

## **The Farmers and Mechanics Bank ONLINE BANKING AGREEMENT**

This Online Banking Agreement, including, as applicable, any related Enrollment Form, the signature card, rate and fee schedule, and any applicable Deposit Account Agreement, Service Agreement, and other instructions and the terms and conditions contained herein relating to specific Online Banking and Cash Management Services (collectively, the “Services”) that may be provided in connection herewith (collectively, this “Agreement”), sets forth the terms and conditions governing the provision of the Services by The Farmers and Mechanics Bank (“Financial Institution,” “we,” “our,” “ours”) to you or anyone authorized by you (collectively, “Client,” “you,” “your,” “yours”) and describes your and our rights, responsibilities and obligations. The Enrollment Form for Services is made an integral part of this Agreement. By completing and submitting the Enrollment Form, and/or using one or more of the Services, Client agrees to, and shall be bound by, the terms, conditions and provisions in this Agreement, including those for each Service which Client has selected. Financial Institution, in its sole discretion, may elect not to permit Client to use the Service until Financial Institution has determined that Client has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Financial Institution has had a reasonable opportunity to review the Enrollment Form and activate the Service. In any event, Client agrees that the use by Client of any Service shall, without any further action or execution or acceptance of any documentation on the part of Client, constitute Client’s acceptance of and agreement to Financial Institution’s terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Agreement, any applicable Service Agreement or otherwise prescribed by Financial Institution. In the event of a conflict between the terms of this Agreement and those of any Enrollment Form or Service Agreement, the terms of the Enrollment Form or Service Agreement, as applicable, shall govern and control with respect to the Service at issue. Capitalized terms not otherwise defined in the Agreement are defined in Exhibit B at the end of the Agreement. In order to activate the Service, you must have at least one Account with us linked to the Service.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and Financial Institution, intending to be legally bound, do hereby agree as follows:

### **Article I. Setup and Use of Online Access Services.**

**1.1. Eligibility.** To have access to the Services you must be an authorized user of the Software you select, if required for use with your selected Hardware (as defined in Section 1.4, below). You must also have at least one Eligible Account (as defined below) with us. Accounts which are "linked" under the Services will have one common owner and signer. Any signer, acting alone, must be authorized to access a linked account. Any non-linked account will not be accessible through the Service. ID(s) and Password(s) collectively are referred to as the “Access Codes”. For Internet Banking (also known as “Personal” Online Banking), you must designate a User ID and Password which will be required to gain access to the Service. For Business Online Banking, prior to your first use of a Service, the Financial Institution will assign you a Company ID, Company Password, and User ID and User Password, required to gain access to Business Online Banking. The Business Online Banking system will ask you to change your Passwords the first time that you use the system.

“Eligible Accounts” include the following:

1. Checking (Demand Deposit) Accounts
2. Savings Accounts
3. Money Market Accounts
4. Loans
5. Certificates of Deposit

**1.2. Security Procedure.** The use of the Access Code, in addition to other authentication methods described below, is a security procedure established by Financial Institution to authenticate the identity of the person attempting to gain access to the Service. The security procedure is not designed for the detection of errors. We may require you to change your Access Code from time to time for security reasons. You should keep your Access Code in a secure location. Any person having access to your Access Code will be able to access these Services and perform all transactions, including reviewing Account information and making Transfers to other Accounts and to other persons. **You are solely responsible for safeguarding the Access Codes. Providing these Access Codes to another person effectively constitutes a grant of authority to access your accounts. You acknowledge that the Financial Institution has no liability whatsoever for any unauthorized use of your Access Code.**

**1.2.1.** You agree to comply with all security procedures Financial Institution directs you to use (collectively, “Security Procedures”), and you acknowledge and agree that the Security Procedures, including (without limitation) any Access Code, password, personal identification number, user identification technology, token, certificate, layered security, or other element, means, or method of authentication or identification used in connection with a Security Procedure (“Security Devices”), constitute commercially reasonable security procedures under applicable law for the initiation of the Services you utilize, including without limitation, transfers and access to confidential information. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us from time to time, that any Security Device has been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable Security Procedures constitutes sufficient authorization for Financial Institution to execute such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or other documents relating to your Account maintained with Financial Institution, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your authorized written signature in authorizing us to execute such transaction or instruction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transaction initiated by you and that you bear the sole responsibility for detecting and preventing such error.

**1.2.2.** For Business Online Banking, you agree to appoint and designate an administrator (the “Administrator”) who will be authorized and responsible for creating and maintaining subsequent Access Codes and tokens on your behalf, including assigning and revoking access privileges for persons to use the Service (each, a “User”), and providing new and subsequent Security Devices to those Users. Financial Institution will provide Client’s designated Administrator, through United States postal mail and/or other delivery service selected by Financial Institution at Financial Institution’s option, with a Company ID, Company Password, User ID and User Password, and any tokens to be distributed by the Administrator to each User with respect to one or more of the Services. Client understands that the Administrator has the capability of providing administrative privileges identical to that of the Administrator to any User, including the ability to create and maintain subsequent User accounts and assigning and revoking access privileges. If these privileges are granted by the Administrator to a User, that User will also be considered an Administrator. Client acknowledges that any Administrator shall have the ability to control security levels such as Service access and Service transaction limits, including without limitation the ability to assign dollar amount limits to ACH origination. You also agree that the Administrator or any User shall also have the authority on behalf of Client to electronically accept and approve any and all agreements and amendments to agreements by and between Financial Institution and Client, including but not limited to this Agreement.

**1.2.3.** For Personal Online Banking, as the authenticated primary user of the Service for your Account, you have the ability to entitle another person or persons (each, a “Subuser”) with access to your online banking site and with certain authorities with respect to your accounts (“Shared Access”). Such Shared Access includes view-

only access, making transfers between designated accounts and initiating payments from designated accounts, granted individually or in combination. You have sole authority and control in sharing access with, managing and disabling Subusers and/or their respective authority. You authorize us to act on transaction instructions initiated under the credentials of a Subuser, just as if it was initiated under your credentials. When granting Shared Access, you assume total liability for any and all activities of a Subuser with respect to your accounts, and you agree to indemnify and hold us harmless against any claim arising out of a Subuser's breach of your agreement with said Subuser pursuant to Shared Access.

**1.2.4.** You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to your authorized representative(s). You agree not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. You also agree that Users shall not share Security Devices with each other. Where you have the ability to change or modify a Security Device from time to time (e.g., an Access Code), you agree to change Security Devices frequently in order to ensure the security of the Security Device. You agree to notify us immediately, according to notification procedures prescribed by us from time to time, if you believe that any Security Procedures or Security Device have been stolen, compromised, or otherwise become known to persons other than you or your authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions. You agree to indemnify, defend all claims, and hold Financial Institution harmless from any loss, damages, or expenses, including but not limited to attorney's fees and court costs, directly or indirectly caused by you, any User or Subuser, or your employees', or agents' failure to keep the Security procedures or Security Device confidential and secure.

