access the "I can't Access My Account" link on the login screen to receive a temporary password to your established telephone device in the system. This step will enable you to reset and create a new password to re-establish your login credentials and access to the system. You may also contact Client Services at 410-517-3065 or via email correspondence to [clientservices@fmb1919.bank](mailto:clientservices@fmb1919.bank) to receive a temporary password for the same purpose. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down. Your password does not require to be changed or updated in the SYSTEM, unless you desire to update. Password routine requires eight (8) characters or more with a combination of 3 of the 4 conditions, being Capital letter, lower case letter, numeric, and special character. After three unsuccessful login attempts, the login status will be locked, requiring the user to contact Client Services at 410-517-3065 to speak with Operations Center personnel to assist in unlocking for the user after validation of services and prior login information.

**Dual-Factor Authentication** – Additional security measures have been implemented to protect against any compromise of the user's identity & personal information, and/or against spammed internet bank web sites that could be deemed fraudulent. The SYSTEM will provide multi-factor authentication to all users, in the form of six (6) digit numbers to be entered and received via voice telephone messages to a designated telephone or cell number, text messages to a designated telephone or cell number, and/or email to a designated email address as established by the user in the SYSTEM. These authentication steps will occur at each login, and protect every Internet/Mobile Banking user with additional security in protection of their identity, secure bank account numbers, and Internet/Mobile Banking transactions.

**Cookies** - During your use of the Internet/Mobile Banking service, our Internet Banking Service Provider, NCR, will pass an encrypted cookie to your computer in order to identify your computer during the session. This cookie enables us to process multiple transactions during the session without having to provide an Access ID and Passcode for each individual transaction. Users must accept this cookie to use the Internet Banking service. This cookie does not contain any personal information; it simply provides another level of security for our Internet/Mobile Banking services. The cookie is stored on your computer's hard-drive, identifying your computer while you are logged on. If multiple computers or devices access our Internet/Mobile Banking service, a cookie reset may be required to establish a new session.

**Security** - You understand the importance of your role in preventing misuse of your accounts through SYSTEM and you agree to promptly examine your paper and/or e-statement for each of your BANK accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number, social security number, and the bank's ABA routing-in-transit number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via SYSTEM is encrypted in an effort to provide transmission security and SYSTEM utilizes identification technology to verify that the sender and receiver of SYSTEM transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the SYSTEM is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the SYSTEM, or e-mail transmitted to and from us, will not be monitored or read by others.

**Fees and Charges** - You agree to pay the fees and charges for your use of SYSTEM Services as set forth in the current fee schedule or as modified by this agreement. You agree that all such fees and charges will be deducted from the BANK checking account designated as the "Primary Checking Account" on your Online Enrollment Form. 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 additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of SYSTEM. [Standard third-party service provider message and data rates apply.]

**Posting of Transfers** - Transfers initiated through SYSTEM before 3:00 p.m. (Eastern Standard Time) on a business day are posted to your account the same day. Transfers completed after 3:00 p.m. (Eastern Standard Time) on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. SYSTEM identifies transfers based upon the login ID of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the Move Money screens in both the Transfer and Bill Payer menu options of SYSTEM will not reflect transfers made by multiple users from the same account if different login IDs are used. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

**Overdrafts** (Order of Payments, Transfers, and other Withdrawals) - If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

- a) Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
- b) Electronic fund transfers initiated through SYSTEM which would result in an overdraft of your account may, at our discretion, be cancelled; non-sufficient funds charges may be assessed pursuant to the terms of the deposit agreement for that account.
- c) In the event the electronic fund transfers initiated through SYSTEM which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

**Limits on Amounts and Frequency of SYSTEM Transactions** - The number of transfers from BANK accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

**SYSTEM Bill Payment Service** - You must designate the BANK account from which the payments are to be made; the complete name of the payee, the account number, and the payee's remittance address, all exactly as shown on the billing statement or invoice; the amount of the payment; and the date you want the payment to be debited from your account. If the date you want the payment to be

debited from your account is not a business day, your account will be debited the next business day before 3:00 p.m. (Eastern Standard Time). By using the SYSTEM Bill Payment Service option, you agree that, based upon instructions received under your password, we can charge your designated account by electronic transfer, "no signature required draft", or by debiting and remitting funds on your behalf. You also agree that your first SYSTEM bill payment will be charged to your Primary Checking Account. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly.

**Scheduling SYSTEM Payments** - If the payee is to be paid by paper check (as indicated on the Bill Payer list), you understand and agree that paper checks are mailed to the payee and the payee may not receive the payment until 5 to 8 business days after the date the payment is debited from your account. If the payee is to be paid electronically (as indicated on the Bill Payer list), you understand and agree that the payee may not receive the payment until 72 hours after the date the payment is debited from your account. You understand and agree that we are not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party such as the failure of the bill payment payee or recipient to properly post a payment to your account.

**How to Cancel a Bill Payment** - To cancel a bill payment that you have scheduled through SYSTEM, you must cancel the payment online via SYSTEM (by following the onscreen instructions) before 3:00 p.m. (Eastern Standard Time) on the date the payment is scheduled to be debited from your account.

**Stop-Payment Requests** - Stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from your account, you CANNOT cancel or stop a bill payment which has been paid electronically. You may be able to stop a SYSTEM bill payment paid by paper draft by contacting us by telephone before the paper draft has cleared. (You will have to contact us by telephone to determine if the paper draft has cleared.) If the paper draft has not cleared, we will immediately process your stop-payment request. We will notify you immediately if the paper draft has already cleared. To be effective, this type of stop-payment request must precisely identify the name of the payee, the payee-assigned account number, the amount and scheduled date of the payment, and the ID number from the Bill Payment View Posting Screen.

You may initiate stop-payment requests online via SYSTEM only for paper checks you have written (non-electronically) on your BANK accounts (not SYSTEM bill payer paper drafts.) Online stop-payment requests are processed on the business day following the date the stop payment has been requested online. To be effective, this type of stop-payment request must precisely identify the name of the payee, the check number, the amount, and the date of the check. If you make your stop-payment request online or by telephone, we may also require you to put your request in the form of a paper writing and deliver to us within 14 days after you call. You will incur stop-payment charges as disclosed in the current fee schedule for the applicable account. Stop-payment charges for SYSTEM bill payment paper drafts will be assessed in addition to the stop-payment charges for the applicable account.

**Disclosure of Account Information and Transfers** - You understand information about your accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to SYSTEM. You agree and hereby authorize all of these transfers of information.

**Periodic Statements** - You will not receive a separate SYSTEM statement. Transfers to and from your accounts using SYSTEM will appear on the respective periodic statements for your BANK accounts.

**Change in Terms** - We may change any term of this Agreement at any time. If the change would result in increased fees for any SYSTEM service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the BANK SYSTEM website or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject SYSTEM Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

**In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments** - Contact us as soon as you can, if you think your paper statement or e-statement is wrong, or if you need more information about a transfer listed on your paper statement or

e-statement. We must hear from you no later than 60 days after we sent the FIRST paper statement or e-statement upon which the problem or error appeared. When you contact us:

- a) Tell us your name and account number.
- b) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information.
- c) Tell us the dollar amount of the suspected error.
- d) If the suspected error relates to a bill payment made via the SYSTEM Bill Payment Service, tell us the account number used to pay the bill, payee name, the date the payment was sent, payment amount, ID number, and the payee account number for the payment in question. (This information appears on the Bill Payment View Posting Screen.)

