

Farmers & Merchants Bank WebBanker Personal Internet Banking Terms and Conditions Agreement & Electronic Funds Transfer Disclosure

This Farmers & Merchants Bank WebBanker Personal Internet Banking Service Terms and Conditions Agreement & Electronic Funds Transfer Disclosure ("Agreement") provides information about Farmers & Merchants Bank WebBanker Personal Internet Banking Service ("Banking Service"), a consumer electronic banking service. Services include bill payment and funds transfers performed by using your personal computer (PC) with an Internet connection. For the purpose of this document, "You" and "Your" shall refer to each Depositor who signs up for Farmers & Merchants Bank WebBanker Personal Internet Banking Service. "We," "Our," "Us," or "Bank" shall refer to Farmers & Merchants Bank. All references to time of day in this Agreement shall be Eastern Standard Time or Daylight Savings Time in the Eastern Time zone.

Definitions:

Funding Account(s)/Receiving Account(s)

Funding Accounts are account(s) accessible through the Farmers & Merchants Bank WebBanker Personal Internet Banking Service used for the initiation of transfers and/or bill payments. Receiving Account(s) are those accounts accessible through the Farmers & Merchants Bank WebBanker Personal Internet Banking Service which receive funds that are being transferred from a funding account.

Effective Date

The effective date is the date for which a scheduled transaction is to take place.

Balance

Funds on deposit as of the close of business on the prior posting date which are available for withdrawal, including memo posted transactions; plus cash deposits, less electronic withdrawals, online cash withdrawals and holds.

Available Funds

The Balance (See definition of **Balance**) in the account plus, if applicable, *any* funds which may be accessed through the Automatic Transfer service or Bounce Protection.

Current Balance

Funds in the account as of the close of business on the prior posting date which are available for withdrawal, including memo posted transactions; plus *any* deposits, less electronic withdrawals and online cash withdrawals.

A. Registration for the FARMERS & MERCHANTS BANK WebBanker Personal Internet Banking Service

Farmers & Merchants Bank WebBanker Personal Internet Banking Service is a menu option or "button" found on Farmers & Merchants Bank's home page www.fmbbank.com. You may become eligible for this Banking Service by submitting a Farmers & Merchants Bank WebBanker Personal Internet Banking Service Registration Form located on Farmers & Merchants Bank's web site. Registration forms are subject to approval by the Bank and, in order to use this Banking Service, you must have a checking account in good standing with the Bank. By signing the Farmers & Merchants Bank WebBanker Personal Internet Banking Service registration form, you agree to the terms of this Agreement. Joint accounts will qualify for this Banking Service provided only one signature is required to authorize withdrawals. Accounts requiring two or more signatures will not qualify for this Banking Service. You must individually or jointly own all accounts accessible through this Banking Service.

B. Equipment and Technical Requirements

It is your responsibility to acquire the software or equipment necessary to use this Banking Service. To access Farmers & Merchants Bank WebBanker Personal Internet Banking Service and to perform transactions, you must have an Internet access with a web browser that supports 128-bit encryption. You acknowledge that access to this Banking Service and the availability of services hereunder is at all times conditioned upon the availability of the computer services, software and system used to communicate your instructions and Bank's responses. **BANK WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE INCURRED OR SUFFERED BY YOU AS A RESULT, DIRECTLY OR INDIRECTLY, OF ANY FAILURE,**

INTERRUPTION, SUSPENSION OR TERMINATION OF SUCH SERVICES OR SYSTEM FOR WHATEVER REASON, INCLUDING BUT NOT LIMITED TO THE ACTS OR OMISSIONS OF THE SERVICE OWNER OR ANY THIRD PARTY.

C. Banking Business Days

Farmers & Merchants Bank's business days are Monday through Friday. Weekends and Federal holidays are not included. The Bank may be open on Saturdays or certain federal holidays; however, online transactions will not be processed until the next business day.

D. Services and General Information About FARMERS & MERCHANTS BANK WebBanker Personal Internet Banking Service

You may use this Banking Service anytime, day or night, seven (7) days a week with your Farmers & Merchants Bank WebBanker Personal Internet Banking WebBanker ID and PIN to satisfy the system's security procedures. From time to time, access to this Banking Service may be temporarily unavailable due to the Bank's record updating, performing regular maintenance or experiencing technical difficulties. We will attempt to provide notification in advance of any possible interruption of service.