**1.2.5.** You agree to notify us immediately, according to notification procedures prescribed by us from time to time, if the authority of any authorized representative(s) shall change or be revoked. You shall recover and return to us any Security Devices in the possession of any of your authorized representative(s) whose authority to have the Security Device has been revoked.

**1.2.6.** We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

**1.3. Access.** Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible from time to time for system maintenance or connectivity or system interruptions outside of the reasonable control of Financial Institution. We are not liable under this Agreement or any applicable Service Agreement for failure to provide access due to a system failure or due to other unforeseen circumstances. We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid. The Financial Institution may change the terms and conditions of this Agreement or any applicable Service Agreement from time to time to conform with changes or advancements in our services, or as required by law or regulation. All such changes will be made according to the procedures outlined in Article VIII. Use of any Service after the effective date of such changes will constitute your consent to the changes.

**1.4. Hardware Requirements.** You acknowledge that you are responsible for selecting and providing a computer or mobile device with the necessary Internet capabilities (the "Hardware") in order to access the Services. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of the Hardware, Software, and the Internet access service to your Hardware, and for all related costs. You are solely responsible for virus protection and maintenance of your Hardware. Financial Institution shall have no responsibility for failures, interruption or other defects in the Services, which are occasioned by incompatible, improperly installed or improperly maintained

Hardware or Software. The Financial Institution may add to, modify, or replace software programs used in conjunction with providing the Services under this Agreement or any applicable Service Agreement at its sole discretion and without notice. From time to time the Financial Institution may deem it necessary to hold training or retraining classes for you. For Business Online Banking, you agree that you will require appropriate personnel to participate in such training.

You may be charged data or messaging fees by your mobile devices provider. Not all Online Services may be available on all types of Hardware.

## **Article II. Online Access Services.**

- 2.1. Available Services.** Information about available services through Online Banking may be obtained from our website at [www.thefmbank.com](http://www.thefmbank.com), as may be modified from time to time. By using the Services when they become available, you agree to be bound by the terms and conditions contained in this Agreement or separate agreements covering these Services.
- 2.2. Restrictions; Limits.** In most cases you may use the Services to gain access to Eligible Accounts in which you have an unrestricted right to withdraw funds. However, the Financial Institution, as it may determine at any time and from time to time in its sole discretion, may deny Online Banking account access, restrict Online Banking account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account without advance notice to you.
- 2.3. Vendor.** You acknowledge and agree that the Service may be provided by an independent third party service provider (“Vendor”) as selected by Financial Institution, and that both the Vendor and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or Financial Institution. Neither the Financial Institution nor the Vendor is responsible for the actions or omissions of the other.

## **Article III. Additional Information about the Services.**

- 3.1. Account Access.** Transfers and Payments made via the Service from your Account will be deducted on the date you instruct us to process them. If the date you schedule a Transfer or Payment falls on a weekend or holiday, we will process your transaction the next Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment.
- 3.2. Processing Fund Transfers.** We can process a Transfer until 7:00 p.m., Central Time (Standard or Daylight) on a Transfer Day. If you request a Transfer after the cutoff time, the Transfer will be processed the following Transfer Day.

You are fully obligated to us to provide sufficient funds for any Payments or Transfers you make or authorize to be made. If we complete a Payment or Transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements.

If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds (“NSF”) charges that may apply.

- 3.3. Canceling Transfers or Payments.** You may cancel a pending Transfer or Payment transaction. However, to do so, we must receive your instruction to cancel prior to the cutoff time on the Transfer Day the transaction is scheduled to be processed. If we don’t receive your instruction to cancel a transaction before that time, we may process the transaction.

**3.4. Transfer(s) from Savings/Money Market Deposit Accounts.** Federal regulations require us to limit, either by contract or in practice, the number of certain types of transfers from savings and money market deposit Accounts. You are limited to six (6) preauthorized electronic fund transfers per Account per statement cycle. Each fund transfer through these Services from your savings or money market deposit Account is counted as one of the six (6) transfers permitted each statement cycle.

**3.5. Paperless Statements (E-Statements).** If your Hardware has the necessary capabilities, you may enroll in E-Statements and waive the mailing of your periodic paper statements by following the instructions to opt-in by use of the Services. Enrollment applies to ALL deposit Accounts where you have ownership.

Necessary capabilities to utilize this service, you will need to ensure that your computer meets the basic system requirements of: a) connectivity to the Internet; b) functioning Internet browser software such as Microsoft® Internet Explorer®, Mozilla Firefox®, or Apple® Safari®, or Google Chrome®, with a minimum of 256 bit encryption; and c) a valid email account, email address, and the ability to send and receive email messages; d) Adobe Reader® is required to view PDF files. This is a free program available from the Adobe® web site. Follow the download directions on the Adobe® web site to get your copy of Adobe Reader®. These specifications are fairly standard for most online banking programs.

A printer is also required if you want to print and retain paper copies of your statements. Upon enrollment, you will no longer receive paper statements for your account and your future account statements will end on the last day of each month. After your statement is available to you, you will receive an email message at the address you have provided to us. This message will notify you that your statement is available for viewing and retrieval at our secure online banking site, and it will also include any applicable legal and regulatory notices. Images of your cancelled checks from your current and your last statement cycle, if available, can also be accessed, viewed and retrieved through this site.

It will be incumbent upon you to visit our secure online banking site if you wish to view and/or retrieve your statements. It will also be your responsibility to notify us promptly of any change in your email address.

Under normal circumstances, statements may be accessed online for a period of no more than twenty-four (24) months, or in the event that an Account was opened more recently than two years ago, from the date the account was opened. Cancelled check images may be accessed online from your current and your last statement cycle. Access to cancelled check images will also be limited on an item-by-item basis to those checks which are returned to us through the banking system in either paper or electronic image format, which in turn will enable us to provide you with an item image. You will still have the option to request a paper statement or a cancelled check copy directly from the bank. Additional fees may apply.

You may cancel E-Statements at any time by sending a written request to F&M Bank, P.O. Box 1208, Galesburg, IL 61402-1208 or call us at 309-343-7141 or 1-877-343-7141. If you cancel the use of E-Statements, you will resume receiving paper statements for your account(s). For some types of accounts, fees or charges may apply for paper statements.

**3.6. E-Mails.** The Financial Institution will not immediately review e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate to the Financial Institution immediately. For example, if you need to stop payment on a check, to report a lost or stolen card, or to report an unauthorized transaction from one of your accounts, you should contact the Financial Institution immediately by calling (309)343-7141. The Financial Institution will not take actions based on your e-mail requests until the Financial Institution actually reviews your message and has a reasonable opportunity to act.

**3.7. Overdrafts: Order of Payments, Transfers, and Other Withdrawals.** If funds are withdrawn from any of your accounts by means of electronic funds transfers, other than through Online Banking on the same business day as an Online Banking transaction, and if the account contains insufficient funds to enable both the electronic funds transfer and the Online

Banking transfer to be made, then the electronic funds transfer will have priority and the Online Banking transfer will be refused or will result in an overdraft on your account. This is at the Financial Institution's sole discretion.

