

FMBanking Online
Internet Banking and Mobile Banking Agreement and Disclosure

AGREEMENT – This Agreement, which includes the FMBanking Online Fee Schedule (“Fee Schedule”) and the FMBanking Online Application (“Application”), is a contract, which establishes the rules that cover your electronic access to your accounts at Farmers-Merchants Bank & Trust Co. (“Bank”) through FMBanking Online. By using FMBanking Online, you accept all the terms and conditions of the Agreement. Please read it carefully.

The terms and conditions of the deposit agreements and disclosures for each of your Bank accounts as well as your other agreements with the Bank such as loans continue to apply.

This Agreement is also subject to applicable federal laws and the laws of the State of Louisiana (except to the extent this Agreement can and does vary from such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of the Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.

You may not assign this Agreement. This Agreement is binding upon your heirs and the Bank’s successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Application and Fee Schedule, constitutes the entire agreement between you and the Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

Section I. Definitions.

As used in this Agreement, the following terms and definitions apply.

- 1.1 “we,” “our,” “us,” and “Bank” mean Farmers-Merchants Bank & Trust Co.
- 1.2 “You” and “your” refer to the account holder authorized by the Bank to use FMBanking Online under this Agreement and anyone else authorized by that account holder to exercise control over the account holder’s funds through FMBanking Online.
- 1.3 “Account” or “accounts” mean your accounts at the Bank.
- 1.4 “Consumer Account” means an account that is established primarily for personal, family or household purposes.
- 1.5 “Business Account” means an account that is NOT established primarily for personal, family, or household purposes.
- 1.6 “Electronic funds transfers” means ATM withdrawals, preauthorized transactions, point of sale transactions, and transfers to and from your Bank accounts using FMBanking Online including bill payments.
- 1.7 “FMBanking Online Services” means the services provided in addition to this Agreement, including the Bill Payment Service and Cash Management Service.
- 1.8 “Business days” means Monday through Friday. Holidays are not included.
- 1.9 “Mobile Banking” is a personal financial information management service that allows you to: (i) access FM Bank account information such as balances and recent transaction history; (ii) transfer funds between your accounts at FM Bank; (iii) set up optional account alerts to be delivered either to your mobile phone using SMS text messaging (**standard text rates apply**), and/or via email.

Section II. Access.

- 2.1 **ELIGIBILITY.** To use FMBanking Online, you must have at least one account at the Bank, access to Internet service, and an e-mail address. Online access to your account(s) must be established by using the “Enroll Now” button available at www.fmbanking.com. Access to your account(s) through FMBanking Online will be based upon your Customer Identification File. FMBanking Online can be used to access the Bank accounts that you have a direct relationship with through your Customer Identification File. Any accounts opened under your Customer Identification File after you have been granted access to FMBanking Online will automatically be viewable under your user id and password. Generally, this means that you can use FM Banking Online to access all accounts identified by your tax identification number and all accounts with which you have a direct relationship. We undertake no obligation to monitor transactions through FMBanking Online to determine that they are made on behalf of the account holder.
 - 2.1.1 An account that requires two or more signatures to authorize a transfer or write a check may be accessed through FMBanking Online. By requesting access to your accounts through FMBanking Online, you agree that you will restrict and monitor account access so that all transactions are conducted with the authorization of all required signers. You acknowledge that we cannot and will not monitor or restrict access to your account for this purpose. When such a restricted account is accessed, you agree that all authorized signers have authorized all transactions and are jointly responsible for all transactions, whether or not the restriction is violated.
- 2.2 **HOURS OF ACCESS.** You can use FMBanking Online seven days a week, twenty-four hours a day, although some or all FMBanking Online Services may not be available occasionally due to emergency or scheduled system maintenance.
- 2.3 **USER ID AND PASSWORD.** During enrollment, you will be required to create your User ID and Password. You determine what User ID and Password you will use. You agree that we are authorized to act on instructions received under your User ID and Password. You accept responsibility for the confidentiality and security of your Password and agree to change your Password periodically. Upon three unsuccessful attempts to use your Password, your access to FMBanking Online will be revoked. To re-establish your authorizations to use FMBanking Online, you must either contact us or use the “Forget Your Password?” feature to have your Password reset. Your password must be at least eight characters and contain at least one letter, one number, and one special character or punctuation mark.
- 2.4 **SECURITY.** You understand the importance of your role in preventing misuse of your accounts through FMBanking Online and you agree to promptly examine your bank statement for each of your Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver’s license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your Password and User ID are intended to provide security against

unauthorized entry and access to your accounts. Data transferred via FMBanking Online is encrypted in an effort to provide transmission security and FMBanking Online utilizes identification technology to verify that the sender and receiver of FMBanking Online transmissions can be appropriately identified by each other. We will not send confidential information through unsecured electronic media. Notwithstanding our efforts to ensure that FMBanking Online is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing FMBanking Online, or e-mail transmitted to and from us, will not be monitored or read by others. You agree to maintain appropriate security for computers and mobile devices accessing internet banking, including but not limited to, virus and spyware protection, operating system and application updates, and firewalled internet connection.

