# THE FARMERS BANK Business Online Banking Internet Banking Agreement

Carefully read this Online Banking Agreement ("agreement") and retain a copy for your records.

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 User Name and Password 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.

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## 4. Customer Support

If you need assistance with The Farmers Bank's Internet Banking Service, or if you need to communicate with us, you may contact the Electronic Banking Department by calling 615-672-5665 or 615-323-1147. Representatives are available between 8:00 A.M. and 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. 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 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(6) 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 adjust 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. User Name and Password

You will be given an Internet Banking Identification and password 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 password. You will be asked to select a new password upon your initial use of Internet Banking. We recommend that you change your password on a regular basis and will require you to change your password, at minimum, once every 12 months. The Bank is entitled to act on the instructions received under your password. For security purposes, it is recommended that you memorize the user name and password and do not write them down. You are responsible for keeping this and other account data confidential. Anyone to whom you give your Internet Banking Identification and password 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 password to other persons.

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### 6. Cancellation of Services

If you wish to cancel any of your TFB 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 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.

#### 7. 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.

### 8. Electronic Statements (e-Statements)

You must register within Online Banking to access eStatements. Electronic statements contain the same information as paper statements. Your browser must support 128 bit-encryption. We will send an email to the address on file when eStatements are available asking you to access eStatements through our secure Online Banking website. You may download and print copies of your statements. By accepting the eStatement Usage Agreement, you authorize The Farmers Bank to deliver your statement to you through eStatements via Online Banking. Once enrolled in eStatements you will no longer receive paper statements. If the email to you is returned as undeliverable, we may discontinue future electronic statements and switch your account to paper statements sent by the U.S. Postal Service until you provide us with a valid e-mail address. For accounts that are in default or subject to automatic stay in bankruptcy, we may, elect to discontinue delivering online statements. If consent for electronic statements is withdrawn, you will being receiving paper statement at the mailing address on file. It is your duty to promptly examine your statement when it is made available to you. In case of errors or questions about your electronic statement, telephone us at 615-323-1147 or 615-672-5665. You may also write to us at The Farmers Bank, P O Box 10, Portland, TN 37148 Attn: Electronic Banking Department. Please notify us as soon as possible should you believe there are errors on your statement or if you need more information about your account. You agree to promptly notify us to update your email address when an email address change occurs.

# 9. Transfers or Transactions That You Did Not Make.

If your statement shows transfers or transactions that you did not make, notify us immediately by telephoning 615-323-1147 or 615-672-5665 during the hours listed under Customer Support, or by writing to us at: The Farmers Bank, Electronic Banking Services, P O Box 10, Portland, TN 37148

# 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 user name and password or any other means of access and you want to terminate that person's authority, you must change your user name and password or other means of access or take additional steps to prevent further access by such persons.

### 2. Unauthorized Transfers

Notify the bank 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 username or password. Also notify us if someone has transferred or may transfer money from your Bank deposit account without your permission, if you suspect any fraudulent activity on your account, or if your statement shows withdrawals, transfers or purchases that you did not make or authorize. To notify us, call 615-672-5565 or 615-323-1147 or write to us at the address listed above. Telephoning is the best way of keeping your possible losses down.

### 3. 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

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

### 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 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 though 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.

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