If you contact us by telephone or by e-mail, we may require that you send us your complaint or question in the form of a paper writing by postal mail or fax within 10 business days. We will communicate to you the results of our investigation within 10 business days after you contact us and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and WE DO NOT receive it in the form of a paper writing within 10 business days, we may not provisionally credit your account.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If we have made a provisional credit, a corresponding debit will be made from your account.

**Our Liability for Failure to Make a Transfer** - If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance:

- a) If, through no fault of ours, you do not have enough money in your account to make a transfer.
- b) If a legal order directs us to prohibit withdrawals from the account.
- c) If your account is closed, or if it has been frozen.
- d) If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
- e) If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- f) If any electronic terminal, telecommunication device, or any part of the SYSTEM electronic fund transfer system is not working properly and you knew about the problem when you started the transfer.
- g) If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment.
- h) If you have not properly followed the on-screen instructions for using SYSTEM.
- i) If circumstances beyond our control (such as fire, flood, pandemic, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

**Your Liability for Unauthorized Transfers** - CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any). If you contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission.

If you do NOT contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as \$500. Also, if your paper statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the paper statement was mailed to you, you may not get back any money you lost through transactions made after the 60 day time period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from contacting us, we may extend the time periods.

**Disclaimer of Warranty and Limitation of Liability** - We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the SYSTEM Services provided to you under this Agreement. We do not and cannot warrant that SYSTEM will operate without errors, or that any or all SYSTEM Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by

reason of any services or products provided under this Agreement or by reason of your use of or access to SYSTEM, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of BANK and its affiliates exceed the amounts paid by you for the services provided to you through SYSTEM.

**Your Right to Terminate** - You may cancel your SYSTEM service at any time by providing us with written notice by e-mail, postal mail or fax. Your access to SYSTEM will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

**Our Right to Terminate** - You agree that we can terminate or limit your access to SYSTEM Services for any of the following reasons:

- a) Without prior notice, if you have insufficient funds in any one of your BANK accounts. SYSTEM service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- b) Upon 3 business days' notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
- c) Upon reasonable notice, for any other reason in our sole discretion.

**Communications between BANK and You** - Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

E-mail You can contact us by e-mail at CLIENTSERVICES@fmb1919.bank

You can contact us by telephone at 410-517-3065

Facsimile You can contact us by fax at 410-517-3064

Postal Mail You can write to us at: Farmers & Merchants Bank  
Attn: Client Services  
PO Box 249  
Reisterstown, MD 21136

In Person You may visit us in person at any one of our locations:

15226 Hanover Pike Upperco, MD. 21155  
735 Hanover Pike Hampstead, MD. 21074  
2320 Hanover Pike Hampstead, MD. 21074  
25 Westminster Pike Reisterstown, MD. 21136  
9320 Lakeside Blvd. Owings Mills, MD. 21117  
275 Clifton Blvd. Westminster, MD. 21157  
1321 Liberty Road, Sykesville, MD 21784

**Consent to Electronic Delivery of Notices** - You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the BANK SYSTEM website or by e-mail. You agree to notify us immediately of any change in your e-mail address.

**Farmers and Merchants Bank Mobile Banking  
Terms and Conditions-Agreement & Disclosure**

Thank you for using Farmers and Merchants Bank's (the "Bank") Mobile Banking ("Mobile Banking") service to deliver electronic banking services to your cellular telephone or tablet device while adding 24/7 banking convenience in complimenting your existing banking relationship. To use Mobile Banking, you must be an approved Internet Banking customer of the Bank. (Standard third-party service provider message and data rates may apply.) The Terms and Conditions, which follow, describe your rights, responsibilities and obligations as a customer of the Bank when using Mobile Banking. This Mobile Banking Terms and Conditions and Agreement supplements your existing Deposit Account Agreement and Disclosure with the Bank and such other agreements between you and the Bank. This service is being offered as a convenience and supplemental service to your banking with us including our Internet Banking Services. It is not intended to replace access to Internet Banking from your personal computer or other methods you use for managing your accounts and services with us.

Terms and Conditions:

I. ACCEPTANCE

By Clicking "I Accept" when you enroll in Mobile Banking, you agree to our terms and conditions and electronically verifying receipt of this Mobile Banking Terms and Conditions Agreement. Subject to your acceptance of this Mobile Banking Terms and Conditions Agreement, you will receive a limited license to access, download, and install Mobile Banking software on a supported mobile device. The Bank reserves the right to modify its Mobile Banking, and in the event of any modifications, you shall assume full responsibility for

ensuring that you understand how the Mobile Banking “App” is used as modified. In the event you obtain a different mobile device, you may be required to download and install the software on that device.

This Mobile Banking Terms and Conditions Agreement shall be deemed revoked immediately upon (i) your cancellation of Mobile Banking in accordance with Section VI. of this agreement (ii) termination of Internet Banking under any of terms set forth in the Internet Banking Agreement (iii) your deletion of the software of your wireless mobile device or (iv) our written notice to you at any time with or without cause. You agree to promptly delete the software from your wireless mobile device, if your license is revoked for any reason.

## II. DESCRIPTION OF SERVICES

Mobile Banking is a service that allows you to access account information using compatible and supported wireless devices. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as “while roaming.” You are responsible for obtaining your own communication service provider, and your mobile communications service provider may charge you for internet related use and for text (SMS) messages, so please consult your mobile carrier for further details about its charges. You are responsible for all fees and charges that you may incur with any mobile communications service provider or any other third party charges while using Mobile Banking.

There are three levels of Mobile Banking services offered by the Bank, being our iOS Native App, fmb1919, available through iTunes for Apple© iPhone and iPad tablet devices and Google Play for Android© smartphone devices. Additionally, Web Browser and SMS “Short Message Service” text messaging services are available, for other mobile devices with each as described below.

### A. iOS – Native Mobile Banking Application “App”, fmb1919

The Bank Mobile Banking App, fmb1919, offers our bank customers access to their account information through the application which is licensed through different software providers including Apple© and Android© devices for consumer and business users. Use requires the download of this “free” app through iTunes and/or Google Play and agreeing to the service provider’s terms and conditions. Available links to each are provided in the Bank’s Mobile Banking web pages, located at [www.fmb1919.bank](http://www.fmb1919.bank). Features include the ability to check account balances and transaction history, transfer funds between established bank accounts, perform bill payments (Consumer App Only) Remote Check Deposit, Branch & ATM Locator. Business Mobile Bill payments and person to person (P2P) payments are not currently available. The Bank reserves the right to implement these features in the future.