The following functions may be performed when using this Banking Service:

1. Obtain information on your checking, savings, money market and loan account(s) such as balance inquiries, posted transactions, check images and statements;
2. Transfer funds electronically between accounts at Farmers & Merchants Bank;
3. Access your checking account(s) to pay most bills;
4. Change your Farmers & Merchants Bank WebBanker Personal Internet Banking Service ID and Password; and
5. Send electronic mail to the Bank and receive electronic mail from the Bank.

You authorize the Bank to charge your account(s) and facilitate the requests you initiate using this Banking Service for bill payments and/or transfers, including the amount for any recurring bill payment or transfer, plus any service charges for this Banking Service. Before any bill payment and/or transfer requests are processed, sufficient available funds must be in the account(s) from which the funds are to be debited.

With respect to savings accounts and money market accounts, Regulation D allows you no more than six transfers or withdrawals per month unless these transfers/withdrawals are made in person by entering a Farmers & Merchants Bank office or through the use of an ATM machine. This transfer/withdrawal limitation does not apply to NOW accounts. Of the six allowable transfers, no more than three may be made to a third party (any entity other than another one of your accounts held in your name and ownership at this Bank). Should you exceed the permitted number of transfers/withdrawals on an account, the Bank will be required to close the account, impose a fee, and/or change the account to a demand deposit account. All transfers and debits of any kind will count toward the limits for fee purposes as defined in our Product & Services booklet.

E. Confidentiality and Security

The circumstances, under which we will disclose information about you or your accounts, have been separately disclosed to you in our Privacy Policy and in other disclosures which have been provided directly to you. Our Privacy Policy may change from time to time and is always available on-line and at our banking office locations.

You understand that all User IDs, Passwords, PINs and any other security codes (collectively, the "Codes") provided to you by the Bank in connection with this Banking Service are confidential and should not be disclosed to third parties. You will be asked to change your Password the first time you access this Banking Service. You are responsible for the safekeeping of your Codes, and agree not to disclose or otherwise make your Codes available to anyone not authorized to sign on your accounts. If the confidentiality of your Codes is compromised, you shall notify us immediately. If you furnish your Farmers & Merchants Bank WebBanker Personal Internet Banking Service Codes to another person and grant authority to that person to make bill payments who then exceeds that authority, you are liable for all subsequent bill payments and/or transfers until we have been notified that bill payments and/or transfers by that person are no longer authorized. You agree that these security procedures are commercially reasonable and are designed to authenticate your transactions. EXCEPT AS SET FORTH HERE IN THIS AGREEMENT, BANK WILL NOT

BE LIABLE FOR ANY LOSS SUFFERED BY CLIENT AS A RESULT, DIRECTLY OR INDIRECTLY, OF ANY UNAUTHORIZED PERSON GAINING ACCESS TO OR OTHERWISE MAKING USE OF THE SERVICE, EXCEPT AS MAY BE PROVIDED BY REGULATIONS.

F. Bill Payments

Bill payments may be initiated in two different transaction modes - **One-Time** and **Recurring**. In order to pay bills, you must establish your payees. Payees may either receive payments via an electronic transmission or a check drawn on your account. Electronic payments will typically be received by the payee within two (2) business days, and will be deducted from your account on the date you specify. Check or paper payments will typically be received by the payee within five (5) business days, and will be deducted from your account at the time the check is presented to the Bank, if funds are available in the funding account.

You understand that if a bill payment request describes the beneficiary inconsistently by name and account number, execution of the request will occur on the basis of the account number, even if it identifies a person other than the named beneficiary. You must allow sufficient time for the payee to receive the bill payment before the due date the payee provides you, **excluding grace periods**. If you do not allow sufficient time for a bill payment, you assume full responsibility for all late fees, finance charges and any other actions initiated by the payee against you. If a check or paper bill payment is not received by a payee for any reason, with your authorization, the Bank will place a stop payment on the check and the Bank's normal stop payment fees will be assessed. In all instances, it is your responsibility to reschedule the bill payment.

For bill payment transactions to be processed on the same business day you are requesting the payment, this request for payment must be sent to the Bank through this Banking Service no later than 1:00 p.m. Eastern Standard Time. One-time bill payments scheduled to be processed on the same day may be canceled up until 1:00 p.m. Eastern Standard Time. One-time bill payments scheduled for a future date and recurring bill payments will be processed on the "effective date" or the prior business day if the "effective date" is a weekend or holiday. One-time bill payments scheduled for a future date and recurring bill payments may be changed or canceled until midnight Eastern Standard Time of the day prior to the "effective date." If the "effective date" falls on a weekend or holiday, then the future dated or recurring bill payment must be changed or canceled before midnight Eastern Standard Time of the business day prior to the business day before the weekend or holiday.

