

The Farmers Bank Business Online Banking Terms and Conditions

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

GENERAL INFORMATION

1. Definition of Terms

- "You" and "Your" means any person who applies for Online Banking with The Farmers Bank through completion of a Business Online Banking Application and all persons authorized by the applicant to use their Online Banking User Name and Password or other means of access we establish or approve.
- "We," "us," "our," "Bank," and The Farmers Bank
- "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
- "Online Banking" or "The Farmers Bank Online Banking" or "The Farmers Bank's Online 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 Online 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, and download account transactions. Bill Pay Services provided through Check Free Corporate allows 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. You must have an account at The Farmers Bank and complete a Business Online 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 Online 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 Online Banking Service, or if you need to communicate with us, please contact the Electronic Banking Department. Representatives are available between 8:00 A.M. and 4:00 P.M.(CST) Monday-Thursday and 8:00 A.M. until 6:00 P.M. (CST) on Friday. Electronic mail (email) transmissions are not secure. Therefore, we request that you do not send us or ask for sensitive information, etc. via any general form of email system.

The Farmers Bank Electronic Banking Department P O Box 10 Portland, TN 37148 ibanking@thefarmersbank.net	Hours: 8:00 AM – 4:00PM (CST) 8:00 AM – 6:00 PM (CST) 615-323-1146 (direct line) 615-325-2265 or 615-672-5665	Monday - Thursday Friday
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DESCRIPTION OF SERVICES

1. Hours of Accessibility. You can access your accounts through The Farmers Bank's Online Banking Service seven days a week, 24 hours a day. However, at certain times, The Farmers Bank's Online 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 Online Banking customers. 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 Online Banking Service you are allowed to make transfers between your various The Farmers Bank accounts. You may also make your The 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 Online Banking Service no later than 4:00 p.m. (CST) on regular business days (Monday through Friday, excluding Saturday, Sunday and Federal Holidays), shall be credited to your account the same day. If you initiate a transfer after 4:00 p.m. (CST), on a business day, on Saturday, Sunday or a Federal Holiday, the transfer will be posted on the next business day. All external transfers (i.e. ACH, Wire Transfers, and Tax Payments) completed after 2:00 p.m. (CST) on a regular business day, on Saturday, Sunday or Federal holiday, will be posted on the next business day. 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 Online 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. Funds from items deposited are subject to our standard Funds Availability Policy.

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 Online 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. Once you have submitted a completed Online Banking Application, you will be given an Online Banking user name and password that will give you access to your accounts through The Farmers Bank's Online Banking Service. You will be asked to select a new password upon your initial use of Online Banking. We recommend that you change your password on a regular basis and will require you to change your password, at minimum, once every 90 days. 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 Online Banking user name 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 Online Banking user name and password to other persons.

6. Cancellation of Services. If for any reason, you should ever wish to cancel Online Banking, your scheduled payments and transfers will be automatically deleted. For this reason, if you cancel Online 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 Online Banking Agreement, in whole or in part, at any time for any reason. You may cancel your Online Banking service at anytime by notifying us by phone, in writing or by sending instructions by email.

7. New Services. The Farmers Bank may, from time to time, introduce new Online 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 Online Banking Agreement.

8. Electronic Notices. You must register within Online Banking to access electronic notices. Once you have enrolled, when a notice is available, you will receive an email to the address on file, asking you to access the notice through our secure Online Banking website. There, you are able to download and/or save your notices. If you consent, you will no longer receive paper notices. "Notices" include: disclosures, periodic statements, notices, agreements, fee schedules, other information and documentation. If the email address we have for you is returned as undeliverable, we may discontinue future electronic notices and switch your account to paper notices sent through the U.S. Postal Service.

ADDITIONAL PROVISIONS

1. Usage. Your first use of The Farmers Bank's Online Banking Service confirms your agreement to and understanding of the Online Banking Terms and Conditions. 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 Online 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 Online 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. Telephoning is the best way of keeping your possible losses down.

3. Bank Liability. Except as specifically provided in this Online 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, by Online browser providers such as Netscape and Microsoft, by Internet access providers, online service providers, 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 Online Banking Service, or Internet browser or 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 six 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 (if any) 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 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 us. 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.