### B. Remote Check Deposit

For this iOS Native App, fmb1919, The Bank’s Remote Check Deposit services permits certain bank customers with established accounts and Internet Banking services, the ability to capture front and back of check items and remotely deposit secure check images utilizing the camera of your smartphone or tablet device. Through the use of high-level encryption software, check images are delivered with associated deposit information to the Bank’s designated processor via a mobile device or to the Bank directly. If you experience technical difficulties when using Mobile Banking’s Remote Check Deposit, the provisions of Section III below shall apply.

#### 1. Eligible and Non-Eligible Check Items – Terms

Remote Check Deposit enables you to deposit certain checks into your deposit accounts. All requirements and obligations in accordance with the Rules and Regulations governing the Deposit Account Agreement and Disclosure relating to check deposits are applicable to your use of Mobile Banking Remote Check Deposit. Deposited check items using Remote Check Deposit must be drawn on United States financial banking institutions. The following are some examples of ineligible check items: IRS checks, savings bonds, foreign bank checks, insurance checks, altered checks, substitute checks or remotely created checks as defined in Regulation CC, suspected fraudulent checks, checks dated more than six (6) months from the deposit date, and third-party checks that are payable to anyone other than you our customer.

#### 2. Endorsements and Procedures

You must endorse each check before depositing the check using Remote Check Deposit with:

- **Your Signature**
- **“For Mobile Deposit Only”**
- **Farmers and Merchants Bank Account Number**

All signatures and information on the check must be true, authentic, and authorized. You agree that you will not attempt to make duplicate deposits using the same check. In accordance with Reg CC – Availability of Funds and Collection of Checks amendments effective July 1, 2020, all virtual check endorsements for scanned check instruments through the Farmers and

Merchants Bank's mobile banking remote deposit service will reflect, "F and M Bank Upperco Mobile - For Deposit Only" in the check endorsement field on the reverse side of the check.

### 3. Availability of Funds

The deposited funds will be reviewed by the bank and deposited into your account. The deposit will be credited to your account on the next business day, for all Remote Check Deposit transactions executed prior to the end of the bank's business day, 3:00PM (EST). The Bank reserves the right to adjust the amount of any check deposit based on our review of the image and reject the deposit with a corresponding adjustment entry to your account. The Bank reserves the right to change the time period in which funds are made available to the account following a Remote Check Deposit using Mobile Banking, if we determine, or have reason to believe, that a transaction may be subject to fraud or illegality, in accordance with your Deposit Account Agreement and Disclosure, the Rules and Regulations for deposit accounts, or as otherwise allowed by applicable law.

Canceling Payments and Transfers: i) Immediate transfers cannot be cancelled; ii) A future dated transfer that was originally set up under your Internet Banking Service on your Mobile Device may be cancelled by you on your Mobile Device up to the cutoff time on the process date; iii) a future dated transfer that was originally set up on your Internet Banking Service must be cancelled through your Internet Banking Service; iv) if available, bill payments cannot be cancelled on your Mobile Device, and as such, they may be cancelled only by logging into your online banking account and requesting cancellation before the expiration of the process time of 3:00 p.m. (EST) on business days.

### 4. Disposal of Transmitted Items

Please retain your physical paper check item for up to fifteen (15) days after your deposit has been credited to your account. After fifteen (15) business days, please destroy the check.

### 5. Image Quality

All check images must be legible and accurately depict all features and check fields on the front and back of the check item. The Bank is not liable for any problem resulting from a check's poor image quality or for any inaccurate information you supply regarding the check. An image of a check shall be deemed received when you receive a confirmation message from the Bank that we have received the image. Your receipt of the message does not guarantee that the transmission was error free, able to process successfully, or that funds will be credited to your account for the specific check. You can only determine whether your check was successfully processed by logging into Internet Banking Services or Mobile Banking to review the confirmation of the transaction.

### 6. Deposit Limits

The Bank has established daily and monthly Consumer - Remote Check Deposit limits for Mobile Banking, as follows:

**Daily Deposit Limit: \$ 1,500.00**

**Monthly Deposit Limit: \$ 7,500.00**

You may deposit up to twenty (20) checks using Mobile Remote Check Deposit for each monthly statement period. The Bank reserves the right to modify these deposit limits and the Bank may also impose different deposit limits for certain customers. If you attempt to make a deposit in excess of these deposit limits, the Bank may reject your deposit. If the Bank permits you to make a deposit in excess of these limits; i) the deposit may be subject to extended availability restrictions and; ii) the Bank will not, by its acceptance of such excess deposit limit, be obligated to accept future deposits which exceed the deposit limits set forth above.

The Bank has established daily and monthly Business – Remote Check Deposit limits for Mobile Banking, as follows:

**Daily Deposit Limit: \$ 10,000.00**

**Number of Checks Processed Limit: Unlimited**

## 7. Customer's Mobile Banking Responsibilities

You agree to monitor your account and important account information through your Internet Banking Service, periodic statement for your account, if applicable and important notices about your account delivered by us electronically or by mail. In addition to any services or information you may receive through Mobile Banking. You agree to keep informed of any changes to Mobile Banking by regularly visiting our website.

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your password or other access information to any other person. If you do, we will not be liable for any damages, monetary or otherwise, resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your account.

If you believe that someone may have unauthorized access to your Mobile Banking, you agree to cancel your Mobile Banking associated with the device immediately.

You agree to comply with all applicable laws, rules and regulations in connection with Mobile Banking. We make no representation that any content or use of Mobile Banking is available for us in locations outside the United States. Accessing Mobile Banking from locations outside the United States is at your own risk, and you are responsible for compliance with local laws.

### **You further agree you will:**

***Lock your mobile device or take other steps necessary to stop unauthorized use of Mobile Phone Banking; Notify us immediately if your mobile device is lost or stolen, or if you change your mobile device or mobile device phone number.***

- Business Account Owners

You, as an owner of the business, acknowledge and assume the liability of providing account access or user credentials (i.e. account alias (nicknames) or other user authentication identifiers) to an employee(s) allowing access to an account(s) through Mobile Banking product/services. We do not recommend allowing Mobile Banking access to your employees, but if you do, you, as an owner of the business must notify us to remove Mobile Banking access from the mobile device in the event the employee becomes no longer employed at your business.

## 8. User Warranties and Indemnification

You warrant to The Bank that:

- You will only transmit eligible check items
- You will not transmit duplicate check items
- You will not re-deposit or re-present the original check item
- All information you provided to The Bank is accurate and true
- You will comply with these Terms and Conditions and all applicable rules, laws, and regulations
- You are not aware of any fact which may impair the collectability of the check item
- You agree not to make available your Mobile Banking password or other means to allow access to your account(s) by unauthorized persons
- You are responsible for ensuring that all transactions are securely executed in the Mobile Banking applications

## C. WEB BROWSER – MOBILE

For the Web Browser level of Mobile Banking, all of the similar features are available through a secure Internet Browser with the exception of the Remote Check Deposit feature. Upon completion of the Internet Banking and Mobile Banking enrollment, users can access and use securely through, <https://www.fmb1919.bank> in managing their accounts.