If an electronic bill payment transaction is not processed because there are not sufficient available funds in the funding account, we are not responsible for the failure of this transaction. You will receive a message within your Farmers & Merchants Bank WebBanker Personal Internet Banking Service advising you that the bill payment transaction could not be processed. In the instance the bill payment is not processed due to insufficient available funds, the service will continue to retry processing the payment until funds are available. If there are insufficient available funds in your account at the time a bill payment check is presented for payment, the check will be returned to the payee and the Bank's normal insufficient funds fee will be assessed.

The Bank is responsible only for exercising reasonable and ordinary care in making bill payments upon your authorization and for sending or mailing a bill payment to the designated payee based on the circumstances as outlined.

THE BANK IS NOT LIABLE IN ANY WAY FOR DAMAGES YOU INCUR IF:

- 1. THERE ARE NOT SUFFICIENT AVAILABLE FUNDS IN YOUR ACCOUNT(S) TO MAKE THE BILL PAYMENTS OR TRANSFERS;**
- 2. THE ESTIMATED TIME OF DELIVERY TO THE PAYEE IS INACCURATE;**
- 3. THERE ARE DELAYS IN MAIL DELIVERY;**
- 4. THERE ARE PAYEE CHANGES OF ADDRESS OR ACCOUNT NUMBER;**
- 5. THE PAYEE FAILS TO APPLY THE PAYMENT IN A TIMELY MANNER;**
- 6. TO THE EXTENT NOT PROHIBITED BY REGULATION E, ANY OTHER CIRCUMSTANCE WHICH IS BEYOND OUR REASONABLE CONTROL OR ANY CIRCUMSTANCE IF ATTRIBUTABLE, IN WHOLE OR IN PART, TO YOU OR TO THIRD PARTIES.**

G. Transfers

Transfers may be scheduled using the Farmers & Merchants Bank WebBanker Personal Internet Banking

Service between accounts at the Bank which have been made accessible via this Banking Service. Transfer(s) scheduled before 5:00 p.m. Eastern Standard Time will be reflected in your account and available for your use at the time the transfer is initiated and will post to your account the same day. Transfers scheduled after 5:00 p.m. Eastern Standard Time will also be reflected in your account and available for your use at the time the transfer is initiated but will post to your account the next business day.

One-time transfers scheduled for a future date and recurring transfers will be automatically credited to your account by the opening of business on the "effective date" or the next business day, if the "effective date" is a weekend or holiday. One-time transfers scheduled for a future date and recurring transfers may be changed or canceled until midnight Eastern Standard Time of the day prior to the "effective date."

THE BANK IS NOT LIABLE IN ANY WAY FOR DAMAGES YOU INCUR IF:

- 1. THERE ARE NOT SUFFICIENT AVAILABLE FUNDS IN YOUR *FUNDING ACCOUNT(S)* TO MAKE A TRANSFER;**
- 2. THE INCORRECT ACCOUNT NUMBER (S) FOR THE *FUNDING ACCOUNT(S)* AND/OR *RECEIVING ACCOUNT(S)* WERE GIVEN WHEN THE TRANSACTION WAS INITIATED;**
- 3. TO THE EXTENT NOT PROHIBITED BY REGULATION E, ANY OTHER CIRCUMSTANCE WHICH IS BEYOND OUR REASONABLE CONTROL OR ANY CIRCUMSTANCE IF ATTRIBUTABLE, IN WHOLE OR IN PART, TO YOU OR TO THIRD PARTIES.**

H. Authorization to Charge Accounts

You authorize the Bank to charge your *funding account(s)* or any other deposit account(s) owned by you at this Bank for any transactions accomplished through the use of this Banking Service, including the amount of any bill payment or transfer that you make, and any charges for the service. You understand that in adding a payee or maintaining a payee list, even if no payments are scheduled, you are electing to use the full Farmers & Merchants Bank WebBanker Personal Internet Banking Service with the bill payment feature and therefore may be charged accordingly. You authorize the Bank to process bill payments and to transfer funds according to the instructions the Bank receives if the instructions are received by the Bank through this Banking Service. You authorize the Bank to initiate any reversing entry or correcting entry and to debit your accounts at Farmers & Merchants Bank or elsewhere, in order to correct any mistaken entry.

