

**CONSUMER ACCOUNTS ONLY!**

**ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURE**

For purposes of this disclosure and agreement the terms "we", "us" and "our" refer to the Farmers-Merchants Bank & Trust Company. The terms "you" and "your" refer to the recipient of this disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E require Banks 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 bills. This disclosure also applies to the use of your ATM Card or Debit Card at our automated teller machines (ATMs) and any networks described below.

**TERMS AND CONDITIONS.** The following provisions govern the use of electronic fund transfer (EFT) services through accounts held by Farmers-Merchants Bank & Trust Company which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

**ELECTRONIC FUND TRANSFER SERVICES PROVIDED**

**SERVICES PROVIDED THROUGH 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 us 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. You agree not to use your ATM Card or Debit Card for a transaction that would exceed your account balance plus the available credit on any credit line attached to your account. 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, and you do 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 Farmers-Merchants Bank & Trust Company 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 on 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 going to our main office or any branch.

**ATM SERVICES**

The following services are available through use of your ATM Card and Debit Card.

You may withdraw cash from your checking account(s), savings account(s), money market account(s), NOW account(s), and Super NOW account(s).

You may make deposits into your checking account(s), savings account(s), money market account(s), NOW account(s), and Super NOW account(s).

You may transfer funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, NOW accounts and money market accounts, NOW accounts and Super NOW accounts, Super NOW and checking accounts, and Super NOW and savings accounts.

You may make balance inquiries on your checking account(s), savings account(s), money market account(s), NOW account(s), and Super NOW account(s).

**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 transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions. For example, you may not be able to make deposits or transfer funds at ATMs located out of state.

Besides being able to use your ATM Card or Debit Card at our ATM terminals, you may access your accounts through the following networks: ALLPOINT, CIRRUS, PULSE, STAR, VISANET, AMERICAN EXPRESS, DISCOVER, and MASTERCARD

**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 to purchase goods and services from merchants that have arranged to accept your Debit 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 Debit 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 Visa™ 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 Debit 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 Debit Card transactions. We may, but do not have to, allow transactions which exceed your available account balance or available overdraft protection. If we do, you agree to pay the overdraft.

**PIN-LESS DEBIT TRANSACTIONS - Visa™.** When you use your card with the Visa™ logo on the PULSE network(s) the transaction may be processed as a debit transaction without requiring PIN authentication ("PIN-less"). Transactions that are completed as PIN-less debit transactions will not be processed by Visa™ and may post to your account as an ATM or Debit transaction rather than a Visa™ purchase. Transactions processed in this manner may not qualify for Visa™ rewards or points as they are not processed in the Visa™ network.

Transactions completed as PIN-less debit transactions include, but may not be limited to, government payments, utilities, and property management fees.

**CURRENCY CONVERSION.** When you use your Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

**IMPORTANT ADDITIONAL FEE NOTICE:** Visa charges an International Service Assessment Fee on all international transactions. Therefore, transactions completed with your Visa® card will be subject to an International Service Assessment (ISA) Fee of 1.000% of the transaction amount when there is a currency conversion. If there is no currency conversion (the transaction is completed in the same currency as your country as cardholder), the ISA Fee will be 0.800% of the transaction amount.

**SERVICES PROVIDED THROUGH USE OF TELEBANKING**

You may perform the following functions through use of TeleBanking.

You may initiate transfers of funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, NOW accounts and money market accounts, NOW accounts and Super NOW accounts, Super NOW and checking accounts, and Super NOW and savings accounts.

You may make balance inquiries on your checking account(s), savings account(s), money market account(s), NOW account(s), and Super NOW account(s).

You may make payments on consumer loans, home mortgage loans, and home equity loans that you have with us.

**PREAUTHORIZED TRANSFER SERVICES**

You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market account(s), NOW account(s), and Super NOW account(s).

You may arrange for the preauthorized automatic payment of bills from your checking account(s), NOW account(s), and Super NOW account(s).

**SERVICES PROVIDED THROUGH USE OF FMBANKING ONLINE**

This Bank offers its customers an Internet Banking (Home Banking) service. This service permits you to perform the following transactions using your home computer.

You may access your account(s) by computer using your User ID and password by Internet Access to [www.fmbanking.com](http://www.fmbanking.com) to transfer funds between your various checking accounts, checking and savings accounts, checking and money market accounts, various savings accounts, savings and checking accounts, savings and money market accounts, money market and checking accounts and money market and savings accounts. The term "checking account" also refers to NOW and Super NOW accounts.

You may make payments on loans that you have with us from your checking, NOW, Super NOW, savings or money market accounts.

You may make payments to third parties (Bill Payment Service) from your checking, NOW, Super NOW or money market accounts. There is no charge for the Bill Payment Service.

You may get information about (1) account balances on your checking, NOW, Super NOW, savings, loan, certificate of deposit and money market accounts; (2) account history on your checking, NOW, Super NOW, savings, and money market accounts for the past 90 days; (3) account history on your certificates of deposit and loans for the past 12 months.

You may view and print images of transaction items in your checking or savings account.