## D. SMS – SHORT MESSAGE SERVICE – MOBILE



For this simple text command level of Mobile Banking, secure access and bank account information, including account-to-account transfer transactions, can be exchanged between the customer and The Bank. Our short code for The Bank is 469228. To view enrollment instructions or simple text-based command prompts, navigate to the Mobile SMS Text Messaging Web Page on the bank's website, [www.fmb1919.bank](http://www.fmb1919.bank).

### III. RELATIONSHIP TO OTHER AGREEMENTS AND FEES

The Bank does not charge a fee for this "free" Mobile Banking service and/or our iOS Native app, fmb1919, but reserves the right to charge and disclose fees for services and transactions at any time. You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of the Deposit Agreement and Disclosure and all of your other agreements with the Bank, our affiliates, and/or any unaffiliated service providers, including, but not limited to, your mobile service provider including but not limited to and by way of example only: AT&T, Verizon, T-Mobile, etc. You understand that those agreements may include fees, limitations, and restrictions which may impact your use of Mobile Banking. Your mobile provider may impose data usage or text message charges for your interaction with Mobile Banking, and you agree to pay all such fees. You agree to accept responsibility to learn how to use Mobile Banking in accordance with online information and web instructions provided by the Bank and agree to contact the Bank if you have any problems with Mobile Banking. The Bank shall not be liable to you for any losses caused by your failure to properly use the Mobile Banking or your wireless device.

#### Our Limited Liability for Use of Mobile Banking

Our Mobile Banking services are provided to you on an "AS-IS" AND "AS AVAILABLE" BASIS. WE DO NOT MAKE ANY WARRANTIES OR REPRESENTATIONS THAT YOU WILL HAVE CONTINUOUS OR UNINTERRUPTED ACCESS TO MOBILE BANKING OR ITS CONTENT OR FUNCTIONS, OR THAT SUCH FUNCTIONS WILL BE ERROR-FREE OR ANY ADVERTISEMENTS, OR WEBSITES IN CONNECTION WITH THAT SERVICE, INCLUDING, WITHOUT LIMITATION, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS AND TITLE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NONPERFORMANCE OF MOBILE BANKING (INCLUDING ANY SOFTWARE OR THEIR MATERIALS SUPPLIED IN CONNECTION WITH MOBILE BANKING) SHALL BE FOR US TO USE COMMERCIALY REASONABLE EFFORTS TO PERFORM AN ADJUSTMENT OR REPAIR OF THE MOBILE BANKING SERVICE. Some jurisdictions do not allow the exclusion of certain warranties, so the above exclusions may not apply to you. You may also have other legal rights, which vary by state. In addition, see Electronic Funds Transfer Disclosure section for limits of liability provisions for transfers made using Mobile Banking, which section applies only to the extent not consistent with this limitation of liability provision. IN NO EVENT WILL THE BANK, OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF PROCUREMENT OF SUBSTITUTE OF GOODS OR MOBILE BANKING), INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF MOBILE BANKING. THE AGGREGATE LIABILITY OF BANK AND OUR THIRD PARTY SERVICE PROVIDERS UNDER THIS MOBILE BANKING TERMS CONDITIONS AND AGREEMENT SHALL NOT EXCEED ONE THOUSAND DOLLARS (\$1,000.00). Because some states do not allow the exclusion or limitation of liability for consequential damages, the above limitations may not apply to you.

#### Indemnification

You agree to indemnify, defend, and hold the Bank and its affiliates, officers, directors, employees, consultants, agents, Mobile service providers, and licensors harmless from any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the service; (b) your violation of any law or rights of a third party; (c) your use, or use by a third party, of Mobile Banking or (d) your breach of this Terms and Conditions.

The amount of the indemnity will be limited to the total of:

- 1) The amount of loss of the indemnified bank up to the amount of the settlement or consideration received by the indemnifying bank AND
- 2) Interest and expense of the indemnifying bank, including costs and reasonable attorney's fees and other expenses of representation.

A "comparative negligence standard" could limit the losses of the remote deposit bank and the remote depositor if the indemnified bank has demonstrated that it acted negligently or in bad faith. In accordance with Reg CC – Availability of Funds and Collection of Checks amendments effective July 1, 2020, all virtual check endorsements for scanned check instruments through the Farmers and Merchants Bank's mobile banking remote deposit service will reflect, "F and M Bank Upperco Mobile - For Deposit Only" in the check endorsement field on the reverse side of the check.

## Governing Law

Any account will continue to be governed by the laws described in the Deposit Account Agreement. This Mobile Banking Terms Conditions And Agreement will be construed and interpreted in accordance with federal law applicable to Mobile Banking and to the extent not superseded by federal law, the laws of the state without regard to conflict-of-law rules.

## IV. PRIVACY AND USER INFORMATION

You acknowledge in your use of The Bank's Mobile Banking, its affiliates and service providers may receive and may share with one another, names, domain names, e-mail addresses, passwords, telephone and device numbers, the content of messages, data files, and other data provided by you in connection with this service for resolution of operational issues. All other Privacy Rights will be maintained in accordance with the bank's Privacy Policy as detailed and provided on, [www.fmb1919.bank](http://www.fmb1919.bank).

## V. ACCEPTABLE USE OF MOBILE BANKING SERVICE

You agree to ensure that Mobile Banking and any software you obtain for this purpose will not be used in or for any illegal, fraudulent, unauthorized or improper manner or purpose. You agree that you will not use the Bank Mobile Banking or software, to transmit or disseminate: (i) junk mail, spam, or malware to any persons or entities that have not agreed to receive (ii) material that violates the party's privacy and property rights (iii) material or data, that would be deemed inappropriate, illegal, abusive, or obscene or otherwise objectionable to minors.

## VI. AMENDMENTS, CHANGES OR CANCELLATION

You may cancel your participation in Mobile Banking at any time by contacting Client Services at 410-517-3065 or by e-mail to, [client.services@fmb1919.bank](mailto:client.services@fmb1919.bank). If you have questions, you may contact us at 410-517-3065 or by e-mail to, [client.services@fmb1919.bank](mailto:client.services@fmb1919.bank). The Bank reserves the right to amend, change or cancel Mobile Banking services or this Mobile Banking Terms & Conditions Agreement at any time with or without cause. The legal effectiveness, validity or enforceability of electronic disclosures, previously delivered electronically will not be affected by cancellation and termination of your participation in Mobile Banking.

## VII. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS, including UNAUTHORIZED TRANSACTIONS

In case of errors or questions about your electronic transfers:

Telephone us at 410-517-3065, or

Write us at Farmers and Merchants Bank, Attn: Client Services, 25 Westminster Pike, Reisterstown, MD 21136 as soon as you can, 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 60 days after we sent the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three 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.