You understand that if a bill payment or transfer request describes the beneficiary inconsistently by name and account number, execution of the request will occur on the basis of the account number, even if it identifies a person other than the named beneficiary. Further, Farmers & Merchants Bank and other financial institutions or merchants to which a bill payment or transfer request is forwarded may rely on any identification number supplied by you as a means to identify any other financial institution or merchant, even if the identification number is other than that of the financial institution or merchant named by you. Your obligation to pay the amount of the bill payment and/or transfer to Farmers & Merchants Bank is not excused in such circumstances.

I. Liability for Unauthorized Use

You will notify the Bank immediately if you believe your User ID, Password, PIN and any other security codes (collectively, the "Codes") have become known to an unauthorized person, or have been lost or stolen. The best way to keep your possible losses to a minimum is to telephone or e-mail the bank (See Section "N"). If you suggest that an unauthorized bill payment or transfer may have occurred, we may require you to sign an affidavit concerning the details. Your liability for unauthorized use is limited by Regulation "E" (which implements the Electronic Fund Transfer Act) and Regulation "Z" (which implements the Truth in Lending Act) which provide:

1. You could lose all the money in your deposit account(s) accessed through this Banking Service (plus your maximum overdraft line of credit, if any) if you do not inform the Bank that your Codes have become known to an unauthorized person or has been lost or stolen. If you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if an unauthorized person uses your Codes to access this Banking Service without your permission. You may lose up to an additional \$50.00 if the *checking account* or *funding account* has an overdraft protection line of credit feature.
2. If you do not tell the Bank within two (2) business days after you have learned that your Codes have become known to an unauthorized person or have been lost or stolen, and we can prove that we could have stopped someone from using your Codes to access this Banking Service without

your permission if you had told us, you could be liable for as much as \$500.00. You may lose up to an additional \$50.00 if the *checking account* or *funding account* has an overdraft protection line of credit feature.

3. Also, if your statement shows Farmers & Merchants Bank WebBanker Personal Internet Banking Service transactions that you did not make, you will notify the Bank immediately. We may require you to provide your complaint in the form of an affidavit. If you do not tell us within sixty (60) days after the statement was mailed to you at your address as it appears on our account records, you may not get back any money you have lost after the sixty (60) days if the Bank can prove that we could have stopped someone from taking the money if you had told us in time.
4. If a good reason (such as a long trip or a hospital stay) kept you from telling the Bank, we will extend the time periods.

However, you do agree to indemnify us against any losses we sustain related to this Banking Service and not prohibited by Government Regulations.

J. Notification of Unauthorized Transaction or Lost or Stolen Access Device

If you believe your Codes have become known by an unauthorized person or has been lost or stolen, or that someone has made bill payments or transferred money without your permission, you will immediately call the Farmers & Merchants Bank WebBanker Personal Internet Banking Service Client Service Center at 850.997.2591. To the extent not prohibited by Government Regulations, you agree to indemnify us against any losses we sustain as it relates to this Banking Service.

K. Liability for Failure to Make Payments

If the Bank does not send a bill payment or make a transfer on time, or in the correct amount, according to your instructions given in accordance with this Agreement, the Bank's liability will not exceed the amount of the total fees you paid to Bank under Schedule "A" for the services provided under this Agreement in the six (6) month period preceding the date which the claim first accrued. However, there are some exceptions.

We will not be liable, for instance, if:

1. **Through no fault of ours, your *checking account(s)* and/or *funding account(s)* do not contain sufficient funds to make the payment or transfer;**
2. **The bill payment or transfer would go over the credit limit of your overdraft line of credit;**
3. **The equipment, phone lines, or computer systems were not working properly or were temporarily unavailable;**
4. **Circumstances beyond our scope of control, such as fire or flood, prevented the bill payment or transfer, despite reasonable precautions that we have taken;**
5. **A court order or legal process prevents us from making a bill payment or transfer;**
6. **You have previously reported your Password was stolen, or if we have a reasonable basis for believing unauthorized use of your Password or designated account has occurred or may be occurring, or if you default under any agreement with the Bank, or if the Bank or you terminate this Agreement; or**
7. **The payee does not process a payment correctly, or in a timely manner.**