**3.8. Bill Payment Service.** You can arrange, at your option, for the payment of your current, future and recurring bills from your designated Bill Pay Account. For Bill Payment Service, your Payee list may include utility companies, merchants, financial institutions, insurance companies, individuals, etc. within the United States whom you wish to pay through Bill Payment Service. You must include the full name of the Payee and a complete mailing address and telephone number for each Payee, along with your account number with the Payee, the amount of the Payment, and whether the Payment is recurring. The Financial Institution reserves the right to decline to make Payments to certain persons and entities. You agree that any Payment for taxes, Payments that are court-ordered, government payments and Payments outside of the United States are prohibited and you agree that you will not attempt to use the Service to make these types of Payments. On recurring Payments, it is the responsibility of you or your designated authorized users to update Payee account information as necessary to ensure receipt of payment. Payments are posted against your ledger balance, plus the available credit on your overdraft protection, if any, or other line of credit.

**3.8.1.** You may schedule Payments to be initiated on a future date, or on the same date of each month. If the transaction shows an In Process status, then the Payment cannot be modified or deleted. Although you can enter Payment information through the Service twenty-four (24) hours a day, seven (7) days a week, the Financial Institution only initiates a Payment on Business Days. Funds must be available in your Account on the scheduled payment date. We may make the Payment either by transferring funds electronically to the Payee or by mailing the Payee a check. Funds will be deducted from your Account on the same Business Day for Electronic Payments. Payments made by check will be deducted from your Account when the check clears your Account. If you direct the initiation of a Payment to occur on a day other than a Business Day, it will be initiated on the following Business Day. The Bill Payment Service will indicate whether a Payee is paid electronically or by check.

When you create a new Payee in the Bill Payment service, it has a temporary status until we have had sufficient time to set up the account, and for your business Payees, to verify information about your account. You should schedule a Payment to a new Payee at least five (5) Business Days before any Payment due date, to allow us time to set up the Payee and verify information about your account with the Payee. Financial Institution is not liable for any service fees or late charges levied against you due to postal delays or processing delays by the Payee. There is no limit on the number of Payees or number of Payments that may be authorized. The maximum per Payment amount is \$9,999.99 for check Payments and the minimum per Payment amount is \$0.01; provided, that the Financial Institution may change these limits from time to time, in its sole discretion, without notice to you. Electronic Payments are subject to the availability of sufficient funds in the designated checking Account.

For all subsequent Payments, you agree to allow at least three (3) Business Days for Electronic Payments and at least five (5) Business Days for check Payments between the date you schedule a Payment to be initiated and the Payment due date (that is, the due date shown on your invoice or provided in your agreement with the Payee, not taking into account any applicable grace period). In no event will Financial Institution be responsible for any late fees, finance charges or other actions taken by the Payee, regardless of when you initiate the Payment.

When you schedule a Bill Payment that will be made by check, you authorize us to issue a check drawn on your qualified designated checking Account for the requested amount. If sufficient funds are not available in your designated Account when the check is presented for payment, we may refuse to honor the check and return it unpaid. At our sole discretion, we may elect to pay the check regardless of the insufficient funds. In either event, your qualified designated Account will be charged our then current fee for processing insufficient items, whether the check is paid or returned, as applicable. You are responsible for any loss or penalty that you may incur due to a lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your Account.

**3.8.2.** If Payment is to be made electronically and your Account does not have sufficient funds to make a Payment as of the date the transfer or Payment is attempted or scheduled to be made, the Transfer or Payment may be canceled and no further attempt will be made by Financial Institution to make the Transfer or Payment or notify you. Financial Institution shall have no obligation or liability if it does not complete a Transfer or Payment because

there are insufficient funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the Payment or rescheduling the Payment through the Service. In the case of the Financial Institution canceling an electronic item, *all* scheduled payments will be canceled.

**3.8.3.** Recurring Payments and Transfers are those made for the same amount, on the same date, on a weekly, bi-monthly, monthly basis, etc. Once started, recurring Payments and Transfers will be made automatically until you delete the Payment or Transfer or upon expiration. If the Payment is not a recurring Payment, it will be a “one-time Payment.” One-time Payments do not recur and are not made until you enter the Payee and amount of the current bill and submit the Payment. A recurring Bill Payment Service transaction that you want deleted must be deleted or the next Payment date changed five (5) Business Days before the current transaction date.

A stop payment cannot be placed on an Electronic Bill Payment transaction once issued. However, a stop payment can be placed on a Bill Payment transaction by Bill Payment check any time prior to 4:00 p.m. Central Time on the day such check is scheduled for final payment.

There is no fee for deleting an electronic Payment initiated through Bill Payment; however a fee will apply for a stop on a Bill Payment check.

In the event a Payment is returned to us for any reason, you authorize us, in our sole and absolute discretion, to either research and correct the Payment information or to void the Payment and re-credit your Account.

#### **Article IV. Limitations.**

Your use of these Services is subject to the following limitations:

- 4.1 Dollar Amount.** There may be a limit on the dollar amount of the transactions you can make using these Services, and these limits are subject to change, without notice to you, from time to time. Payment can only be made with U.S. currency.
- 4.2 Frequency.** In addition to the Federal banking regulations that restrict the number of transfers and withdrawals, the Financial Institution may impose limits on the number of transactions you can make using these Services within a specified time period. These limits are subject to change, without notice to you, from time to time.
- 4.3 Foreign Transactions.** No Payments may be made to Payees outside the United States.
- 4.4 Additional Limitations.** Additional limitations may be contained in this Agreement or the applicable Service Agreement. Your ability to initiate transactions may also be limited by the terms of other agreements you have with the Financial Institution or by applicable law.

#### **Article V. Parties' Responsibilities.**

##### **5.1 Your Responsibility.**

**5.1.1. Physical and Electronic Security.** You are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as “malware,” “keystroke loggers,” and/or “spyware”), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and Financial Institution is not responsible for any damage to your Hardware, Software, or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and

backing up any data and information stored in or on your operating systems. Financial Institution is not responsible for any errors or failures resulting from defects in or malfunctions of any Software installed on your operating systems.