**Farmers and Merchants Bank e-Statement**  
**Terms and Conditions-Agreement & Disclosure**

System Requirements:

- Must be a registered Farmers and Merchants Bank Internet Banking User and have a valid email address
- Must have the ability to view documents in PDF format to receive bank e-statements
- Must log into Farmers and Merchants Bank's Internet Banking at least once every ninety (90) days

**e-Statement and Account E-Notice/Disclosure Agreement:**

In consideration of the e-Statements to be provided by Farmers and Merchants Bank as described from time to time in information distributed by Farmers and Merchants Bank to its customers, the undersigned CUSTOMER agrees as follows:

I the undersigned hereby requests and authorizes Farmers and Merchants Bank to send notice or regular periodic account statement(s) to me or my agent, in lieu of a paper copy, in electronic format for all accounts. The periodic statements can be viewed via the Farmers and Merchants Bank web site with an approved user name and password. By utilizing this SERVICE, you agree to be bound to all rules and regulations applicable to your deposit account and any other contract for services at Farmers and Merchants Bank as established and amended by Farmers and Merchants Bank.

You agree to promptly review e-Statements and notify Farmers and Merchants Bank of any errors within sixty (60) days as described in the "In Case of Errors or Questions about your Statement" account disclosure.

**You agree to receive periodic account notices in an electronic format.** Farmers and Merchants Bank will provide this information in a clear, conspicuous manner that you can print and/or store. The consent granted by this paragraph applies to all accounts. Farmers and Merchants Bank will notify you of any material change in hardware or software required for retrieving or storing this disclosure information. If your e-Statement is returned to us undeliverable we will discontinue your e-Statement services. At the bank's discretion we have the right to convert all communications on your account to electronic.

**You have the right to withdraw your consent to receive e-Statements at any time.** To withdraw consent, you may contact one of our personal bankers or come by any of our bank locations and inform us that you want to withdraw your consent or, you can mail your request to Farmers and Merchants Bank.

**You understand that you have the right to obtain a paper copy of any of the above-described e-Statements.** To obtain a paper copy, you must make a specific request to the Farmers and Merchants Bank at the bank's address. Research fees specified in the Farmers and Merchants Bank's Schedule of Fees and Service Charges may apply to your request pursuant to this paragraph.

You agree to notify Farmers and Merchants Bank immediately if you are unable to access any of the information that has been delivered by the bank in an electronic form or manner.

You agree to provide Farmers and Merchants Bank with signed, written notice if your email address changes.

If your account(s) are jointly owned, any one (1) account owner may consent to receive e-Statements and that election will apply to all account holders.

Farmers and Merchants Bank reserves the right to terminate e-Statements services at any time.

**Farmers and Merchants Bank External Funds Transfer**  
**Terms and Conditions-Agreement & Disclosure**

**Welcome to External Funds Transfer Services!** With our fully interactive External Funds Transfer service referred to in this agreement as the "Service", you may transfer funds from any of your accounts at any financial institution to any other account held by you or another person at the same or another financial institution – referred to in this agreement as "Accounts" – assuming, of course, that the transfer is permitted by your financial institution and by law.

Please take a few minutes to read this External Funds Transfer Service Agreement (referred to throughout as the "Agreement"). Any reference to Farmers and Merchants Bank in this Agreement includes any directors, officers, employees, contractors, service providers, agents or licensees of Farmers and Merchants Bank. As used in this Agreement, the words "you" and "your" refer to you as the user of

the Service; the words “we,” “us,” “our” and any other variation thereof refer to Farmers and Merchants Bank. When you’re ready, click the “I Agree to accept these terms and conditions” button to start enjoying the convenience and financial security of External Funds Transfer services!

### ***Acceptance of Terms***

This Agreement sets out the terms and conditions (the "**Terms**") on which our service provider and Farmers and Merchants Bank will provide and you may use the Service, and forms part of a legally binding agreement between you and Farmers and Merchants Bank. When you click on the “I Agree to accept the terms and conditions” button, you will complete an application to receive the External Funds Transfer Service, and you agree to accept the Terms, including any amendments to this Agreement or any changes in the Terms. Your application may be accepted or declined by our service provider and/or Farmers and Merchants Bank based on specific criteria. If you do not agree to all of the Terms, do not accept the Terms & Conditions. If you do not accept and agree to all of the Terms, you will not be entitled to use the Service. Farmers and Merchants Bank reserves the right to change the Terms under which the Service is offered in its sole discretion at any time; however, Farmers and Merchants Bank will notify you of any material change to the Terms. In most cases, you will receive the notice on-line the next time you log in; however, Farmers and Merchants Bank reserves the right to notify you by e-mail or by conventional mail, in its discretion. You agree that if you continue to use the Service after we notify you of any change, you thereby accept the changes to the Terms and agree to be bound by this Agreement, as amended. If you do not accept and agree to the changes to the Terms, you will not be entitled to use the Service. You can review, download and print the most current version of this Agreement by consulting with your Farmers and Merchants Bank Clients Services at 410-517-3065 or via email correspondence to [clientservices@fmb1919.bank](mailto:clientservices@fmb1919.bank). If you do not agree to the changes, or if at any time you wish to discontinue your use of the Service, you can unsubscribe by contacting Farmers and Merchants Bank. Once your account with Farmers and Merchants Bank has terminated for any reason, you will have no further right or access to use the External Funds Transfer Service. To use the External Funds Transfer Service you must be at least eighteen (18) years old and be a resident of the United States.

### ***Information Authorization***

By clicking on the “I Agree to accept the terms and conditions” button, you authorize Farmers and Merchants Bank and our service provider to obtain such additional information as we deem reasonably necessary to insure that you, or persons to whom you may transfer funds, are not using our Service in violation of law, including, but not limited to, laws and regulations designed to prevent “money laundering” or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

Once you are approved for the External Funds Transfer Service we may verify your Accounts that you add to the Service from time to time. You authorize us to validate the Accounts through the use of a test transfer, in which one or more low value payments will be both credited to and debited from the Account. The test credit will always occur before the test debit and will always be of the same or lesser amount, so that the balance in any of your Accounts will never be less than the actual balance.

Once the test transfer is complete we may ask you to access your Account to tell us the amount of the test credit or debit or any additional information reported by your bank with this test transfer. We may also verify Accounts through requiring the entry of information you ordinarily use to access the Account provider’s web site, or by requiring you to submit proof of ownership of the Account.

### **User Content**

Subject to Farmers and Merchants Bank's Privacy Policy, you agree that Farmers and Merchants Bank may use, copy, modify, display and distribute any information, data, materials or other content (the "**Content**") you provide to Farmers and Merchants Bank for the purpose of providing the Service, and you hereby give Farmers and Merchants Bank a license to do so. By submitting Content, you represent that you have the right to license such Content to Farmers and Merchants Bank for the purposes set forth in this Agreement.

### ***Accounts***

You understand that in order to complete fund transfers, it is necessary for Farmers and Merchants Bank and our service provider to access the websites and databases of your bank and other institutions where you hold Accounts, as designated by you and on your behalf, to retrieve information and effect the fund transfers you request. By using the Service, you represent and warrant to us that you have the right to authorize and permit us to access your Accounts to effect such funds transfers or for any other purpose authorized by this Agreement, and you assure us that by disclosing and authorizing us to use such information you are not violating any third party rights. You warrant and represent that the information you are providing us with is true, current, correct and complete. You hereby

authorize and permit Farmers and Merchants Bank and our service provider to use information submitted by you to accomplish these purposes and to configure the Service to be compatible with the Accounts.