WITH THE EXCEPTION OF ACTUAL DAMAGES CAUSED BY OUR GROSS NEGLIGENCE OR FRAUD, AND EXCEPT AS OTHERWISE SPECIFICALLY STATED IN THIS AGREEMENT, OUR SOLE LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE, OR INJURY (INCLUDING BUT NOT LIMITED TO CLAIMS FOR BREACH OF CONTRACT OR NEGLIGENCE) SHALL NOT EXCEED AND SHALL BE LIMITED TO THE TOTAL FEES WHICH YOU PAID TO BANK UNDER SCHEDULE "A" - SERVICE CHARGES, FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT IN THE SIX (6) MONTH PERIOD PRECEDING THE DATE WHICH THE CLAIM FIRST ACCRUED. IN NO EVENT SHALL THE BANK BE LIABLE FOR LOSS OF GOODWILL, LOST PROFITS, OR FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR ANY OTHER DAMAGES NOT SPECIFIED ARISING FROM YOUR USE OF THE SERVICES UNDER THIS AGREEMENT, EVEN IF BANK SHALL BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE BANK MAKES NO WARRANTIES WITH RESPECT TO THE ENCRYPTION OR SECURITY OF INFORMATION TRANSFERRED VIA THE INTERNET, AND THE BANK SHALL HAVE NO LIABILITY WHATSOEVER FOR THE BREACH OF ANY SUCH SECURITY EXCEPT AS MAY BE PROVIDED BY REGULATIONS.

There may be other exceptions stated in the Bank's agreements with you, and our liability may be further limited as stated in these agreements. If any of the circumstances listed in subparagraph "3" or "4" shall occur, the Bank, without assuming liability, will assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct transactions that have been incorrectly processed.

L. Standard of Care

The Bank will use due care and act in good faith in connection with providing the services to you. The Bank does not warrant or represent that this Banking Service will operate uninterrupted or that this Banking Service will be error free. The Bank will use reasonable commercial efforts under the circumstances to contract with third parties as required for the products and services on which this Banking Service is dependent including, but not limited to: communication carriers, network service providers, equipment manufacturers and their associated hardware and software providers.

M. Errors or Questions

You will telephone us at 850.997.2591, send an e-mail via the Farmers & Merchants Bank WebBanker Personal Internet Banking Service or write Farmers & Merchants Bank, Attention: Farmers & Merchants Bank WebBanker Personal Internet Banking Service Department, Post Office Box 340, Monticello, FL, 32345-0340 as soon as you realize your statement or receipt is wrong or if you need more information about a bill payment or transfer listed on the statement or receipt. The Bank must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. You must:

1. Tell us your name and account number;
2. Describe the error, bill payment or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need information; and
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require you to send to us your complaint or question in writing within ten (10) business days. We may also require you to provide your complaint in the form of an affidavit. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of your money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account. If the Bank determines there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents we used in our investigation. If the error or question does not involve a bill payment or transfer of funds transaction through this Banking Service, different error notification procedures may apply. Please refer to the Bank's current Terms and Conditions Agreement which may be obtained from any Farmers & Merchants Bank branch.

N. Account Information Disclosure

We have the right to disclose information to third parties about your account and the bill payments or transfers you make:

1. When it is necessary for verifying or completing bill payments or transfers, or resolving a problem relating to a bill payment or transfer;
2. In order to verify the existence and the condition of your account for a third party, such as a credit bureau or payee authorized by you;
3. In order to comply with government agency or court orders;
4. With any subsidiary or affiliate for the purpose of completing transactions as requested by you;
5. When you give us your written permission; or
6. As otherwise permitted in Farmers & Merchants Bank's Terms and Conditions, by applicable law, as required by Government Regulations, or as necessary in the event of a national emergency.

O. Documentation and Verification of Bill Payments and Transfers

1. Confirmation Numbers

Upon scheduling of a transaction using this Banking Service, a confirmation number will be given.

You should record this number, along with the payee, scheduled date and transaction amount in your checkbook register (or other permanent record) or you may wish to print the confirmation screen. These procedures will help in resolving any problems that may occur. Other than your ability to print the confirmation screen, no printed receipts are issued through this Banking Service.

2. **Preauthorized Deposits**

If you have arranged to have direct deposits made to your account, you can find out whether or not the deposit has been made through this Banking Service.

3. **Periodic Statements**

Information concerning Farmers & Merchants Bank WebBanker Personal Internet Banking Service transactions will be shown on your normal monthly checking account statement for the account(s) from which bill payments or transfers are made. If you have a savings account linked to this Banking Service, you will receive a monthly savings statement unless there are no transactions in a particular month; you will at least receive a quarterly savings statement.

P. Other Conditions

You are responsible for complying with all terms of this Agreement and the regulations governing the deposit accounts which you access using this Banking Service. We can terminate your Farmers & Merchants Bank WebBanker Personal Internet Banking Service privileges without notice to you if you do not pay any fee(s) as detailed in this Agreement when it is due or if you do not comply with the terms of any agreements associated with your accounts and/or your Farmers & Merchants Bank WebBanker Personal Internet Banking Service, as modified from time to time.

