

The Farmers Bank Online Banking Service Terms and Conditions

By your initial access to The Farmers Bank online banking service, and in consideration of our allowing you access to The Farmers Bank online banking service, you agree to the terms and conditions of this Agreement. Each reference in this Agreement to the "Bank", "The Farmers Bank", "we", "us", or "our" refers to The Farmers Bank, a Tennessee banking corporation, and each reference to "you" and "your" refers to each depositor, borrower, authorized signer, or authorized user for an account (as defined below) who is now or hereafter enrolled in any one or more of the Farmers Bank online banking services with respect to the account. Each time you use The Farmers Bank online banking service constitutes confirmation by you of your agreement to and understanding of the terms of this Agreement and any screens that appear on your computer when you access The Farmers Bank Web Site. This agreement will be effective as of the date of our acceptance of this Agreement as evidenced by our issuance of a Password to you. Please read this Agreement carefully and keep it for future reference.

GENERAL INFORMATION

1. Browser Security. The Farmers Bank Internet Banking transmits data using SSL (Secure Socket Layer) technology that supports 128-bit key encryption. It is important to verify that a secure connection between your browser and the Internet Banking server has been established before transmitting any confidential account information over the Internet. This can be verified by an indicator on your web browser. Netscape Navigator has a key symbol that appears in the lower left corner of the screen. When the symbol appears "solid" transmitted data is being encrypted. When this symbol appears "broken", a secure session has not been established. Similarly, Microsoft Internet Explorer has a lock symbol that appears when data is being encrypted. When this symbol does not appear, a session is not secure.

2. Host Security. The web server does not connect directly to the Internet. It is buffered from the Internet through the use of a firewall. All access from outside the bank must go through this firewall, which screens the requests and allows only valid http traffic to reach the server. The Farmers Bank Internet Banking makes use of an ICSA certified firewall.

3. Links. Links to non-The Farmers Bank websites contained in this site are offered only as pointers to sources of information on subjects that may be of interest to users of The Farmers Bank's website, and The Farmers Bank is not responsible for the content of such sites as we have no control over what is displayed there. The Farmers Bank does not guarantee the authenticity of documents at such sites, and links to non-The Farmers Bank sites do not imply any endorsement of or responsibility for the ideas, opinions, information, products, or services offered at such sites. Use of links to any non-The Farmers Bank site is solely at the user's own risk.

4. Hardware and Software Requirements. To be able to use The Farmers Bank online banking, you must provide your own personal computer (a "PC") with a modem and related equipment (the "Hardware"). You also must provide the type of telephone service and Internet access service required by the Hardware and/or the Software. Once the Hardware has been properly connected to the telephone service, and any required Internet access has been established, you will be able to access The Farmers Bank Online Services through the PC banking service provider (the "Service Provider") that will act as an interface between you and the Bank. You are and will remain solely responsible for the purchase, hook-up, installation, loading, operation and maintenance of the Hardware, the Software, the telephone service, and the Internet access service (if applicable) to your PC, and for all related costs. You are solely responsible for scanning the Hardware and the Software for computer viruses and other related problems before you use them.

5. Accounts. You agree to use The Farmers Bank Online Banking solely for the services described in this Agreement and solely in connection with each deposit account (collectively, the "Deposit Accounts") and each loan account (collectively, the "Credit Account") held by the Bank and designated by you, except as otherwise expressly provided in this Agreement or as otherwise expressly permitted by us from time to time. Under this Agreement, there may be multiple accounts, and at least one (1) of the Deposit Accounts must be a checking account with unlimited check-writing privileges. You may add any account for which you, or all of you if more than one, are depositor, borrower, authorized signer, or authorized user by notifying the Bank in writing. If you close or delete the only checking account designated for The Farmers Bank Online Banking, you will no longer be able to use The Farmers Bank Online Banking service.

6. Username and Password. All The Farmers Bank Online Banking transactions or inquiries must be initiated by use of your The Farmers Bank Online Banking "user name" and "password". Once enrolled, we will assign you a temporary password. The first time you sign on The Farmers Bank Online Banking, you will be required to select a new password. You may change your password from time to time, as provided in the Software. It is recommended that you do not use your social security number, birthdays, names, or other codes that may be easy for others to determine as your password. No Bank employee will ever ask for your password nor should you provide it to anyone unless you intend to allow that person access to your accounts. YOU AGREE TO KEEP YOUR PASSWORD CONFIDENTIAL. USE OF THE PASSWORD BY YOU OR BY ANY OTHER PERSON WITH YOUR AUTHORIZATION WILL BE CONSIDERED THE SAME AS YOUR WRITTEN SIGNATURE AUTHORIZING US TO COMPLETE ANY TRANSACTION OR REQUEST COMMUNICATED THROUGH THE FARMERS BANK ONLINE BANKING. You agree that any The Farmers Bank online transaction or request initiated by use of the password will be subject to and governed by this Agreement. If you authorize another person to use your password, that person can use The Farmers Bank Online Banking to view any information or initiate any transaction on any of the accounts to the same extent as you, including viewing information or initiating transactions on accounts to which that person does not otherwise have access. As such, your sharing of your password is strongly discouraged by the Bank, and done at your sole risk and peril. If a third party should gain access to your password, you alone are responsible for changing the password so as to deny the third party's access to your banking information. Given the electronic nature of these transactions, the Bank shall have no liability to you in the event a third party should gain access to your password through no fault of the Bank. You should always exit The Farmers Bank Online Banking after you finish viewing your accounts. Never leave your computer unattended while accessing The Farmers Bank online. If you should, a third party may be able to access your accounts from your terminal, without ever needing to use your password.