- 2.5 **INACTIVITY.** We may convert your account to “inactive” status if you do not sign on to FMBanking Online for a consecutive one-hundred (180) day period. If your account is considered inactive, you must re-enroll in FMBanking Online.

Section III. FMBanking Online Services.

- 3.1 **AVAILABLE SERVICES.** You can use FMBanking Online to check the balance of your Bank accounts, view Bank account histories, transfer funds between your Bank accounts, make stop payment requests, download account activity, and pay bills from your Bank accounts in the amounts and on the dates you request if you have been approved for Bill Payment Service. Commercial Customers can also use FMBanking Online to originate and submit direct deposit and direct payment transactions, make check deposits, and initiate wire transfer instructions.
- 3.2 **FEES AND CHARGES.** You agree to pay the fees and charges for your use of FMBanking Online Services as set forth in the current Fee Schedule. You agree that all such fees and charges will be deducted from the Bank checking account you designate. If you close your designated Checking Account, you must contact us immediately to designate another account. If your designated account lacks sufficient funds, you authorize us to deduct these fees from any of your other accounts maintained with us. You agree to pay any additional reasonable charges for services you request that are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of FMBanking Online.
- 3.3 **INTERNET BILL PAYMENT.** Bill Payment is an Internet Banking service that allows you to pay bills from your Farmers-Merchants Bank accounts in the amounts and on the dates you request if you are approved for the service and have agreed to Terms and Conditions of the Bill Payment Service which supplements this Agreement.
- 3.4 **BUSINESS ONLINE BANKING SERVICES.** In order to access commercial online banking services such as ACH Origination, Merchant Capture, Wire Transfers, Positive Pay, Multiple user access, download transactions to business financial software, etc., you must request the commercial service or business online access and be approved.
- 3.4.1 **ACH ORIGINATION** – ACH Origination is a Cash Management service provided through Internet Banking that allows commercial customers to create direct deposit and direct payment transactions. ACH Origination is a separate service from Internet Banking which has its own agreement and fee schedule.
- 3.4.2 **WIRE TRANSFERS** – Wire transfer is a Cash Management service provided through Internet Banking that allows Commercial customers to send wire instructions to the bank. Commercial customers will not be given wire transfer service until a signed, written request is received and the signature on the request is verified to the signature of record. After approval for wire transfer services, requests received through Internet Banking will be handed in accordance with the existing Wire Transfer Policy.
- 3.4.3 **MERCHANT CAPTURE** – Merchant Capture is a Cash Management service provided through Internet Banking that allows commercial customers to use an approved scanning device to scan and submit check images for deposit. Merchant Capture is a separate service from Internet Banking which has its own agreement and fee schedule.
- 3.5 **SPECIAL BUSINESS ACCOUNT PROVISIONS.** The terms and provisions of this section apply only if your account is a Business Account. In the event that the terms and provisions of this section conflict or are inconsistent with any of the other terms and provisions of this agreement, the terms and provisions of this section shall govern and control. Otherwise, the other terms and provisions of this agreement are also applicable to Business Accounts, subject to statements of inapplicability with respect to certain terms and provisions.

Mailings; Unauthorized Use: - You agree that we may send confidential mailings, including (without limitation) ID/Password confirmations, to the current address shown in our records for your Business Account, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that we will not be responsible or liable to you in any way in the event that such properly addressed information is intercepted by an unauthorized person, whether in transit or at your place of business. You agree to 1) keep your ID and Password secure and strictly confidential, providing it only to authorized signers on your account(s)- or other trusted employees, agents, etc., whom you want to act as your representative to access your accounts(s); 2) instruct each person to whom you give your ID and Password that he/she is not to disclose it to any unauthorized person; and 3) immediately notify us and request a new ID and/or Password if you believe your ID or Password may have become known to an unauthorized person. You agree to be bound by any instructions transmitted to us through the FMBanking Online Service, whether authorized or unauthorized, and we shall have no liability to you for any unauthorized transactions or inquiries made using your ID and Password. Additional users can be requested by commercial customers and approved and setup by the Bank. Additional users will be assigned an independent ID and an independent Password. You agree that you are solely responsible for the activities of additional users created by your ID and Password, or any additional ID and Password derived from your main login. We reserve the right to suspend or cancel your ID and Password if we suspect it is being used in an unauthorized manner.