For as long as you are using the Service, you give to Farmers and Merchants Bank and our service provider a limited power of attorney and appoint Farmers and Merchants Bank and our service provider as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstituting, for you and in your name, place and stead, in any and all capacities, to access the Accounts, effect funds transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to Accounts, as fully to all intents and purposes as you might or could in person. Once Farmers and Merchants Bank and/or our service provider has actual knowledge that you wish to cease using the External Funds Transfer Service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by Farmers and Merchants Bank and/or our service provider in good faith before it has actual knowledge of termination by you and has a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you.

You understand and agree that at all times your relationship with each Account provider is independent of Farmers and Merchants Bank and your use of the External Funds Transfer Service. Farmers and Merchants Bank will not be responsible for any acts or omissions by the financial institution or other provider of any Account, including without limitation any modification, interruption or discontinuance of any Account by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN FARMERS AND MERCHANTS BANK AND OUR SERVICE PROVIDER IS EFFECTING A FUNDS TRANSFER FROM OR TO ANY OF YOUR OR A RECIPIENT'S ACCOUNTS, FARMERS AND MERCHANTS BANK AND OUR SERVICE PROVIDER IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. You agree that Farmers and Merchants Bank, its affiliates, service providers and partners shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS AND (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS.

Not all types of accounts are eligible for External Funds Transfer Service. Be sure to check with your financial institution for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the provider of your Account or those imposed by applicable law.

## **Electronic Communications**

**A. General Consent; Categories of Records.** The External Funds Transfer Service is an electronic, Internet based-service. Therefore, you understand and agree that this Agreement will be entered into electronically, and that the following categories of information ("**Communications**") may be provided by electronic means:

- This Agreement and any amendments, modifications or supplements to it.
- Your records of funds transfers and other transactions through the Service, including without limitation confirmations of individual transactions.
- Any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by federal or state law.
- Any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Service.
- Any other communication related to the Service.

Although Farmers and Merchants Bank reserves the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format will be considered to be "in writing." You should print a paper copy of any electronic Communication that is important to you and retain the copy for your records. If you do not agree to receive this Agreement or the Communications electronically, you may not use the Service.

**B. How to Withdraw Consent.** If you have registered for the Service and you wish to withdraw your consent to have Communications provided in electronic form, you must cancel any pending transfer requests (within the time period permitted by the Service

cancellation policies) and contact Farmers and Merchants Bank to cancel the Service. There are no fees to cancel a pending transfer request (as long as such cancellation is made within the time period permitted by the Service cancellation policies).

**C. How to Update Your Records.** You agree to promptly update your registration records if your e-mail address or other information changes. You may update your records, such as your e-mail address, by using the Preferences or Settings page.

**D. Delivery of Electronic Communications.** Communications may be posted on the pages of the Service website or other website disclosed to you and/or delivered to the e-mail address you provide. Any electronic Communication sent by e-mail will be deemed to have been received by you when Farmers and Merchants Bank or our service provider sends it to you, whether or not you received the e-mail. If the Communication is posted on the Service, then it will be deemed to have been received by you no later than five (5) business days after Farmers and Merchants Bank or our service provider posts the Communication on the pages of the Service, whether or not you retrieve the Communication. An electronic Communication by e-mail is considered to be sent at the time that it is directed by Farmers and Merchants Bank's or service provider's e-mail server to the appropriate e-mail address. An electronic Communication made by posting to the pages of the Service is considered to be sent at the time it is publicly available. You agree that these are reasonable procedures for sending and receiving electronic Communications.

**E. Hardware and Software Requirements.** In order to access and retain Communications, you must have:

- A current Internet browser that supports 128-bit encryption and allows third party cookies.
- An e-mail account and e-mail software capable of reading and responding to your e-mail.
- A personal computer, operating system and telecommunications connections to the Internet capable of supporting the foregoing.
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.
- Security and Malware software in prevention of application breaches and harmful attacks against systems

## **Privacy Policy and Confidentiality**

We regard your privacy and security with the utmost importance, and we are absolutely committed to safeguarding any information that you share with us. In order to provide the External Funds Transfer Service, we must obtain from you certain personal information about you, your Accounts, and your transactions (referred to herein as "**User Information**"). You represent that you have the right to provide such User Information and that you give us the right to use the User Information in accordance with our privacy policy.

All of your personal and financial information will be placed on a secure portion of our website. We do not use any persistent "cookies" on the browser to store any personal information. We have multiple levels of security that have been designed especially for us. You can see a full description of our bank's security awareness tips by clicking on "Security Awareness" link in the bank's website, [www.fmb1919.bank](http://www.fmb1919.bank). You can see a full description of our bank's privacy policy by clicking on "Privacy Policy" also located in the bank's website, [www.fmb1919.bank](http://www.fmb1919.bank).

## **Password**

You are responsible for maintaining the confidentiality of your Farmers and Merchants Bank customer number and password. No one at Farmers and Merchants Bank has access to your Account passwords or user ID's. You are responsible for uses of the Service whether or not actually or expressly authorized by you. Therefore, it is important that you **DO NOT SHARE YOUR ACCOUNT NUMBER OR PASSWORD WITH ANYONE FOR ANY REASON**. No one at Farmers and Merchants Bank will know or need to know your password, and Farmers and Merchants Bank employees will never ask for your password.

## **In the Event of Unauthorized Transfer**

If you believe your password has been lost or stolen, or that someone has transferred or may transfer money from your Account without your permission, contact us using the instructions on our site.

## **Consumer Liability**

You agree to notify us **AT ONCE** if you believe your password has been lost or stolen. Telephoning us promptly is the best way to protect yourself from possible losses. If you never tell us, you could lose all of the money in your account (plus your maximum overdraft line of credit). However, if you tell us within 2 business days, you can lose no more than \$50 if someone used your password without your permission.

If you do **NOT** tell us within 2 business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.

You can see a complete statement of all your funds transfers effected or pending at any time by clicking on the Activity tab. If your statement shows transfers that you did not make, notify us AT ONCE. If you do not tell us within 60 days after the transfer was posted to your statement, you may not get back any money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

**Business Days**

The Service will process requests for transfers on business days. Our business days are Monday through Friday. Holidays and Bank Holidays are not included.

**Transfer Types and Limitations**

**Types of Transfers**

You may use your Farmers and Merchants Bank password to access External Funds Transfer within the Service to transfer funds between any two of your Accounts about which you have provided the necessary information to Farmers and Merchants Bank. Transfers can be between Accounts within our Farmers and Merchants Bank and another financial institution.

Some of these services may not be available at all times. We may from time to time make available additional or new features to the Service, including but not limited to, a next day service and a higher limit service. You will be approved or declined for any such additional service at our sole discretion and additional terms and conditions may apply. Please ensure that you have sufficient funds to affect any funds transfers from your Accounts. We may at any time decline to effect any funds transfer that we believe may violate applicable law.

**Frequency of Transfers**

External Funds Transfers are limited and can not be executed on consecutive business days, allowing three (3) business days between the two (2) bank institutions to clear and post the account transfer transaction at each bank institution. Additionally, you may not make funds transfers in excess of the number of funds transfers allowed by the rules governing the applicable Accounts. We may from time to time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using our Service.