Except as governed by federal law or regulation, the terms & conditions of this Agreement shall be governed by the substantive laws of the United States and the laws of the state where the Farmers & Merchants Bank holding your account is located, without regard to such state's rules regarding conflict of laws and without regard to your state of residence. The venue for all litigation relating to this Agreement shall be in any county in Florida in which the Bank has a retail office.

If either party utilizes the services of an attorney to enforce this Agreement through legal proceedings, then the prevailing party shall be entitled to recover its/his/her legal expenses, including attorneys' fee on both the trial and appellate levels. We utilize the services of third party providers to complete bill payments and transfers. Such providers may occasionally experience network or system downtime; therefore, you are advised to transmit instructions through the Farmers & Merchants Bank WebBanker Personal Internet Banking Service at your earliest opportunity to reduce the possibility of a delay.

Q. Change In Terms

Changes in the terms of the Farmers & Merchants Bank WebBanker Personal Internet Banking Service Terms and Conditions Agreement & Electronic Funds Transfer Disclosure may be made by the Bank from time to time and shall become effective upon the earlier of:

1. The expiration of a thirty (30) day period of posting of such changes in the Bank; or
2. Thirty (30) days after the mailing, electronic mailing or delivery of notice thereof to the depositor by enclosing the notice in your monthly statement. If there is more than one depositor, then the Bank will only send the notice of change to one depositor. Mailing or electronic mailing of a revised Farmers & Merchants Bank WebBanker Personal Internet Banking Service Terms and Conditions Agreement & Electronic Funds Transfer Disclosure shall constitute notice of change in this service. The revised Agreement will become applicable to this service on the date specified unless you close your account before that date. You acknowledge and are aware that the Bank's current rules, Terms and Conditions and Product & Services booklet are always available at the Bank's main premises or any retail office.

R. Terms and Conditions Disclosure

By using this Banking Service, you acknowledge receipt of and agree to be bound by this Farmers & Merchants Bank WebBanker Personal Internet Banking Service Terms and Conditions Agreement & Electronic Funds Transfer Disclosure, as well as, the Farmers & Merchants Bank's Terms and Conditions and Product & Services booklet, which were received by you at the time your account was opened, plus any amendments to these instruments, which will be furnished to you as they occur. If there are any changes with any of these agreements and/or brochures, the latest dated document will govern.

S. Notices

Except where this Agreement specifically authorizes telephone notice or electronic mail notices, all notices to Bank under this Agreement shall be in writing and shall be delivered in person or by United States mail, certified mail, return receipt requested. Notice shall be deemed to be given at the time of hand delivery or three (3) calendar days after the date on which it is mailed by certified mail.

T. Service Maintenance and Cancellation

If you would like to add or delete accounts, or if you would like to cancel this Banking Service and/or the bill payment feature, you may do so at anytime by completing the service maintenance form located at ww.fmbbank.com then go to the Farmers & Merchants Bank WebBanker Personal Internet Banking Service log-on screen click on the changes to your service link.

U. Disclaimer of Warranties

Except as expressly set forth in this Agreement, the Bank makes no representations or warranties, expressed or implied, including without limitation any warranty or merchantability or fitness for a particular purpose with respect to the services to be provided under this Agreement. The Bank does not own the software which is incorporated in the Farmers & Merchants Bank WebBanker Personal Internet Banking Service.

V. Survival

Sections F, G, H, I, J, K, N, P, R, and U shall survive the termination of this Agreement.

**Schedule "A"
Service Charges
FARMERS & MERCHANTS BANK WebBanker Personal Internet Banking Service**

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|---|-----------|
| FARMERS & MERCHANTS BANK WebBanker Personal Internet Banking Service Without Bill Payment Feature | No Charge |
| FARMERS & MERCHANTS BANK WebBanker Personal Internet Banking Service With Bill Payment Feature | No Charge |

All fees and charges are exclusive of any applicable taxes or assessments. You agree to pay all applicable taxes or assessments which may be levied or assessed by any governmental or taxing authority for the services, supplies, or other materials provided by Bank under this Agreement, except such taxes as may be based solely on Bank's net income. If Bank pays any such taxes or assessments, you shall immediately reimburse Bank upon demand.

Refer to Farmers & Merchants Bank's Product & Services booklet for a complete listing of other fees related to your account(s).