## LIMITATIONS ON TRANSACTIONS

There is a daily limit for all ATM withdrawal transactions. For security reasons, specific dollar limits are disclosed at the time the ATM access card is issued. Bank reserves the right to change dollar amount limits at any time upon prior notification.

The terms of your account(s) may limit the number of 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 limitations for security purposes at any time.

**LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS.** Federal regulation limits the number of certain transactions from money market and savings type accounts. You may have a total of six (6) transfers and withdrawals per statement cycle. The total number of all monthly checks, pre-authorized payments or similar instruments payable to a third party, along with other transfers and withdrawals cannot be more than six (6).

## 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

**TRANSACTION RECEIPTS.** Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your ATM Card or Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

**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 (337) 332-4132 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:  
(337) 332-4132  
Or write to:  
Farmers-Merchants Bank & Trust Co.  
P.O. Box 910  
Breaux Bridge, LA 70517

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 you call.

**NOTICE OF VARYING AMOUNTS.** If you have arranged for 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 or damages.

### CANCELING A BILL PAYMENT

To cancel a bill payment that you have scheduled through FMBanking Online, you must cancel the payment online via FMBanking Online (by following the onscreen instructions) at least one business day before the payment is scheduled to be debited from your account.

### STOP PAYMENT REQUESTS ON BILL PAYMENTS

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

If you make your stop-payment request by telephone, we may also require you to put your request in the form of paper writing and get it to us within 14 days after you call. You will incur

stop-payment charges as disclosed in the current fee schedule for the applicable account. Stop-payment charges for FMBanking Online bill payment paper checks may be assessed according to the fee schedule.

### 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.

### 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 or that someone has transferred or may transfer money from your account without your permission call us at (800) 528-2273 (anytime)

or write to:

Farmers-Merchants Bank & Trust Co.  
P. O. Box 910  
Breaux Bridge, LA 70517

You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission.

If you believe your Internet Banking access code has been lost or stolen or that someone has accessed your account without your permission, contact us immediately. Also, tell us immediately if someone has transferred or may transfer money from your account without your permission or if you suspect any fraudulent activity on your account. Telephoning us is the best way to keep your possible losses down. To notify us about your lost or stolen password,

Call us at (337) 332-4132 during normal business hours;

or e-mail us at [CustomerService@fmbanking.com](mailto:CustomerService@fmbanking.com);

or fax us at (337) 332-5089;

or write to us at :

Farmers-Merchants Bank & Trust Company  
P. O. Box 910  
Breaux Bridge, LA 70517

or visit us in person at any one of our banking locations.

### CONSUMER LIABILITY

You will tell us at once if you believe your ATM Card or Debit Card or PIN 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 had given us notice, you can lose as much as five hundred dollars (\$500). Also, if your statement shows transfers 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 mailed 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 your 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 Debit Card with the Visa™ logo. These limits apply to unauthorized transactions processed on the Visa™ Network.

If you notify us about an unauthorized transaction involving your Debit Card, and the unauthorized transaction took place on the Visa™ Network, zero liability will be imposed on you for the unauthorized transaction. We may increase the limit of your liability for such unauthorized transactions if we reasonably determine, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or your Debit Card. The zero liability provisions do not apply to PIN-based transactions not processed by the Visa™ Network, including ATM transactions.

Your liability for unauthorized transactions with your Debit Card that involve PIN-based transactions not processed by the Visa™ Network, including ATM transactions, are described under "Consumer Liability" above.

**ILLEGAL USE OF DEBIT CARD.** You agree not to use your Debit Card for any illegal transactions, including internet gambling and similar activities.

### IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS

In case of errors or questions about your electronic fund transfers,

call us at: (337) 332-4132;

or write to:

Farmers-Merchants Bank & Trust Co.  
P.O. Box 910  
Breaux Bridge, LA 70517

or e-mail us at CustomerService@fmbanking.com;

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 Bank no later than 60 days after it sent you 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 the suspected error relates to a bill payment made via the FMBanking Online Bill Payment Service, tell us the account number used to pay the bill, payee name and the date the payment was sent.

If you provide oral notice, you may be required to send in your complaint or question 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 business (20) 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 question 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. Visa's™ cardholder protection policy requires that we provide provisional credit for losses from unauthorized Visa™ Debit Card use within five (5) business days of notification of the loss.

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 overdraft protection plan, if you have one.
- If your account is closed, or if it has been frozen.
- If the electronic device (terminal, computer, modem, or other) 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 transfers, 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.
- If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, date, and payment amount for the payee on a bill payment.

There may be other exceptions provided by applicable law.

#### CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS

We reserve the right to impose a fee and to change fees upon notice to you.

A fee of \$1.50 will be imposed every time you use your ATM/Debit Card at all ATMs not owned or operated by Farmers-Merchants Bank & Trust Company.

#### DISCLOSURE OF ACCOUNT INFORMATION

We will disclose information to third parties about your account or electronic fund transfers 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.

#### AMENDING OR TERMINATING THE AGREEMENT

We reserve the right to change any term to this agreement.

#### 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 ATM Card or Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms 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 times 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.

#### ADDITIONAL PROVISIONS

Your account is also governed by the terms and conditions of other applicable agreements between you and the Bank.

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