- 5.1.2.** You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as “phishing” or “pharming”). You agree to educate your representative(s), agents, Users, Subusers, and employees as to the risks of such fraud and to train such persons to avoid such risks. You acknowledge that Financial Institution will never contact you by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information. In the event you receive an e-mail or other electronic communication that you believe, or have reason to believe, is fraudulent, you agree that you shall not open or respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, download or open any attachments, or otherwise comply with any instructions in the e-mail. To the extent allowed by law, you agree that Financial Institution is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or internet fraud.
- 5.1.3.** In the event of a breach of any Security Procedure, you agree to assist Financial Institution in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Financial Institution or Financial Institution’s agent access to your Hardware, Software, hard drive, storage media and devices, systems and any other equipment or device that was used in connection with the breach of the Security Procedure. You further agree to provide to Financial Institution any analysis of such equipment, device, or software or any report of such analysis performed by you, your agents, law enforcement agencies, or any other third party. Your failure to assist Financial Institution shall be an admission by you that the breach of the Security Procedure was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedure from you and not from a source controlled by Financial Institution.
- 5.1.4. Reporting Unauthorized Transactions.** You should notify us immediately if you believe your Access Codes or any Access Devices have been lost or stolen, that someone has gained access to the Security Procedure, or that someone has transferred or may transfer money from your Account without your permission or if you suspect any fraudulent activity on your Account. To notify us, call us at the number provided in Section 9.6 between 8:00 a.m. to 4:30 p.m. Central Time during a Business Day.
- 5.1.5. Duty to Inspect.** You shall regularly inspect all transaction history, reports, journals, and other material evidencing the activity of the Services. You must report all errors to the Financial Institution by the close of business on the banking day following the day on which the Service(s) is rendered. You must report all other errors within a reasonable time not to exceed thirty (30) days from the date that the error is made. Failure of you to promptly report errors within such specified time shall preclude you from asserting against the Financial Institution any claims arising from the error or any loss caused by the error.
- 5.1.6. Financial Information.** Financial Institution may from time to time request information from you in order to evaluate a continuation of the Service(s) to be provided by Financial Institution hereunder and/or adjustment of any limits set by this Agreement or any applicable Service Agreement. You agree to provide the requested financial information immediately upon request by Financial Institution, in the form required by Financial Institution. If you refuse to provide the requested financial information, or if Financial Institution concludes in its sole discretion that the credit risk of continuing to offer the Services to you is unacceptable, Financial Institution may terminate the Services according to the provisions hereof. You authorize Financial Institution to investigate or reinvestigate at any time any information provided by you in connection with this Agreement or any applicable Service Agreement or any Services and to request reports from credit bureaus and reporting agencies for such purpose.
- 5.1.7. Deadlines.** You shall deliver or transmit all data or information to Financial Institution by the deadline(s) specified in this Agreement or any applicable Service Agreement and the Operating Instructions (as defined in



section 5.1.9, below). Financial Institution shall have no obligation to process data or perform the Service if the data is not received by the Financial Institution by the specified deadline.

**5.1.8. Payment for Services.**

- .1. You agree to pay Financial Institution the fees established by Financial Institution for rendering the Services under the terms of this Agreement or any applicable Service Agreement. Once you have subscribed, you will be charged the applicable fee(s) whether or not you use Online Banking.
- .2. The Financial Institution may change or add any fees for Online Banking by the procedures outlined in Article VIII for amending this Agreement. Fees charged for Online Banking under this Agreement are in addition to any service charges or fees that apply to your Accounts with us.
- .3. You authorize the Financial Institution to deduct all applicable Monthly Fees from any Account enrolled in Online Banking. If you close the Account(s) associated with the Service, Fees may be deducted from any other Account you maintain with us or any of our affiliates. Furthermore, Financial Institution may setoff against any amount it owes to you in order to obtain payment of your obligations under this Agreement or any applicable Service Agreement.
- .4. In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service, this Agreement, and/or the software or equipment made available to you (excluding any income tax payable by Financial Institution). You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.

**5.1.9. Required Deposit Balance.** You agree to maintain the minimum collected balance ("Required Deposit Balance") in the amount and in the account specified in the Service Agreement establishing the terms and conditions of the specific Services selected by you and the set of detailed instructions ("Operating Instructions") establishing the procedures and operating instructions governing the Service.

**5.1.10. Data and Information Supplied by You.** You shall transmit or deliver data and other information in the format and on the media as provided for in the Service Agreement and the Operating Instructions if applicable or as otherwise required by the Financial Institution in conjunction with rendering the Service(s) selected by you. You shall have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. You acknowledge and agree that Financial Institution shall not be required to examine the data for correctness and the Financial Institution shall not have any responsibility for detecting errors in the data transmitted by you. The data transmitted by you must be legible, correct and complete. Financial Institution shall not process, and Financial Institution shall not be liable to you for failure to process, the data if it is not in the format specified by Financial Institution or if the data is incomplete. Financial Institution shall not be liable for errors or omissions caused by data that is rejected as the result of your failure to provide the data in accordance with the standards specified in the Agreement or any applicable Service Agreement and the Operating Instructions.

**5.1.11. Remotely Created Checks.** If you use a Service wherein you create or deposit a Remotely Created Check, as that term is defined in Federal Reserve Board Regulation CC, you warrant to Financial Institution that the person on whose account the Remotely Created Check is drawn authorized the issuance of the check in the amount stated on the check and to the payee stated on the check.

**5.1.12. Use of Services.** You will use the Services only for your use in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, you agree not to make the Services available or allow use of the Services in a computer bureau service business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party.

**5.1.13. Prohibited Transactions.** You agree not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which you are bound, or (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in you being or becoming a “money service business” as defined in the Financial Institution Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. You acknowledge and agree that Financial Institution has no obligation to monitor your use of the Services for activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Financial Institution reserves the right to decline to execute any transaction or activity that Financial Institution believes violates the terms of this Agreement.

**5.2 The Financial Institution’s Responsibilities.** Financial Institution agrees to use ordinary care in rendering Services under this Agreement and any applicable Service Agreement. You recognize and agree that ordinary care does not mean error free. You agree to pay all attorneys’ fees, costs and expenses Financial Institution may incur in collecting any sums you owe to Financial Institution for overdrafts, service charges or otherwise or in enforcing any rights Financial Institution may have under the terms of this Agreement and any applicable Service Agreement or applicable law, rule or regulation applicable to your Account(s) or the Services rendered by Financial Institution under this Agreement and any applicable Service Agreement. You also agree to pay all attorneys’ fees, costs and expenses that Financial Institution may incur as the result of defending any claim or action made against Financial Institution by you, or on your behalf where Financial Institution is found not to be liable for such claim. In no event shall Financial Institution be liable to you for attorneys’ fees incurred by you in any action brought by you against Financial Institution.

**5.2.1.** Our sole responsibility for an error in a transfer will be to use commercially reasonable efforts to correct the error.

**5.2.2.** We will not be liable under this Agreement or any applicable Service Agreement for failure to provide access or for interruptions in access to our Services due to a system failure or due to other unforeseen acts or circumstances.

**5.2.3.** We will not be responsible for any errors or failures from any malfunction of your Hardware or Software or any virus or other problems related to your Hardware or Software used with our Services.

**5.2.4.** We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any Hardware, Software, or system you use to access or communicate with the Online Banking Services.

**5.2.5.** We will not honor a request for a Transfer if: (a) it exceeds your collected and available funds on deposit with the Financial Institution; (b) it is not in accordance with any condition indicated by you and agreed to by the Financial Institution; (c) the Financial Institution has reason to believe it may not be authorized by you; (d) it involves funds subject to hold, dispute, or legal process preventing their withdrawal; (e) it would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority; (f) it is not in accordance with any other requirement stated in this Agreement or any Financial Institution policy, procedure or practice; or (g) for the protection of the Financial Institution or you, the Financial Institution has reasonable cause not to honor.