**Dollar Amount of Transfers**

You may not make funds transfers in excess of limits described on the Service. We reserve the right to change from time to time the dollar amount of funds transfers you are permitted to make using our Service. Account Balances will be displayed in the bank’s External Transfer Service – Transaction Request but will be limited to the stated limits in Exhibit A (see below). Without limiting the foregoing, in the event that your use of the Service has been suspended and reinstated as provided herein (see “**Suspension and Reinstatement of Funds Transfer Service**” below), you understand and agree that your use of the Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us.

Exhibit A – External Transfer Service Limits (Default)

**Default External Transfers Limits**

Service	Transaction Limit	Daily Limit	Outstanding Limit	Monthly (rolling 30 day) Limit
Standard Outbound	\$2,000	\$2,000	\$2,000	\$5,000
Standard Inbound	\$2,000	\$2,000	\$2,000	\$5,000
Standard Outbound High Limits	\$15,000	\$15,000	\$15,000	\$25,000
Standard Inbound High Limits	\$15,000	\$15,000	\$15,000	\$25,000
Next Day Outbound	\$2,000	\$2,000	\$2,000	\$5,000
Next day Inbound	\$2,000	\$2,000	\$2,000	\$5,000

## **Transfers subject to the Rules of the Accounts**

Additionally, all funds transfers are also subject to the rules and regulations governing the relevant Accounts. You agree not to effect any funds transfers from or to an Account that are not allowed under the rules or regulations applicable to such accounts including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations.

## **Rejection of Transfers**

We reserve the right to decline to effect any funds transfer, to submit funds transfer instructions or orders or to carry out change or cancellation requests.

## Authorization

You authorize us to select any means to execute your funds transfer instructions. You understand that to execute your funds transfer instruction we utilize the Automated Clearing House (ACH), using applicable ACH Rules, we debit one of your Accounts and credit another of your Accounts or an account of a Recipient. Once your Account has been debited, we credit our service provider's transfer account at the service provider's clearing bank. After our service provider and/or its clearing bank are reasonably certain that the debit will not be returned (in most cases this is usually between 3-4 banking days), our service provider will credit your or the Recipient's Account. The sole purpose for our service provider's transfer account is to complete your funds transfer requests and for performing the services within the scope of this Agreement. The service provider earns no interest on the funds in the transfer account. If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, you authorize our service provider to collect from the Account to which the credit side of the funds transfer was sent. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited. To effect this collection, you understand and authorize us to debit the credited Account or the debited Account in either the same dollar amount as the original funds transfer or a portion of the debit. There may be a fee associated with such collection imposed by the financial institution holding the Account.

You understand and agree that we may from time to time impose additional charges in connection with your funds transfer transactions. Farmers and Merchants Bank will notify you of such fee in advance of the transaction. If you choose to proceed with the transaction, you authorize Farmers and Merchants Bank to debit your account in the amount indicated.

In the event that a debit to any of your Accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited Account as set forth above, we reserve the right, and you hereby authorize us, to debit any of your other Accounts to the extent necessary to offset any resulting deficiency. We do not undertake to notify you in such event, other than by posting any such transfer or transfers to the applicable Account in accordance with this Agreement (see "**Documentation**," below).

If you have requested for a funds transfer to a Recipient, you must provide us with a true, correct, current email address for such Recipient. We will contact the Recipient, and ask the Recipient to provide us with certain information, such as the account number and financial institution that they wish to transfer the funds to. If the Recipient fails to reply to the email or fails to follow the instructions provided by us, we will notify you and credit your Account for the amount of the transfer.

## **Suspension and Reinstatement of Funds Transfer**

In the event that we at any time incur a problem with your use of the Service, including without limitation a fail in attempting to debit any of your Accounts or to collect with respect to any of your funds transfers as described above, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect itself from loss. In the event of such suspension, you may request reinstatement of your service by contacting us using any of the methods provided for under this Agreement (see "**Error Reporting and Claims**," below). We reserve the right in its sole discretion to grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Service, Farmers and Merchants Bank in its sole discretion may thereafter restore your ability to effect transfers subject to such higher limits as may then be in effect (see "**Dollar Amount of Transfers**," above).



## **Documentation**

You may access a statement of all funds transfers effected or pending at any time by clicking on the Activity tab within Funds Transfer. If a transfer could not be completed, Farmers and Merchants Bank and/or our service provider, upon learning that the funds transfer has failed, will make a reasonable effort to complete the transfer again. If the funds transfer fails a second time, we will notify you to contact your financial institution or other provider of the relevant Account to learn more about the failure.

## **Your Responsibility for Errors**

You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you, to submit funds transfer instructions on your behalf. You understand that financial institutions receiving the funds transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information or if there is any error in your instruction we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, Farmers and Merchants Bank reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

## **Error Reporting and Claims**

In case of errors or questions about your funds transfers, contact us as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. You can see a complete statement of all your funds transfers effected or pending at any time by clicking on the Activity tab. We must hear from you within 60 days after we FIRST posted the transfer to your statement.

(1) Tell us your name, and the account number of the Account to which the error relates. (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information. (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether we committed an error within 10 business days (20 business days for new member accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for new member accounts) to investigate your complaint or question. If we decide to do this, we will credit/debit the applicable Accounts within 10 business days (20 business days for new member accounts) for the amount you believe is in error, so that you or your intended Recipient will have use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within 10 business days, we may not credit/debit the applicable Accounts.

We will tell you the results within three business days after completing our investigation. If we decide that we did not make an error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of financial institutions holding the Account or the account of your Recipient. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution or the Recipient. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

## **Proprietary Rights**

You acknowledge and agree that Farmers and Merchants Bank and/or our service provider owns all rights in and to the External Funds Transfer Service. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile Farmers and Merchants Bank and/or our service provider's External Funds Transfer Service or any of Farmers and Merchants Bank and/or our service provider's services or technology.

## **No Unlawful or Prohibited Use**

As a condition of using the Service, you warrant to us that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

## **Service Changes and Discontinuation**

We may modify or discontinue the Service or your account with us, with or without notice, without liability to you, any other user or any third party. We reserve the right, subject to applicable law, to terminate your account and your right to use the Service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the Terms or the rights of Farmers and Merchants Bank and/or our service provider, or if you provide us with false or misleading information or interfere with other users or the administration of the Services. We reserve the right to charge a fee for the use of the Service and any additional services or features that we may introduce. You understand and agree that you are responsible for paying all fees associated with the use of our External Funds Transfer Service.

You may terminate your account with Farmers and Merchants Bank at any time by contacting us. Once your account with Farmers and Merchants Bank has terminated for any reason, you will have no further right or access to use the Service, and Farmers and Merchants Bank will not access your Accounts thereafter for any reason.

## **Use of SMS Messaging**

You may receive SMS messages related to your transactions from time to time, but please be aware that your carrier's normal rates and fees, such as text messaging fees, will still apply.