Examining Records and Reporting Discrepancies: - We provide no separate written confirmation of individual transfers, payments or other transactions conducted through the FMBanking Online Service. Confirmation is provided through online information available from the FMBanking Online Service and through your periodically delivered account statements. You agree to examine your statements promptly and to notify us immediately of any discrepancy between the statements and your other account records. You also agree to notify us immediately of any discrepancy you may find in reviewing online information. You may notify us of discrepancies at the telephone number and address set forth below. You agree that in no event will we be liable to you under this agreement, or in performing the transactions contemplated by this agreement, for special, indirect or consequential damages including, without limitation, lost profits or attorney’s fees, even if we are advised in advance of the possibility of such damages, or any other damages, notwithstanding any other provisions of this agreement to the contrary.

Additional Terms and Conditions: - You acknowledge, represent and warrant that the account(s) that can be accessed under this agreement was/were established primarily for business or commercial purposes and not for personal, family or household purposes. Accordingly, the provisions of the Electronic Fund Transfers Act, as amended (15 U.S.C 1693 et seq.), Federal Reserve Regulation E, as amended (12 C.F.R. 205), and any other laws or regulations intended for the protection or governance of consumers or consumer accounts do not apply to any transactions involving Business Accounts subject to this agreement, except to the extent such provisions are expressly set forth herein and are not made inapplicable with respect to Business Accounts according to the terms hereof.

Section IV. Additional Information about Services.

- 4.1 **POSTING OF TRANSFERS.** Transfers initiated through FMBanking Online before 6:00 p.m. (Central Standard Time) on a business day are posted to your account the same day. Transfers completed after 6:00 p.m. (Central Standard Time) on a business day, Saturday, Sunday or Banking holiday, will be posted on the next business day. FMBanking Online identifies transfers based upon the User ID of the user who made the electronic transfer. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts. Please refer to the section Bill Pay for details of time/dollar limitations on Bill Pay Transactions.
- 4.2 **OVERDRAFTS (Order of Payments, Transfers, and other Withdrawals).** If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:
1. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
 2. Electronic fund transfers initiated through FMBanking Online which would result in an overdraft of your account may, at our discretion, be cancelled;
 3. In the event the electronic fund transfers initiated through FMBanking Online, which would result in an overdraft of your account, are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.
- The amount of any transfer made by you is limited by the available balance in the account you wish to transfer from, including any funds available through any type of overdraft protection arrangement you have established with us. If you request a transfer that exceeds the funds available in the account from which a transfer is being made, we will not be required to honor the transfer request. However, if we, in our sole discretion, choose to make a requested transfer that exceeds the funds available in the account, that account will be subject to our current fee for processing items drawn against non-sufficient funds.
- 4.3 **PERIODIC STATEMENTS.** You will not receive a separate FMBanking Online statement. Transfers to and from your account using FMBanking Online will appear on the respective periodic bank statements for your Bank accounts.

Section V. Limitations.

- 5.1 **LIMITS ON AMOUNTS AND FREQUENCY OF FMBANKING ONLINE TRANSACTIONS.** The number of transfers from the Bank accounts and the amounts that may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

If you use the FMBanking Online Bill Payment Service option, Bill Payment transfers may be limited to amounts and frequency determined by the bill pay service.

Section VI. Confidentiality.

- 6.1 **CONFIDENTIALITY.** If your account is a Consumer account, we will disclose information to third parties about your account or the transfers you make: (1) where it is necessary for completing transfers; 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) if you give us your written permission. If your account is a Business Account, the provisions of this Confidentiality provision do not apply and we reserve the right to share information about you and your designated account to the fullest extent permitted by law.

Section VII. Termination.

- 7.1 **YOUR RIGHT TO TERMINATE.** You may terminate your FMBanking Online Services at any time by providing us with written or oral notice. Your access to FMBanking Online will be terminated within 3 business days of our receipt of your instructions to terminate the services. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination of your FMBanking Online Service also terminates your FMBanking Bill Payment Service, if applicable.
- 7.2 **OUR RIGHT TO TERMINATE.** You agree that we can terminate or limit your access to FMBanking Online Services for any of the following reasons:
1. Without prior notice, if you have insufficient funds in any one of your Bank accounts. FMBanking Online Services may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
 2. Upon 3 business days' notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
 3. Upon reasonable notice, for any reason at our sole discretion.