## **Article VI. Privacy and Confidentiality.**

**6.1 Privacy/Information Sharing.** The importance of maintaining the confidentiality and privacy of the information provided by you is one of our highest priorities. We may disclose information about your Accounts or the Transfers you make: (a) where it is necessary for completing the transfers or processing or maintaining your Accounts; (b) in order to verify the existence or condition of your Accounts for a third party such as a credit bureau or merchant; (c) in order to comply with legal process, government agency or court orders; (d) to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements; or (e) otherwise as permitted by law. An

explanation of our privacy policy will be provided to you separately in the manner required by applicable law. . Our privacy policy may change from time to time and is available on our website and at our Financial Institution locations.

**6.2 Confidential Information.** You agree to hold confidential and to use only in connection with the Service provided under this Agreement and any applicable Service Agreement all information furnished to you by Financial Institution or by third parties from whom Financial Institution has secured the right to use the Service, including, but not limited to, Financial Institution's product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should you at any time receive or acquire any information relating to another client of the Financial Institution, you shall promptly return such information to Financial Institution and not reveal such information to any other party and shall not make use of such information for your own benefit. Notwithstanding anything to the contrary contained herein, it is authorized and agreed by the parties hereto that the performance of said Service is or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, and/or a State regulatory agency and you agree to the release of your reports, information, assurances, or other data as may be required by them under applicable laws and regulations. You agree that any specifications or programs developed by the Financial Institution in connection with this Agreement and any applicable Service Agreement or supplied or made available to you by Financial Institution are the exclusive property of Financial Institution, its agents, suppliers, or contractors, and further agree that such material shall not be copied or used in any manner or for any purpose without the express written consent of Financial Institution. This clause shall survive the termination of this Agreement.

## **Article XII. Termination.**

**7.1 Termination Upon Written Notice.** Either you or the Financial Institution may terminate this Agreement, any applicable Service Agreement, and your Online Banking subscription at any time upon giving at least three (3) days prior written notice of the termination to the other party. If you terminate Online Banking, you authorize the Financial Institution to continue making Transfers you have previously authorized and continue to charge monthly fees until such time as the Financial Institution has had a reasonable opportunity to act upon your termination notice. Once the Financial Institution has acted upon your termination notice, the Financial Institution will make no further Transfers from your Accounts, including any Transfers you have previously authorized. If the Financial Institution terminates your use of Online Banking, the Financial Institution reserves the right to make no further Transfers from your Accounts, including any transactions you have previously authorized.

**7.2 Immediate Termination.** Either party shall have the right to terminate this Agreement, any applicable Service Agreement, and your Online Banking subscription immediately by giving written notice to the other if such other party: (i) ceases to conduct its business in the ordinary sense, (ii) has any substantial part of its property become subject to any levy, seizure, assignment or application for sale for, or by, any creditor or government agency, (iii) is a party to an acquisition or (iv) in the reasonable judgment of the party seeking termination, experiences an adverse change in its financial condition or business which impairs the ability of such party to perform its obligations under this Agreement or any applicable Service Agreement, (v) fails to perform its obligations under this Agreement or any applicable Service Agreement or defaults under any other agreement between the parties or (vi) makes any warranty or representation which proves to be false or misleading.

Notwithstanding the foregoing, Financial Institution may immediately terminate this Agreement and/or any applicable Service Agreement without notice if, (a) you or we close your Account(s), or (b) in Financial Institution's sole discretion, Financial Institution determines that you have abused the Online Banking Service or Financial Institution believes that it will suffer a loss or other damage if the Agreement and/or applicable Service Agreement is not terminated.

**7.3 Rights Cumulative.** Financial Institution's election to terminate this Agreement and/or any applicable Service Agreement is in addition to any and all other remedies that may be available to Financial Institution and will not affect any obligations you may have to Financial Institution. Any reinstatement of the Service under this Agreement and/or any applicable Service Agreement will be at Financial Institution's sole discretion and must be agreed upon in writing by an authorized representative of Financial Institution.

**7.4 Rights/Duties Upon Termination.** Upon termination of this Agreement and/or any applicable Service Agreement, any property or rights of a party in the possession of the other party, tangible or intangible, shall be returned to owner thereof within seven (7) days after the later to occur of (i) termination of the Agreement and/or any applicable Service Agreement or (ii) the last date that such party receives any such property or rights.

Upon termination of this Agreement and/or any applicable Service Agreement, (i) you will promptly pay to Financial Institution all sums due or to become due under this Agreement and/or applicable Service Agreement, and (ii) you shall have no further right to make use of the Service or any system or software which may have been provided in connection with the Service.

#### **Article VIII. Changes in Terms and other Amendments.**

The Financial Institution may amend the terms of this Agreement and any applicable Service Agreement, and alter, change, or modify the Services provided under the terms of this Agreement and any applicable Service Agreement (including the fees and charges for Services listed) or any supplemental agreement at any time in its sole discretion by giving written notice to you; provided that Financial Institution may modify this Agreement without notice to you as set forth herein. If required by applicable law, notice will be given for the required applicable number of days in advance of such amendments by mailing a copy of the amendment to you at your most recent address shown on our records or, if you have previously agreed, by providing notice delivered to the last email address you have provided us. Your continued use of the Services shall constitute your agreement to such amendment. No amendments requested by you shall be effective unless received in writing by Financial Institution and agreed to by the Financial Institution in writing.

#### **Article IX. Other Provisions.**

**9.1 Electronic Notices.** We may deliver to you any required disclosures and other notices concerning these Services or your Accounts by e-mail or other appropriate electronic means.

You may use e-mail to contact us about inquiries, maintenance and/or some problem resolution issues. E-mail may not be a secure method of communication. Thus we recommend you do not send confidential personal or financial information by e-mail. There may be times when you need to speak with someone immediately (especially to report a lost or stolen Password, or to stop a payment). In these cases, **do not use e-mail**. Instead, you should call us at the number provided in Section 9.6.

**9.2 Hours of Operation.** Our representatives are available to assist you from the hours of 8:00 a.m. to 4:30 p.m. Central Time (Standard or Daylight), Monday through Friday, except holidays, by calling the number provided in Section 9.6.

**9.3 Ownership of Website.** The content, information and offers on our website are copyrighted by Financial Institution and/or Vendor and the unauthorized use, reproduction, linking or distribution of any portions thereof is strictly prohibited. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Sites, except as provided in this Agreement, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the Financial Institution's sites are the trademarks, service marks or logos of Financial Institution, or others as indicated.

**9.4 Web-linking Practices.** Financial Institution may provide access to information, products or services offered on other third party web sites. The Financial Institution is not responsible for, nor does control, the content, products, or serviced provided by linked sites. The Financial Institution does not endorse or guarantee the products, information or recommendations provided by linked sites, and is not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than the Financial Institution and have a privacy policy different than that of the Financial Institution. Your access, use and reliance upon such content, products or services is at your own risk.

**9.5 Geographic Restrictions.** The Services described in this Agreement and any application for credit, deposit services, and brokerage services available at our web site are solely offered to citizens and residents of the United States of America residing within the United States of America. Citizens and residents may not be able to access these Services outside the United States of America.

