

**THE FARMERS BANK**  
***Business Online Banking***  
***Internet Banking Agreement***

These are the terms of your Agreement with The Farmers Bank for accessing your accounts and making use of other services via the Internet through The Farmers Bank. Whenever you use Internet Banking, or authorize others to use it, you agree to these terms. The Farmers Bank may amend these terms from time to time. You will be notified of any amendments that affect your rights or obligations within the appropriate time period. Each of your accounts at The Farmers Bank, which are accessed by Internet Banking continue to be governed by the applicable Account Disclosures and Regulations Relating to Deposit Accounts and Other Services and Electronic Fund Transfer Agreement and Disclosures, otherwise known as Disclosures and Regulations, and the applicable Schedule of Fees, as they may be amended from time to time

**GENERAL INFORMATION**

**1. Definition of Terms**

- "You" and "Your" means any person who applies for Internet Banking with The Farmers Bank through completion of an Internet Banking Application and all persons authorized by the applicant to use their Internet Banking Identification and PIN (Personal ID Number) or other means of access we establish or approve.
- "We," "us," "our," "Bank," and The Farmers Bank or one of its affiliates.
- "Business Day" shall mean Monday-Friday, except for Federal Banking holidays.
- "Payee" means the merchants, individuals or institutions you wish to pay using the Bill Payment Service.
- "Internet Banking Agreement" means The Farmers Bank Internet Banking Agreement.
- "Internet Banking" or "The Farmers Bank Internet Banking" or "The Farmers Bank's Internet Banking Service" means our service that allows you to make payments, transfer funds, access accounts, make purchases, obtain information, and perform other transactions via the Internet by use of a personal computer and modem and/or other means we authorize or allow.

**2. General Description of Services**

Account access via The Farmers Bank's Internet Banking Service allows you to:

- View account balances and transaction history.
- Transfer funds between The Farmers Bank's accounts.
- Set up recurring transfers between The Farmers Bank's accounts
- Make The Farmers Bank's loan payments.
- View previous statements
- Download account transactions

*Bill Pay Services provided through Check Free Corporate allow you to:*

- Pay bills to most merchants, individuals, & organizations.
- Set up recurring payments.
- Download your payment schedule.
- Retain payment history.
- Retain record of payees.

**3. Requirements for Your Use**

To access your accounts through The Farmers Bank's Internet Banking, you must have an account at The Farmers Bank and complete an Internet Banking Application. In addition, you will need a personal computer. Internet service through the provider of your choice, and a compatible web browser with 128-bit data encryption. You may download a compatible web browser for free at:

Microsoft Internet Explorer® or Netscape Navigator®

You are responsible for the installation, maintenance and operation of your computer and your browser software. The risk of error, failure, or non-performance is your risk and includes the risk that you do not operate your computer or your software properly. The Bank is not responsible for any errors or failures from any malfunction of your computer or your software. The Farmers Bank is not responsible for any electronic viruses that you may encounter. The Bank is not responsible for any computer virus-related problems that may be associated with the use of Internet Banking. The Bank has no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your computer or your software.

#### **4. Customer Support**

If you need assistance with The Farmers Bank's Internet Banking Service, or if you need to communicate with our Bank, you may contact the Electronic Banking Department by calling 615-672-5665 or 615-323-1147. Representatives are available between 8:00 A.M. until 4:00 P.M. CST Monday-Thursday and 8:00 A.M. until 5:00 P.M. on Friday.

You may also write to us at: The Farmers Bank, Electronic Banking Service, P O Box 10, Portland, TN 37148

You may also email us at [ibanking@thefarmersbank.net](mailto:ibanking@thefarmersbank.net). However, electronic mail (E-mail) transmissions are not secure. Therefore, we request that you do not send us or ask for sensitive information, etc. via any general form of E-mail System.

### **DESCRIPTION OF SERVICES**

#### **1. Hours of Accessibility**

You can access your accounts through The Farmers Bank's Internet Banking Service seven days a week, 24 hours a day. However, at certain times, The Farmers Bank's Internet Banking service may not be available due to routine system maintenance.