Section VIII. Change in Terms.

- 8.1 **CHANGE IN TERMS** – We may change any term of this Agreement at any time. If the change would result in increased fees for any FMBanking Online Service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system.

We will send any required notice of the change in terms to you by FMBanking Online e-mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the FMBanking Online Services

indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

Section IX. Electronic Funds Transfer Disclosure.

9.1 **CONSUMER LIABILITY.** If your account is a Consumer Account, tell us AT ONCE if you believe your password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft protection limit, if applicable). If you tell us within two (2) business days after you learn of the loss or theft of your password, you can lose no more than fifty (\$50.00) dollars if someone accesses your account without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your password and we can prove we could have stopped someone from accessing your account without your permission if you had given us notice, you can lose as much as five hundred (\$500.00) dollars. Also, if your statement shows transfers you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or delivered 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 protection limit, 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.

9.2 **YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT.** If you believe your password 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;
- or fax us at (337)332-5089;
- or write to us at: Farmers-Merchants Bank & Trust Company, P.O. Box 910, Breaux Bridge, Louisiana 70517;
- or visit us in person at any one of our banking locations

9.3 **BUSINESS ACCOUNTS.** If your account is a Business Account, the limitations on liability set forth above are not applicable. Notwithstanding anything to the contrary in the agreement, you will be liable for any unauthorized use of FMBanking Online unless otherwise provided by applicable law or written agreement with us.

9.4 **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
- write to: Farmers-Merchants Bank & Trust Company
P.O. Box 910
Breaux Bridge, LA 70517
- e-mail us at: CustomerService@fmbanking.com

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) 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) calendar days after the first deposit to the account is made.

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 we used in our investigation.

Business Accounts: If your account is a Business Account, this provision does not apply. See "Special Business Account Provisions" for the information about reporting discrepancies.

9.5 **OUR LIABILITY FOR FAILURE TO COMPLETE A TRANSACTION.** If your account is a Consumer Account and 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 may 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 you exceeding the credit limit on your overdraft protection plan, if you have one.
- If the money in your designated account is subject to legal process or other claim restricting the transfer.
- If your account is closed, or if it has been frozen.

- If the electronic device (telephone, computer, modem, or other) or communication line, circuit, network or service used to connect and/or provide instructions to us was not working properly and you knew about the malfunction 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 password 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.
- 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.

If your account is a Business Account, our liability for failure to complete a transfer from your account on time or in the correct amount will be governed by other provisions in this agreement.

9.6 **DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY.** We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the FMBanking Online Services provided to you under this Agreement. We do not and cannot warrant that FMBanking Online will operate without errors or that any or all FMBanking Online Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to FMBanking Online, including loss of profits, revenue whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of the Bank and its affiliates exceed the amounts paid by you for the services provided to you through FMBanking Online.

9.7 **MISCELLANEOUS.** In addition to this agreement, you agree to comply with all applicable account agreements and State and Federal laws and regulations. If you have agreed to receive disclosures in electronic form, you are responsible for downloading or printing the disclosures. Alternatively, you may provide us with a non-electronic address to which the disclosures may be mailed.

9.8 **COMMUNICATIONS BETWEEN THE BANK AND YOU.** Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

E-mail You can contact us by e-mail at CustomerService@fmbanking.com (Please note that Banking transactions through FMBanking Online are not made via e-mail.)

Telephone You can contact us by telephone at (337)332-4132 (During Normal Business Hours)

Facsimile You can contact us by fax at (337)332-5089

Postal Mail You can write to us at: Farmers-Merchants Bank & Trust Co., P. O. Box 910, Breaux Bridge, Louisiana 70517-0910

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

Section X. Mobile Banking.

10.1 **MOBILE BANKING.** Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking, and that you always use Mobile Banking in accordance with any online instructions that may be delivered to you. You also accept responsibility for making sure that you know how to properly use your Wireless Device and the Mobile Banking software (“Software”).

10.1.1 **Use of Services.** From time to time we may change, upgrade, or add new features to Mobile Banking. In the event of such changes, you are responsible for making sure that you understand how to use the updated changed version of the Mobile Banking software. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Wireless Device. Not all Mobile Banking Services are available on all types of mobile devices. We reserve the right to modify the scope of the Mobile Banking Services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming.