**9.6 Contact Information.** In case of questions about your electronic transactions contact our client service at:

**The Farmers and Mechanics Bank  
Attn: Online Banking Department  
21 East Main Street, PO Box 1208  
Galesburg, IL 61402-1208  
Phone: (309)343-7141  
Fax us at: (309)343-6699  
Email\*: [info@thefmbank.com](mailto:info@thefmbank.com)**

*\*Please do not send sensitive information, such as account numbers, account balances or Social Security Numbers through email as it is not secure.*

**9.7 Deposit Account Agreement.** You acknowledge and agree that your demand deposit account maintained with Financial Institution is an integral part of the Services offered by Financial Institution and that all transactions and Services initiated or processed pursuant to this Agreement are subject to the terms and conditions of the rules, regulations and agreement ("Deposit Account Agreement") governing accounts in effect from time to time between you and Financial Institution. The Deposit Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Agreement shall control over any inconsistent terms and conditions of the Deposit Account Agreement. You acknowledge that you have signed and executed all agreements, resolutions, signature cards and forms governing your demand deposit account required by Financial Institution. If you have not signed the foregoing forms required by Financial Institution, by signing this Agreement, you acknowledge that you have read the contents of and agree to be bound by the terms of those forms, agreements and documents, and adopt and ratify, as an authorized signatory(s), the signature(s) of any person(s) who has signed a signature card or any check on your account. You also agree to establish all accounts that must be opened in conjunction with the Service provided by Financial Institution.

**9.8 Effective Dates.** The effective date of this Agreement and any applicable Service Agreement shall be the date upon which the Agreement is executed by you and accepted by Financial Institution.

**9.9 Internet Disclaimer.** For any Service(s) described in the Agreement utilizing the Internet, Financial Institution does not and cannot control the flow of data to or from Financial Institution's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). Financial Institution cannot guarantee that such events will not occur. Accordingly, Financial Institution disclaims any and all liability resulting from or related to such events and in no event shall Financial Institution be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or Financial Institution's ability to connect to the Internet on your behalf.

**9.10 Limitation of Liability.**

**9.10.1** YOU AGREE THAT FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY YOU OF ANY SERVICE EVEN IF YOU, FINANCIAL INSTITUTION OR FINANCIAL INSTITUTION'S SERVICE PROVIDER HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**9.10.2** TO THE FULLEST EXTENT ALLOWED BY LAW, FINANCIAL INSTITUTION'S LIABILITY TO YOU UNDER THIS AGREEMENT OR ANY APPLICABLE SERVICE AGREEMENT SHALL BE LIMITED TO USING COMMERCIALY

REASONABLE EFFORTS TO CORRECT ERRORS RESULTING FROM FINANCIAL INSTITUTION'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL FINANCIAL INSTITUTION BE LIABLE TO YOU FOR AN AMOUNT GREATER THAN THE FEES FOR THE SERVICES ACTUALLY PAID BY YOU AND RECEIVED BY FINANCIAL INSTITUTION DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED, WHICH SHALL BE DETERMINED BY THE EARLIER OF THE DATE WHEN YOU FIRST BECAME AWARE OF THE CLAIM OR THE DATE WHEN, THROUGH THE EXERCISE OF REASONABLE CARE, YOU REASONABLY SHOULD HAVE BECOME AWARE OF THE CLAIM.

**9.10.3** YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY FINANCIAL INSTITUTION ON AN "AS IS" BASIS.

**9.10.4** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, FINANCIAL INSTITUTION MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO YOU OR TO ANY OTHER PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY FINANCIAL INSTITUTION EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.

**9.10.5** FINANCIAL INSTITUTION MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR COMPUTER SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF FINANCIAL INSTITUTION'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**9.10.6** FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF YOUR HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY FINANCIAL INSTITUTION TO YOU IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO FINANCIAL INSTITUTION OR FROM FINANCIAL INSTITUTION TO YOU. FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR COMPUTER HARDWARE OR SOFTWARE.

**9.11** Relationship of Parties. Client and Financial Institution acknowledge and agree that the relationship between Financial Institution and Client is that of an independent contractor and that this Agreement does not establish or create a general agency, joint venture, partnership, or employment relationship between them.

**9.12** Force Majeure. The Financial Institution shall not be responsible for any liability, loss, or damage resulting from Financial Institution's failure to perform any Service or to perform any other obligations under this Agreement and any applicable Service Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Financial Institution's control.

**9.13** Reimbursement. Any reimbursement by Financial Institution for any liability hereunder may be made either directly to you or by adjustment of the aggregate ledger and collected balances of your accounts.

**9.14 Indemnification.** In addition to other indemnification and liability provisions elsewhere in this Agreement and any applicable Service Agreement, to the fullest extent allowed by law, you will be liable for, hold harmless, and will indemnify Financial Institution, and their employees and agents from and against all claims of any sort by third parties or others arising out of this Agreement and any applicable Service Agreement, including all losses and expenses incurred by Financial Institution arising out of your failure to report required changes, transmission of incorrect data to Financial Institution, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly and solely by Financial Institution's failure to exercise ordinary care or to act in good faith, you agree to indemnify and hold Financial Institution, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any Services performed in connection with this Agreement and any applicable Service Agreement, (ii) Financial Institution's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by Financial Institution to be an authorized representative of you or Authorized User, (iii) your breach of any of your covenants, agreements, responsibilities, representations or warranties under this Agreement and any applicable Service Agreement, and/or (iv) your breach of applicable laws, rules or regulations.

**9.15 ARBITRATION AND WAIVER OF JURY TRIAL.**

**YOU AND FINANCIAL INSTITUTION AGREE THAT THE TRANSACTIONS PROCESSED UNDER THIS AGREEMENT OR ANY SERVICE AGREEMENT INVOLVES "COMMERCE" UNDER THE FEDERAL ARBITRATION ACT ("FAA"). ANY CONTROVERSY OR CLAIM BETWEEN YOU AND FINANCIAL INSTITUTION, OR BETWEEN YOU AND ANY OF FINANCIAL INSTITUTION'S OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF OR IS RELATED TO ANY SERVICE PROVIDED UNDER THIS AGREEMENT OR ANY SERVICE AGREEMENT, WHETHER BASED ON CONTRACT OR IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT (COLLECTIVELY, ANY "CLAIM"), WILL BE SETTLED BY BINDING ARBITRATION UNDER THE FAA. THE ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES ("THE ARBITRATION RULES"). IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (C) YOU WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE; (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL; AND (E) THIS AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND FINANCIAL INSTITUTION. THIS AGREEMENT TO ARBITRATE DISPUTES WILL SURVIVE THE CLOSING OF YOUR ACCOUNT AND THE TERMINATION OF THIS AGREEMENT OR ANY SERVICE AGREEMENT.** Notwithstanding the foregoing, either party may immediately bring a proceeding seeking preliminary injunctive relief in the Circuit court with jurisdiction over Knox County, Illinois, or the United States District Court for the Central District of Illinois. Such injunctive release shall remain in effect until a final award is made in the arbitration.

**9.16 Governing Law.** These terms and conditions of this Agreement and any applicable Service Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions and without regard to your state of residence.