#### **2. Bill Payment Service provided through Check Free**

Bill Payment through Check Free Corporate is an optional service for Premium and Premium Plus Internet Banking. Bill Payment allows you to schedule bill payments; arrange, at your option, for the payment of your current, future and recurring bills from your designated Bill Payment Account; pay most merchants, individuals, and institutions; and download your payment schedule at your convenience. Bill payments can be made from a designated payment account for the amount requested by you to the scheduled payee when you set up an account with Check Free. You must be an owner of the designated Bill Payment account. You may not designate any account that requires more than one signature for withdrawals.

#### **3. Transfers**

Through The Farmers Bank's Internet Banking Service you are allowed to make transfers between your various The Farmers Bank accounts. You may also make your Farmers Bank loan payments. You must be an owner of and have the unrestricted right of withdrawal from all accounts to or from which you request a transfer. We reserve the right to deny transfers between certain types or accounts under certain circumstances.

A transfer initiated through The Farmers Bank's Internet Banking Service before 4:00 p.m. (Central Standard Time) on business days Monday through on Friday, is posted to your account the same day. All external transfers (i.e. ACH, Wire Transfers, and Tax Payments) completed after 2:00 p.m. (Central Standard Time) on a business day or on a Saturday, Sunday or banking holiday, will be posted on the next business day. Our business days are Monday through Friday, except for banking holidays. "Banking holidays" shall mean all federal banking holidays.

The number of transfers from The Farmers Bank's accounts may be limited as described in the applicable portions of the deposit account information. Each payment or transfer through Internet Banking from a savings or money market account is counted as one of the six limited transfers permitted each statement period, as described in the Disclosure and Regulations.

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.

#### **4. Changes to Charges, Fees, or Other Terms**

The Farmers Bank reserves the right to change the charges, fees or other terms described in our Internet Banking Agreement. When changes are made to any fees, charges, or other material terms, we will notify you accordingly. Notification will be given at least thirty (30) days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide notice to you within thirty (30) days after the change. We reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Depositor Contract and Deposit Account Information.

#### **5. Personal Identification Number and PIN**

You will be given an Internet Banking Identification and PIN that will give you access to your accounts through The Farmers Bank's Internet Banking Service. Once you have submitted a completed Internet Banking Application, you will receive your Internet Banking ID and PIN. You will be asked to select a new PIN upon your initial use of Internet Banking. We recommend that you change your ID and PIN on a regular basis and will require you to change your PIN, at minimum, once every 12 months. The Bank is entitled to act on the instructions received under your PIN. For security purposes, it is recommended that you memorize the ID and PIN and do not write them down. You are responsible for keeping your ID, PIN and other account data confidential. Anyone to whom you give your Internet Banking Identification and PIN or other means of access will have full access to your

accounts, even if you attempt to limit that person's authority. For this reason, you should not disclose your Internet Banking Identification and PIN to other persons.

## **6. Cancellation of Services**

If you wish to cancel any of your The Farmers Bank's Internet Banking Services, please contact our Electronic Banking Department by calling 615-672-5665 or 615-323-1147. Electronic Banking Representatives are available between 8:00 A.M. and 4:00 P.M. CST Monday-Thursday, 8:00 A.M. to 5:00 P.M. on Friday.

You may also write to us at: The Farmers Bank, Electronic Banking Services, P.O. Box 10, Portland, TN 37148

You may also email us at [ibanking@thefarmersbank.net](mailto:ibanking@thefarmersbank.net) however; electronic mail (E-mail) transmissions are not secure. We therefore, request that you do not send us or ask for sensitive information, etc. via any general form of E-mail System.

If, for any reason, you should ever wish to cancel Internet Banking, your scheduled payments and transfers will be automatically deleted. For this reason, if you cancel Internet Banking, you should make other payment or transfer arrangements. This will also ensure that future payments or transfers made by you will not be duplicated. The Bank reserves the right to terminate the Internet Banking Agreement, in whole or in part, at any time for any reason.

## **8. New Services**

The Farmers Bank may, from time to time, introduce new Internet Banking Services and/or enhancements to the current service. We shall notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the terms contained in this Internet Banking Agreement.

### **ADDITIONAL PROVISIONS**

#### **1. Usage**

Your first use of The Farmers Bank's Internet Banking Service confirms your agreement to and understanding of the terms and conditions in the Internet Banking Agreement.

You agree to the terms of this agreement and the schedule of charges that may be imposed. You authorize us to deduct applicable charges and payments, as accrued, directly from your designated payment account. You are liable for all transactions that you may make or authorize, even if the person you authorize exceeds your authority. If you have given someone your Internet Banking Identification and PIN or any other means of access and you want to terminate that person's authority, you must change your Identification and PIN or other means of access or take additional steps to prevent further access by such persons.