10.1.2 **Relationship to Other Agreements.** You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us and our affiliates. You also agree that you will continue to be subject to the Terms and Conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider (e.g. AT&T, Verizon, Sprint, T-Mobile, Alltel, etc.), and that this agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless Device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services, and that your mobile service carrier is not the provider of Mobile Banking. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

10.2 **MOBILE BANKING SOFTWARE LICENSE AGREEMENT.**

10.2.1 **License.** Subject to any compliance with this agreement, you are hereby granted a personal, limited, nontransferable, non-exclusive, non-sub licensable and non-assignable license (“License”) to download, install and use the Software on your Wireless Device within the United States and its territories. In the event that you obtain a new or different Wireless Device, you may be required to download and install the Software to that new or different Wireless Device.

10.2.2 **License Restrictions/Revocation.** This License shall be revoked immediately upon any of the following conditions,
 (i) your termination of Mobile Banking
 (ii) your deletions of the software from your Wireless Device;
 (iii) your noncompliance with this Agreement,
 Or (iv) written notice to you at any time, with or without cause.

In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your Wireless Device and/or discontinue use. We and our service providers (which includes, without limitation, any provider of Software such as Fiserv) reserve all rights not granted to you in this agreement.

10.2.3 **Software.** The Software shall be used solely in connection with Mobile Banking and may not be used by you for any other reason. You may not grant any sublicenses to the Software. You agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Software, (ii) copy or reproduce all or any part of the technology or Software, or (iii) interfere, or attempt to interfere with the technology or Software. The Software does not include various third party operating systems and applications that will be required to use the software. You will be solely responsible for such third party software. You acknowledge that the Software contains trade secrets and other proprietary and confidential information, whether or not the Software contains any copyright or other proprietary notice. You agree to take commercially reasonable precautions to protect the confidentiality of the Software. You (a) will not print, copy, or duplicate any portion of the Software, (b) will not alter any copyright notices on the Software, (c) will not make the Software available in any form to anyone except your agents for purposes specifically related to your authorized use, (d) will take appropriate action with any persons permitted access to the Software to inform them of the confidential nature thereof and to obtain their compliance with the terms of this Paragraph, (e) only will use the Software for your personal use and not for the benefit of any other person or entity, and (f) will comply with all of our procedures and requirements for use of this Software. The provisions of this Paragraph will survive termination of this Agreement.

10.3 **YOUR OBLIGATIONS.** When you use Mobile Banking to access accounts you designate during the registration process, you agree to the following:

10.3.1 **Account Ownership/Accurate Information.** You represent that you are the legal owner of the accounts and other financial information that may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information. You also agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You agree that we or our service providers may send you, by SMS text message, email, and other methods, communications relating to Mobile Banking (with an opportunity to opt-out), including without limitation welcome messages, information and requests for information relating to use of Mobile Banking and other Internet Banking Services. You agree to use Mobile Banking carefully, to keep your password confidential and secure and not share it with others, to check your statements and transactions regularly, to report any errors to us promptly by calling us at 337-332-4132, and to cancel immediately your participation in Mobile Banking if you observe any material errors in the Mobile Banking Services.

10.3.2 **Location-Based Information.** If you use any location-based feature for Mobile Banking you agree that your geographic location and other personal information may be accessed and disclosed through Mobile Banking. If you wish to revoke access to such information you may cease using location-based features of Mobile Banking.

10.3.3 **Export Control.** You acknowledge that the Software is subject to the United States (U.S.) government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the Software. You agree that you will not directly or indirectly use, export, re-export, or transfer the Software except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use Mobile Banking in any embargoed or sanctioned country.

10.3.4 **Proprietary Rights.** You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with Mobile Banking.

10.3.5 **User Conduct.** You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patents, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

10.3.6 **No Commercial Use or Re-sale.** You agree that the Mobile Banking Services are for personal use only. You agree not to resell or make commercial use of Mobile Banking.

10.3.7 **Indemnification.** You agree to indemnify, defend, and hold us and our affiliates and services providers harmless from and against any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your use of Mobile Banking, your violation of this agreement, your violation of applicable federal, state or local law, regulation or ordinance, or your infringement (or infringement by any other user of your account) of any intellectual property or other right of anyone.

10.4 **CHARGES FOR THE SERVICE.** You agree to pay for Mobile Banking in accordance with our current fee schedule and as amended from time to time. We will advise you of any fee changes prior to implementing them. You authorize us to automatically charge your account for all such fees incurred in connection with Mobile Banking. In the future, we may add to or enhance the features of Mobile Banking. By using such added or enhanced features, you agree to pay for them in accordance with our Schedule of Fees.