**9.17 Attorney Fees and Costs.** The prevailing party in any proceeding brought under this Agreement shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees (which may be or include the allocable cost of in-house counsel) and costs, including fees for any litigation, arbitration, mediation, appeal, or bankruptcy proceedings, and any post-judgment collection actions, if applicable.

**9.18 Compliance with Laws, Rules, and Regulations.** You agree to comply with all existing and future instructions used by the Financial Institution for processing of transactions. You further agree to comply with and be bound by all applicable state

or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the Board of Governors of the Federal Reserve, the National Automated Clearing House Association ("NACHA") and any other clearinghouse or other organization in which Financial Institution is a member or to which rules Financial Institution has agreed to be bound. These laws, procedures, rules, regulations, and definitions shall be incorporated herein by reference.

#### **9.19** Miscellaneous Provisions.

- 9.19.1** Headings. The headings and captions contained in this Agreement and any applicable Service Agreement are included only for convenience of reference and do not define, limit, explain, or modify this Agreement and any applicable Service Agreement or its interpretation, construction, or meaning.
- 9.19.2** Severability. The holding of any provision of this Agreement and any applicable Service Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement and any applicable Service Agreement, which shall remain in full force and effect.
- 9.19.3** Waiver. No waiver by the Financial Institution (whether or not in writing) of any term, condition, or obligation of you under this Agreement and any applicable Service Agreement shall bind the Financial Institution to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.
- 9.19.4** Binding Effect. This Agreement and any applicable Service Agreement shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.
- 9.19.5** Entire Agreement. This Agreement and any applicable Service Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement.
- 9.19.6** Transfers and Assignments. You cannot transfer or assign any rights or obligations under this Agreement and any applicable Service Agreement without Financial Institution's written consent. The Financial Institution may assign its rights and delegate its duties under this Agreement and any applicable Service Agreement to a company affiliated with the Financial Institution or to any other party.



## EXHIBIT B

### Definitions.

The following terms and definitions apply when used in this Agreement.

- 1.1. "Account" or "Accounts" means one or more eligible checking, savings, money market deposit or loan account that you have with us.
- 1.2. "Account Access" means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.
- 1.3. "Account Agreement" means the agreement between you and us that governs the use of your Account including the deposit account agreement, any funds availability agreement, electronic funds transfer agreement or disclosure, line of credit agreement, and our schedule of fees and charges.
- 1.4. "Bill Payment Account" means the Account(s) you have authorized us to debit for payment made to Payee(s) in connection with the Online Banking Service.
- 1.5. "Bill Payment Service" means our service that allows you to pay or transfer funds to designated Payees based upon your instructions to us, via personal computer, entered on the bill payment site.
- 1.6. "Bill Payment" or "Payment" means the remittance of funds, initiated through Online Banking Service, from a Bill Payment Account to a Payee.
- 1.7. "Business Day(s)" means 8:00 a.m. to 5:00 p.m. Monday through Friday. Federal Holidays are not included. Some online transaction deadlines may vary from this definition.
- 1.8. "Deposit Account Agreement" has the meaning provided in Section 9.7.
- 1.9. "Electronic" means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.
- 1.10. "Enrollment Form" means the Authorization for Online Banking and Cash Management Services form completed by you and submitted to Financial Institution
- 1.11. "Funds Transfer" or "Transfer" means a transfer of funds, initiated through Online Banking Service, from one eligible account to another.
- 1.12. "Online Banking" or "Service" means the service(s) described in this Agreement.
- 1.13. "Password" means the confidential identification number or other code assigned to you by us or selected by you for identification purposes in connection with the use of our Online Banking Services.
- 1.14. "Payee" means any individual, financial institution, educational institution, company, merchant or other entity you wish to pay using Online Banking Services.
- 1.15. "Service Agreement" refers to a separate agreement for certain cash management services offered by Financial Institution.
- 1.16. "Transfer Day" means Monday - Friday, from 6:00 a.m. to 7:00 p.m., Central Time (Standard or Daylight). Holidays are not included.

Other definitions may be set forth elsewhere in this Agreement.

The following **ELECTRONIC FUNDS TRANSFER DISCLOSURE** applies only to consumer deposit accounts. A “consumer deposit account” is defined as a deposit account owned by one or more natural persons and established primarily for personal, family, or household use.

## **ELECTRONIC FUNDS TRANSFER DISCLOSURE**

### **REGULATION E**

For purposes of this disclosure the terms “we”, “us” and “our” refer to THE FARMERS AND MECHANICS BANK. The terms “you” and “your” refer to the recipient of this disclosure.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your ATM card or debit card at automated teller machines (ATMs) and any networks described below.

This disclosure contains important information about your use of electronic fund transfer (EFT) services provided by THE FARMERS AND MECHANICS BANK in relation to account established primarily for person, family or household purposes. Please read this document carefully and retain it for future reference.

#### **ELECTRONIC FUND TRANSFER SERVICES PROVIDED**

**SERVICES PROVIDED THROUGH THE USE OF ATM CARD OR DEBIT CARD.** If you have received an electronic fund transfer card (“ATM CARD” or “DEBIT CARD”) from us, you may use it for the type(s) of services noted below, and the following provisions are applicable:

**USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER (“PIN”).** In order to assist in maintaining the security of your account and the terminals, the ATM card or debit card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your ATM card or debit card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Your ATM Card may only be used with your PIN. Certain transactions involving your debit card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify THE FARMERS AND MECHANICS BANK immediately if your ATM card or debit card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your ATM card or debit card or to write your PIN on your ATM card or debit card or any other item kept with your ATM card or debit card. We have the right to refuse a transaction on your account when your ATM card or debit card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your ATM card or debit card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN by visiting or calling any bank location or by calling the 24 hour phone number provided on the PIN mailer.

#### **ATM SERVICES.**

The following services are available through the use of your ATM card and debit card:

- You may withdraw cash from your checking account(s), savings account(s), and money market account(s).
- You may transfer funds between your checking and savings accounts.
- You may make balance inquiries on your checking account(s), savings account(s), and money market account(s).

#### **OTHER ATM SERVICES.**

In addition, you may perform the following transactions:

- Purchase U.S. Postage Stamps

**NETWORK.** Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transactions is being performed. A specific ATM or network may not perform or permit all of the above transactions.

Besides being able to use your ATM card or debit card at our ATM terminals, you may access your accounts through the following network(s): SHAZAM, MASTERCARD and CIRRUS.

**ATM FEES.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

**POINT OF SALE TRANSACTIONS.** You may use your debit card (“POS Access Card”) to purchase goods and services from merchants that have arranged to accept your POS Access Card as a means of payment (these merchants are referred to as “Participating Merchants”). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your POS Access Card, including any purchase where you receive cash, are referred to as “Point of Sale” transactions and will cause your “designated account” to be debited for the amount of the purchase. The designated account for debit card transactions is your checking account.

In addition, your debit card may be used at any merchant that accepts MasterCard® debit cards for the purchase of goods and services. Your card may also be used to obtain cash from your designated account at participating financial institutions.