## **Links To Third Party Sites**

The Farmers and Merchants Bank website may contain links to other websites ("**Linked Sites**"). Such links are provided solely as a convenience to you. Farmers and Merchants Bank does not screen, approve, review or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that Farmers and Merchants Bank, its affiliates and partners are not responsible for the contents of any Linked Sites, including the accuracy or availability of information provided by Linked Sites, and makes no representations or warranties regarding the Linked Sites or your use of them.

## **Security Procedures**

You understand that the financial institution at which an Account is maintained may contact us to verify the content and authority of funds transfer instructions and any changes to those instructions. You understand that, as your agent, we may provide to such financial institution such information as may be required to verify the instructions and may constitute a valid security procedure under the rules governing such Account.

## **Deviating from Security Procedures**

You agree to allow us to authorize any financial institution at which you have an Account to accept funds and transfer instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition you agree that we may authorize such financial institutions to charge and debit your accounts based solely on these communications.

## **Account Number Policy**

If funds transfer instructions identify a bank or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers. In addition, you agree that we have no responsibility to investigate discrepancies between names and numbers.

## **Joint Account Holder**

In submitting your application for the External Funds Transfer Service, you confirm that, if any of your Accounts is a joint account, your joint account holder has consented for you to use your Accounts for the Service. We will end your use of the Service if any joint account holder notifies us that (i) they never consented to your use of our External Funds Transfer Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

## **Means of Transfer**

You authorize us to select any means we deem suitable to provide your funds transfer instructions to the applicable financial institution. These choices include banking channels, electronic means, funds transfer systems, mail, courier, or telecommunications services, intermediary banks and other organizations. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems, such as CHIPS or automated clearing house (ACH) as published by the National Automated Clearinghouse Association (NACHA). We shall make all reasonable efforts to ensure that your transfer requests are processed on time; however, we reserve the right to hold funds beyond the normal period and if any interest is earned will be the property of Farmers and Merchants Bank.

## **Our Liability**

If we do not provide a funds transfer instruction on time, if we cause an incorrect amount to be removed from an Account or if we cause funds from an Account to be transferred to any account other than the Account or Recipient's account specified in the applicable funds transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper Account or intended recipient's account. Farmers and Merchants Bank is not responsible or liable if your or the Recipient's financial institution's system fails and we are unable to complete the transfer. Except as otherwise required by law, Farmers and Merchants Bank shall in no other event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty of Farmers and Merchants Bank hereunder.

You agree that your transfer instructions constitute authorization for us to complete the transfer. You represent and warrant to us that you have enough money in the applicable Accounts to make any funds transfer you request that we make on your behalf through the Service. You understand and agree that we are not liable under any circumstances for any losses or damages if, through no fault of ours, you do not have enough money to make the funds transfer and the funds transfer is not completed or is later reversed or if your financial institution does not permit the transfer or the funds transfer would exceed the credit limit on any applicable overdraft line.

You also understand and agree that we are not responsible for any losses or damages if circumstances beyond our control (such as fire or flood) prevent us from making a funds transfer or if the Farmers and Merchants Bank website was not working properly and you knew about the breakdown when you started the funds transfer.

## **Limitation of Warranty and Liability**

YOU UNDERSTAND AND AGREE THAT OUR EXTERNAL FUNDS TRANSFER SERVICE IS PROVIDED "AS-IS." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE EXTERNAL FUNDS TRANSFER SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE EXTERNAL FUNDS TRANSFER SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE FARMERS AND MERCHANTS BANK WEB SITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE EXTERNAL FUNDS TRANSFER SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE EXTERNAL FUNDS TRANSFER SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT THE EXTERNAL FUNDS TRANSFER SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE EXTERNAL FUNDS TRANSFER SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF

SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE EXTERNAL FUNDS TRANSFER SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Indemnification**

You agree to indemnify, defend and hold harmless Farmers and Merchants Bank, its affiliates, partners, officers, directors, employees, consultants, service providers and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney's fees) arising from your use of the External Funds Transfer Service, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the Terms or your infringement, or infringement by any other user of your Farmers and Merchants Bank account, of any intellectual property or other right of any person or entity.

### **Recipient**

In the event that you are an intended Recipient, another customer (the "**Transferor**") has instructed us to transfer funds (the "**Funds**") to an account you designate at your bank or other financial institution (the "**Account**"). In addition to the Terms herein, you agree to accept the terms and conditions set forth below.

You authorize us to transfer the Funds to your Account. In order for us to complete the transfer, you will be prompted to provide us with the following information (the "**Information**"): 1) your full name; 2) your current residential address; 3) the name of your bank or financial institution and ABA routing number (the 9-digit number that appears on the far left of the bottom of your check) of the financial institution which holds your Account; 4) the Account number; and 5) a secret word or phrase known only to you and the transferor. We will utilize the Automated Clearing House (ACH) system to send the Funds to your Account. We will act on the information provided by you in completing ACH credit instructions to your Account. If for any reason your financial institution returns the ACH credit or the credit goes to the wrong financial institution or Account because you have provided us with incorrect information, we may in our sole discretion, take reasonable efforts to complete the credit transaction or return the Funds to the Transferor.

You agree not to impersonate any person or use a name that you are not authorized to use. You warrant and represent that you are the person intended by the Transferor and entitled to receive the Funds; that you are not a person whose Accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department; and that the Information you will provide is true, correct and complete.

We reserve the right to decline to complete any transfer, even after you have agreed to all of the Terms, if we have reason to believe that completing the transfer would result in a violation of law or expose us to liability or risk of loss. If the transfer is rejected for any reason, the funds will be returned to the Transferor.

### **Miscellaneous**

You understand and agree that our service provider is not a bank, a broker-dealer firm, or any other kind of financial institution. You represent and warrant that you are who you claim to be; that you are the rightful owner of all Content and the Accounts linked for the purposes of the External Funds Transfer Service; and that you are rightfully authorizing us to access the Accounts.

You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. Farmers and Merchants Bank's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of Farmers and Merchants Bank's right to subsequently enforce such provision or any other provisions of this Agreement.

The most current version of this Agreement as it appears on our website, including any amendments that we may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the External Funds Transfer Service. This Agreement may be amended, or any of Farmers and Merchants Bank's rights waived, only if Farmers and Merchants Bank agrees in writing to such changes, or you continue using the External Funds Transfer Service following receipt of notice of any changes proposed by Farmers and Merchants Bank. All notices to you shall be in writing and shall be made either via e-mail, conventional mail or messages delivered through the Services, at Farmers and Merchants Bank's discretion. All notices to Farmers and Merchants Bank must be made in writing. This Agreement is personal to you and you may not assign it to anyone.

If either of us has any dispute or disagreement with the other regarding this Agreement that we cannot resolve amicably, both parties agree that the sole and exclusive remedy shall be binding arbitration in accordance with the then-current rules and procedures of the American Arbitration Association. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to its conflict of laws provisions or your actual state or country of residence. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect.

This Agreement shall take effect immediately upon the acceptance of your application for the External Funds Transfer Service by us.

Rev. 10/23