10.5 **ADDITIONAL PROVISIONS.**

10.5.1 **Mobile Banking Services Limitations.** (1) Neither we, nor any of our service providers, including Fiserv, can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions. (2) Neither we, nor any of our service providers, including Fiserv, assume responsibility for any disclosure of account information to third parties, the timeliness, deletion, mis-delivery or failure to store any user data, communications, or personalization settings in connection with your use of Mobile Banking. (3) Neither we, nor any of service providers, including Fiserv, assume responsibility for the operation, security, functionality or availability of any

wireless Device or mobile network that you utilize to access Mobile Banking. (4) You agree to exercise caution when utilizing the Mobile Banking application on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information. (5) Information about activity is synchronized between the Mobile Banking software and our Website.

Transfer and payment information available via the Mobile Banking software may differ from the information that is available directly through our website. Information available directly through our website may not be available via the Mobile Banking software, may be described using different terminology but not limited to account balance information. The method of entering instructions via the Mobile Banking software also may differ from the method of entering instructions through our website. We are not responsible for such differences, whether or not attributable to your use of the Mobile Banking software. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

- 10.5.2 **Changes or Cancellation.** You may cancel your participation in Mobile Banking by calling us at 337-332-4132. We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason including but not limited to, your non-use of Mobile Banking Services. You agree that we will not be liable to you or any third party for any modification or discontinuance of Mobile Banking.
- 10.5.3 **Use of Data.** We, and our service providers, will use information you provide for purposes of providing the Mobile Banking Services and to prepare analyses and compilations of aggregate customer data that does not identify you (such as the number of customers who signed up for Mobile Banking in a month).
- 10.5.4 **Third Party Beneficiary.** You agree that our service providers may rely upon your agreements and representations in this Agreement, and such service providers are third party beneficiaries to this Agreement, with the power to enforce its provisions against you.
- 10.5.5 **Limitations and Warranty Disclaimers.** We and our service providers disclaim all warranties relating to the Mobile Banking Services or otherwise in connection with this Agreement, whether oral or written, express, implied or statutory, including, without limitation, the implied warranties or merchantability, fitness for particular purpose and non-infringement. Neither we nor our service providers will be liable to you or any third party for any indirect, incidental, exemplary, special, punitive or consequential damages of any kind, or for any loss of profits, business, or data, whether based in statute, contract, tort or otherwise, even if we or our service providers, as applicable, have been advised, or have reason to know of the possibility of such damages. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Except to the extent prohibited by applicable banking regulations, under no circumstances will the total liability of us or our service providers to you in connection with the Mobile Banking Services or otherwise under this Agreement exceed \$5000.

Section XI. Mobile Deposit.

- 11.1 **MOBILE DEPOSIT AGREEMENT.** The Mobile Deposit Agreement contains the terms and conditions of the use of mobile deposit services and is a supplement to the Deposit Account Terms and Conditions, Internet Banking and Mobile Banking Agreement, and other agreements between the Bank and you. In the event of a conflict between this Agreement and your Account Agreement, this Agreement will govern with respect to the deposits made through the Mobile Deposit Service. Deposits made through other channels continue to be governed by the deposit account agreement governing your account(s).
- 11.2 **MOBILE DEPOSIT SERVICE.** The Mobile Deposit Service (“Service”) is designed to allow you to deposit checks to your designated checking or savings account using approved mobile devices. Checks are scanned using the camera on the mobile device and securely transmitted to the Bank for review and deposit. By using the Service, you authorize the Bank to convert checks to images or create substitute checks for the purpose of clearing the check.
- 11.3 **ACCEPTANCE OF THESE TERMS.** By electronically accepting this Agreement, you are agreeing to all of the terms and conditions outlined with it, even if you meet the **Qualification Criteria and the Service is activated at a later date.** This Agreement is subject to change periodically unless specifically prohibited by applicable law.
- 11.4 **LIMITATION OF SERVICE.** When using this Service, you may experience technical or other difficulties. We are not liable or responsible for any technical difficulties or any resulting damages that you may incur. This Service has qualification requirements and we reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.
- 11.5 **HARDWARE AND SOFTWARE.** In order to use this Service, you must obtain and maintain, at your expense, compatible mobile device hardware and software as specified by the Bank. The Bank is not responsible for any third-party software you may need to use the Service. Any such software is accepted by you and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at the time of download and installation.
- 11.6 **QUALIFICATIONS FOR THE SERVICE.** Provision of the Service to you is at the Bank’s sole discretion. We will review all account(s) for which you are a signer in order to determine your qualification for the Service. If you are not eligible for this Service, we will notify you of our decision. The Bank may, in its sole discretion, revoke your qualification for the Service at any time.
- 11.6.1 **Qualification Criteria.** In order to qualify for the Service, your accounts must be Consumer accounts, you must be enrolled for Online Banking and Mobile Banking and have the most recent version of the Mobile App installed on your compatible mobile device. For new customers, in order to qualify for the Service, the account(s) with the Bank must have been open for a minimum of 30 days, cannot have had any overdrafts, and the account must otherwise be in good standing. For existing customers, the account(s) cannot have had more than two (2) overdrafts in the 12 month period prior to the enrollment/request for service date, and must otherwise be in good standing.
- 11.7 **INELIGIBLE CHECKS.** You agree that you will not use the Service to scan and deposit any checks as listed below.
1. Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
 2. Checks payable jointly, unless deposited into an account in the name of all payees.
 3. Checks with any endorsement on the back other than that specified in this Agreement.