Each time you use your POS Access Card, the amount of the transaction will be debited from your designated account. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for the POS Access Card transactions. We may, but do not have to, allow transactions which exceed your available account balance or, if applicable, your available overdraft protection. If we do, you agree to pay the overdraft.

**CURRENCY CONVERSION - MasterCard®.** If you perform transactions with your card with the MasterCard® logo in a currency other than US dollars, MasterCard International Inc. will convert the charge into a US dollar amount. At MasterCard International, they use a currency conversion procedure, which is disclosed to institutions that issue MasterCard®. Currently, the currency conversion rate used by MasterCard International to determine the transaction amount in US dollars for such transactions is generally either a government mandated rate or wholesale rate, determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing day may differ from the rate that would have been used on the purchase date or the cardholder statement posting date.

**SERVICE PROVIDED THROUGH THE USE OF BANK BY PHONE.** You may perform the following functions through use of BANK BY PHONE:

- You may initiate transfers of funds between your checking and savings accounts, checking and money market accounts and savings and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), Certifications of Deposit, and loans.
- You may make payments on consumer loans, and home mortgage loans that you have with us.
- You may change your PIN via the telephone.

**PREAUTHORIZED TRANSFER SERVICES**

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), and money market account(s).
- You may arrange for the preauthorized automatic payment of bills from your checking account(s), savings account(s), and money market account(s).

**SERVICES PROVIDED THROUGH USE OF INTERNET AND MOBILE BANKING.** THE FARMERS AND MECHANICS BANK offers its customers use of our Internet and Mobile Banking Service.

Internet banking allows the customer to do all of their normal banking activities. All customer information is kept strictly confidential.

**ELECTRONIC CHECK CONVERSION.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.

**LIMITATIONS ON TRANSACTIONS**

**TRANSACTION LIMITATIONS – ATM CARD**

- CASH WITHDRAWAL LIMITATIONS: You may withdrawal up to \$310.00 through use of ATMs in any one day.

**TRANSACTION LIMITATIONS – DEBIT CARD**

- CASH WITHDRAWAL LIMITATIONS: You may withdrawal up to \$310.00 through use of ATMs in any one day.
- POINT OF SALE LIMITATIONS: You may buy up to \$1,000.00 worth of goods or services in any one day through use of our Point of Sale service.

**OTHER LIMITATIONS**

The terms of your account(s) may limit the number or withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.

We reserve the right to impose limitation for security purposes at any time.

**LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS.** Federal regulation limits the number of checks, telephone transfer, online transfers and preauthorized transfer to third parties (including Point of Sale transactions) from money market and savings type accounts. You are limited to six such transactions from each money market and/or savings type account(s) you have each statement period for purposes of making a payment to a third party or by use of a telephone or computer.

**NOTICE OF RIGHTS AND RESPONSIBILITIES**

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

**RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS**

**TERMINAL TRANSFERS.** You will get a receipt at the time you make an EFT transaction of more than \$15.00 to or from your account at an ATM terminal or at a Participating Merchant. The receipt shall clearly set forth to the extent available:

1. The amount involved and the date the transfer is initiated;
2. The type of transfer;
3. The identity of your account with the financial institution from which or to which funds are transferred;
4. The identity of any third party to whom or from whom funds are transferred; and
5. The location or identification of the electronic terminal involved.

**DOCUMENTATION AS EVIDENCE OF TRANSFER.** Any documentation that is provided to you which indicates that an electronic fund transfer was made shall be Admissible as evidence of such transfer and shall constitute **prima facie** proof that such transfer was made to another person.

**PERIODIC STATEMENTS.** If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case, you will receive your statement at least quarterly.

**PREAUTHORIZED DEPOSITS.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- You can call us at (309) 343-7141 to find out whether or not the deposit has been made.

## **RIGHTS REGARDING PREAUTHORIZED TRANSFERS**

**RIGHTS AND PROCEDURES TO STOP PAYMENTS.** If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

call us at: (309) 343-7141

or

write to: F&M Bank, PO Box 1208, 21 East Main Street, Galesburg, IL 61402-1208

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after your call.

**NOTICE OF VARYING AMOUNTS.** If you have arranged for the automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted.

You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS.** If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses and damages.

**YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT.** If you believe your ATM card or debit card or PIN or internet banking access code has been lost or stolen,

call us at: (309) 343-7141

or

write to: F&M Bank, PO Box 1208, 21 East Main Street, Galesburg, IL 61402-1208

**CONSUMER LIABILITY.** Tell us at once if you believe your ATM card or debit card or internet banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days after you learn of the loss or theft of your ATM card or debit card or PIN, you can lose no more than fifty dollars (\$50) if someone used your ATM card or debit card or PIN without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your ATM card or debit card or PIN and we can prove we could have stopped someone from using your ATM card or debit card or PIN without your permission if you have given us notice, you can lose as much as five hundred dollars (\$500).

Also, if your statement shows transfer you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you could lose all the money in your account (plus maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason, (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

**CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT CARD.** The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the MasterCard® branded card.

If you promptly notify us about an unauthorized transaction involving your card and the unauthorized transaction took place on your MasterCard® branded card, including any PIN-based ATM or POS transactions, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft and, upon becoming aware of such loss or theft, promptly reported the loss or theft to us.

**IN CASE OF ERRORS OR QUESTION ABOUT YOUR TRANSACTIONS.** In case of errors or questions about your electronic fund transfers,

call us at: (309) 343-7141

or

write to: F&M Bank, PO Box 1208, 21 East Main Street, Galesburg, IL 61402-1208

or use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact THE FARMERS AND MECHANICS BANK no later than 60 days after we sent you're the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you may be required to send in your complaint or questions in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTION.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your ATM card or debit card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfer, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

**CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS.**

**PER TRANSACTION CHARGE.** We may assess a fee for each pre-authorized transfer, ATM transaction, telephone transaction or Point of Sale purchase you make. Please see the applicable schedule of fees to determine the applicable amount.

**PERIODIC CHARGE.** We may charge you a fixed monthly or annual charge for the additional services available to you through your ATM card or debit card or otherwise. See the applicable schedule of fees to determine the amount of the charges.

**SCHEDULE OF FEES.** The schedule of fees referred to above is being provided separately and is incorporated into this document by reference. Additional copies of the schedule may be obtained from THE FARMERS AND MECHANICS BANK upon request.

**DISCLOSURE OF ACCOUNT INFORMATION.** We will disclose information to third parties about your account or electronic fund transfer made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. With your consent.

**DEFINITION OF BUSINESS DAY.** Business days are Monday through Friday excluding holidays.

**NOTICE OF ATM SAFETY PRECAUTIONS**

**SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE.** Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your ARM card or debit card ready to use when you reach the ATM. Have all your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the time that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.
- Report all crimes to the operator of the ATM and to local law enforcement officials immediately.

**ADDITIONAL PROVISIONS**

Your account is also governed by the terms and conditions of other applicable agreements between you and THE FARMERS AND MECHANICS BANK.

You agree not to reveal your PIN to any person not authorized by you to access your account.