#### **Unauthorized Transfers**

Tell us at ONCE if you believe that an electronic fund transfer has been made without your permission, or if you believe another person has improperly obtained your Internet Banking Identification or PIN. Also notify us if someone has transferred or may transfer money from your Bank deposit account without your permission, or if you suspect any fraudulent activity on your account. To notify us, call 615-672-5665 or 615-323-1147 or write to us at the address listed above. Telephoning is the best way of keeping your possible losses down.

If your Internet Banking Identification and PIN have been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if an unauthorized person uses your Internet Banking Identification and PIN without your permission to access a Bank deposit account and/or initiate a transaction. If you do NOT notify us within two (2) business days after you learn of the loss or theft, and we can prove that we could have stopped someone from using your Internet Banking Identification and PIN without your permission had you told us, you could be liable for as much as \$500.

Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us at once. If you do not notify us within sixty (60) days after the statement was sent to you, and we could have stopped someone from taking money if you had told us in time, you may not recover any money lost after the sixty (60) days.

#### **2. Bank Liability**

Except as specifically provided in this Internet Banking Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, any indirect, special, incidental or consequential damages whether caused by the equipment, software, the Bank, OR by Internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Internet Explorer browser), OR by Internet access providers OR by online service providers OR by an agent or subcontractor of any of the foregoing, nor shall we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software. The Farmers Bank's Internet Banking Service, or Internet browser or access software.

We will be liable to you if we fail to stop a payment pursuant to your timely order to do so. Also, 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. 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 a transfer or bill payment.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system are not working properly,
- If you have not provided us with complete and correct payment information, including without limitation the name, account number, check number and payment amount for the payee on a stop payment.
- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer or bill payment, despite reasonable precautions taken by us.
- If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.
- If you do not submit your payment or transfer instructions within the appropriate time period.

We will not be liable for indirect, special, or consequential damages arising out of the use of Check Free Corporate Bill Payment service.

### **3. Error Resolution**

Call or write to us as soon as possible if you think your statement, account or transaction information is wrong or if you need more information about a transaction listed on your statement or shown through The Farmers Bank's Internet Banking Service. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. You should call the number or write to the address listed in the brochure if you believe a transfer has been made without your permission.

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

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

We will tell you the results of our investigation within ten (10) business days (twenty (20) days if you initiated the transaction from outside the United States) 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 if you initiated the transaction from outside the United States) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten business days (twenty (20) days if you initiated the transaction from outside the United States) for the amount you think is in error, so that you will have the use of your money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not provisionally credit your account. You also agree to the "Terms and Conditions" that were delivered to you when you opened your deposit account(s).

If we determine that there is no error, we will send you an explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

### **4. Limits on Withdrawals**

If any of your qualifying accounts are money market or savings accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than 6 in the monthly statement period. Withdrawals covered by this limitation are ones made by means of preauthorized transfer, automatic transfer, or payments arranged by telephone or online. You also agree to the "Terms and Conditions" that were delivered to you when you opened your deposit account(s).

### **5. Disclosure of Account Information**

You authorize the Bank to disclose to third parties, agents, and affiliates, such as independent auditors, consultants or attorneys, information you have provided or that we or our affiliates have obtained about your accounts and the transfers you make:

- to comply with government agency or court orders or requests; or
- to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or where it is necessary for completing transfers; or
- to provide services relating to your account; or if you give us your further permission.

## 6. Alerts Terms and Conditions

**Alerts.** Your enrollment in The Farmers Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your The Farmers Bank account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have that option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities, or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the Manage Alerts menu within The Farmers Bank Online Banking and Manage Alerts menu within The Farmers Bank Mobile Banking

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but we are not obligated to do so. The Farmers Bank reserves the right to terminate the Alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an email message; or (d) your The Farmers Bank Online Banking message in-box, by an email message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email address or mobile device number.

**Alerts via Text Message.** To stop Alerts via text message, text "STOP to 99588 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in The Farmers Bank Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 99588. In case of questions please contact customer service at 615-323-1145. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile, U S Cellular, Verizon Wireless, MetroPCS.

**Limitations.** The Farmers Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside The Farmers Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold The Farmers Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorney's fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.