4. Checks containing obvious alteration to any of the fields on the front of the check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
 5. Checks drawn on a financial institution located outside the United States.
 6. Checks not payable in United States currency.
 7. Checks dated more than 6 months prior to the date of deposit or future-dated checks.
 8. Checks that are in any way incomplete.
 9. Checks prohibited by the Bank's current procedures relating to this Service or which are otherwise not acceptable under the terms of your Account Agreement.
 10. Checks in which the numerical and written amount are different.
 11. Checks that have been previously returned unpaid by the financial institution on which they are drawn, including substitute and remotely created checks.
 12. Checks that are payable to cash.
 13. Checks that have been previously submitted through this Service or through a remote deposit capture service offered at any other financial institution.
- 11.8 **ENDORSEMENTS.** You agree to restrictively endorse any check transmitted through the Service as follows or otherwise instructed by the Bank. Your endorsement must include the following statement "**For Electronic Deposit Only at FM Bank**". If your check includes available indication that the check was deposited electronically, you must mark the indication.
- 11.9 **RECEIPT OF CHECKS.** We reserve the right to reject any check transmitted using the Service, at our discretion, without liability to you. We are not responsible for checks we do not receive or for images that are dropped during transmission. An image of a check shall be deemed received when the funds are deposited in your account. Receipt of such confirmation does not mean that the transmission was error free or complete. Receipt of such confirmation or funds does not mean that your Account will not be charged back for the amount of the deposit and any applicable fees under the Account Agreement if the check image presented is dishonored or returned unpaid for any reason by the financial institution on which it is drawn.
- 11.10 **AVAILABILITY OF FUNDS.** You agree that checks transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. For purposes of determining the availability of funds deposited via the Service, you agree that checks transmitted through the Service are classified as "not in-person deposits" as defined in Regulation CC. In general, if an image of a check you transmit through the Service is received and accepted before 3:30 p.m. Central Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. With regard to the availability of deposits made using the Services, the first \$200 of the funds from your deposit will be made available as a provisional credit on the date we accept your deposit. The remaining funds will be available on the 2nd business day from the business day of your deposit. Additional delays may occur on a case-by-case basis. For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, and Federal Holidays. If you need the funds from a deposit made available sooner than provided under the Service, right away, please contact us or visit us at one of our locations to discuss additional options that may be available to you.
- 11.11 **DISPOSAL OF TRANSMITTED CHECKS.** Upon proper clearing of funds and confirmation of your deposit from the Bank, you agree to prominently mark the check as "Electronically Presented" and to properly store the check to ensure that it is not presented again for payment. You agree that you will never represent the check to the Bank or any other financial institution. You agree to retain all checks you have deposited through the Service for at least 30 business days and, following the 30 day retention period, you agree to dispose of your check in a manner which will ensure the check will not be presented again.
- 11.12 **RETURNED CHECKS.** Any credit which we deposit into your account immediately following a transaction initiated by you will be a provisional credit. If a check that you deposit using the Service is returned or charged back on your account, it will be deducted in full from your account along with any fees that are incurred due to the check's rejection as described in our Fee Schedule and Account Agreements. We are not responsible for any losses incurred as a result of deposits returned on your Account.
- 11.13 **DEPOSIT LIMITS.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. We are not responsible for any losses incurred as a result of rejecting a deposit that you have made through the Service which exceed your deposit limits.
- 11.14 **CONFIRMATION OF DEPOSITS.** It is your responsibility to verify that your deposit has been completed successfully by signing into the mobile application, viewing the status of your mobile deposit history and verifying the funds are available in your account.
- 11.15 **ERRORS.** You agree to notify the Bank of any suspected errors regarding checks deposited through the Service right away, and in no event later than 60 days after the applicable Bank account statement is mailed to you. Unless you notify the Bank within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against the Bank for such alleged error.
- 11.16 **ERRORS IN TRANSMISSION.** By using this Service, you accept the risk that a check may be intercepted or misdirected during transmission. The Bank bears no liability to you or others for any such intercepted or misdirected checks or information disclosed through such errors.
- 11.17 **IMAGE QUALITY.** Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image of an item transmitted to the Bank using this Service must be legible, as determined in the sole discretion of the Bank. The Bank accepts no liability and makes no guarantee that its image standards will be acceptable to other banks when presented for payment. The image that is transmitted must be of such quality that the following information can easily be read:
1. The amount of the check.
 2. The payee.
 3. The drawer's signature
 4. The date of the check.
 5. The check number.

6. Information identifying the drawer and the paying bank that is preprinted on the check in a commercially acceptable format, including the routing number, account number and check number.
- 11.17 **MOBILE DEPOSIT SECURITY.** You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized access to your device. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we reserve the right to monitor your Mobile Deposit activity, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.
- 11.18 **FEES.** Refer to our Fee Schedule for the current amount of our fee for using the Service.
- 11.19 **OWNERSHIP & LICENSE.** You agree that the Bank retains all ownership and proprietary rights in the Service, associated content, technology, website(s) and app(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to the Bank's business interest, or (iii) to the Bank's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.
- 11.20 **YOUR RESPONSIBILITY.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible for the security of your mobile device. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if the Service is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us. You will promptly provide any retained check, or a sufficient copy of the front and back of the check, to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or check image, or for the Bank's audit purposes. In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, or disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners retain all rights, title and interests in and to the Service, Software and Development made available to you.
- 11.21 **DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. YOU AGREE AND ACKNOWLEDGE THAT NO EXPRESS WARRANTIES HAVE BEEN GIVEN.
- 11.22 **LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF THE BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.
- 11.23 **USER WARRANTIES AND INDEMNIFICATION.** You warrant to the Bank that:
1. You will only transmit eligible checks.
 2. Images will meet the image quality standards.
 3. You will not transmit duplicate checks or checks previously deposited at a financial institution.
 4. You will not deposit or represent the original check.
 5. All information you provide to the Bank is accurate and true.
 6. You will comply with this Agreement and all applicable rules, laws and regulations.
- You agree to indemnify and hold harmless the Bank from any loss for breach of this warranty provision.
- 11.24 **COMPLIANCE WITH LAW.** You will use the Services for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations, including the sanctions laws administered by OFAC and the Bank Secrecy Act.
- 11.25 **GOVERNING LAW AND ATTORNEY FEES.** The Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. Any litigation under this agreement shall be resolved in the trial courts of St. Martin Parish, Louisiana.

Section XII. Fee Schedule

- 12.1 **BANKING SERVICES.** FMBanking Online allows you to check the balance of your bank accounts, view bank account histories, transfer funds between your bank accounts, make stop payment requests, and download account activity. **There is no charge for FMBanking Online Service.** If you should issue a stop payment, you will be charged \$22.95 per stop payment.
- 12.2 **BILL PAYMENT SERVICES.** Bill Payment allows you to pay your bills over the Internet. **There is no charge for FMBanking Bill Payment Service.** The following fees will be assessed in connection with the bill payment service:
1. Overdraft Fee*: \$25.00 per occurrence
 2. Stop Payment Fee: \$22.95 per occurrence
 3. Payment Investigation/Claims Fee: \$29.00 per occurrence
 4. Popmoney – Send Money \$0.75 per transaction (3-day delivery)
 5. Popmoney – Send Money \$1.50 per transaction (Next day delivery)
 6. Popmoney – Request Money \$0.75 per transaction (3-day delivery)

7. E-Greetings \$0.25

8. A2A – Outgoing transfer \$2.00 per transaction

* The Overdraft fee of 25.00 will be charged by the bill payment service, which is in addition to any NSF fees outlined in your account agreement that will be charged by FM Bank

12.3 **CASH MANAGEMENT SERVICES.** Fees for Cash Management Services such as ACH Origination, Merchant Capture and Wire Transfers can be found in the separate respective Agreements for the Services.

12.4 **MOBILE BANKING.** Mobile Banking allows you to access your online banking on a mobile device. There is no charge for Mobile Banking. **Standard Messaging Charges may apply**

12.5 **MOBILE DEPOSIT.** Mobile Deposit allows you to capture an image of a check from your mobile device to submit to the bank as a deposit. There is no charge for Mobile Deposit.

12.5 **FEE DISCLAIMER.** The fees listed above are in addition to and do not replace the fees associated with your deposit accounts. The terms and conditions of the deposit agreements and disclosures for each of your deposit accounts as well as your other agreements with Farmers-Merchants Bank & Trust Co., such as loans, continue to apply.