Customer Support

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

DESCRIPTION OF ONLINE SERVICES

1. Hours of Accessibility. You may access the accounts through The Farmers Bank online 24 hours a day, seven days a week, except due to performing regular maintenance on systems or equipment, which may result in errors or interrupted service. We may also find it necessary to occasionally change the scope of our services. The Farmers Bank cannot guarantee that we will be able to provide notice of such interruptions and changes, although we will attempt to provide such notice.

2. Services. You may use The Farmers Bank online to perform any of the following services designated by you in the Application or subsequently added by you: **A.** To transfer funds between any Deposit Accounts, such as checking, savings or money market deposit accounts; **B.** To receive and download balance and transaction information for The Farmers Bank accounts; **C.** To pay bills electronically from a Deposit Account that is a checking account with unlimited check-writing privileges; and **D.** To receive e-mail from and transmit e-mail to the Bank, all as described in this Agreement and the Software. You may sign up for or cancel any service by contacting The Farmers Bank. (see Customer Support Section for details). As used in this Agreement, the term "electronic fund transfer" has the meaning provided for that term in Regulation E and includes, without limitation, a bank transfer or bill payment (other than a bill payment made by check or other paper item), as these terms are defined below.

3. Transfers. You may use The Farmers Bank online service to initiate electronic fund transfers from one Deposit Account that is a checking, savings or money market deposit account to any other Deposit Account that is a checking, savings or money market deposit account, as provided in this Agreement. These types of transactions are referred to in his Agreement as "bank transfers"

Authorization. You expressly authorize us to debit the appropriate Deposit Account in the amount of any bank transfer initiated through The Farmers Bank online banking by you or by any other person who is authorized to use your password. You agree that we may treat any such bank transfer from a Deposit Account the same as a duly executed written withdrawal, transfer, or check and that we may treat any such bank transfer to a Deposit Account the same as a deposit, all in accordance with the terms of this Agreement and your deposit agreement(s) with us.

Limitations. Your ability to initiate bank transfers between Deposit Accounts may be limited by federal law or by the terms of your deposit agreement with us. Bank transfers from Deposit Accounts that are savings or money market deposit accounts are limited as required by federal regulation (i.e. see TISA disclosure). You agree that we may, without notice or other obligation to you, refuse to make any bank transfer for security reasons or as otherwise expressly provided in this Agreement or your deposit agreement with us.

Time of bank transfers; posting; funds availability. If you initiate a bank transfer of available funds on or before 4:00 PM (CST) on regular business day (Monday through Friday, excluding Saturday, Sunday and Federal Holidays), the bank transfer will be posted to the Deposit Account on the same business day. If you initiate a bank transfer after 4:00 P.M. (CST) on a business day, on Saturday, Sunday or a Federal Holiday, the bank transfer will be posted on the next business day. Transferred funds will be available for withdrawal on the business day following the business day the bank transfer is posted to the Deposit Account. Please refer to the bank's Funds Availability Policy for posting and funds availability information (intervening holidays will alter this schedule).

4. Accessing Account Information. You may use The Farmers Bank Online Banking to receive, download, and store or print information regarding an account that is routinely set forth in the statement for the Account, debits and credits made to the account, amounts and item numbers for items drawn on the account (if applicable), and the daily account balance (including interest credited to a Deposit Account and finance charges accrued on a Credit Account). All account information provided via The Farmers Bank Online Banking will be current. You will still receive your usual periodic statement of account, and adjustments may have been made to your account in connection with the preparation of your statement.

5. Bill Payment Service and Check Free. If you have enrolled in the optional Bill Payment service, you may use The Farmers Bank Online Banking to initiate payments from any Deposit Account that is a checking account with unlimited check-writing privileges (a "Payment Account") to pay obligations owed to certain third parties in the United States. If you choose to use this service, you will receive a Terms and Conditions from Bill Pay when you enroll for the service.

6. Electronic Mail Service. You may use The Farmers Bank Online Banking to send electronic mail ("e-mail") to us and to receive e-mail from us. The e-mail service may not be used to make bank transfers between accounts or to make bill payments from an account. E-mail transmitted by you to us via The Farmers Bank online often will not be delivered to us immediately. **If you need to contact us immediately to stop payment, to report an unauthorized use of your password, to report unauthorized access to an account, or for any other reason, you should call us.** (see Customer Support for details). We will not be responsible for acting on or responding to any e-mail request made through The Farmers Bank online banking until we actually receive your e-mail message and have a reasonable opportunity to act. You should check your e-mail regularly; we will attempt to notify you by e-mail in the event of any technical difficulties or other occurrence that may affect your use of The Farmers Bank online banking.

7. Additional Service. We may, from time to time, make additional services available through The Farmers Bank Online Banking. We will notify you of the availability and terms of these new services. By using these additional services when they become available, you agree to be bound by this Agreement and any additional instructions, procedures and terms provided to you with respect to each of these new services.

8. Fees and Charges. Access to The Farmers Bank's Online Banking web site is furnished at no charge. The Farmers Bank has not instituted a charge for viewing your accounts, or completing transfers to and from your individual accounts. Fees have also been waived for customers utilizing the "Bill

Payment Service". You will be solely responsible for all tariffs, duties, or taxes imposed by any government or governmental agency in connection with any transfer made pursuant to this Agreement and for all telephone charges, Internet access service charges, tools tariffs, and other costs for online sessions initiated by you.

9.Errors and Adjustments. We agree to correct any error made in crediting or debiting any account by making the appropriate adjustment to your account balance. You agree to repay promptly any amount credited to your account in error, and you authorize us to initiate a debit transfer to any account to obtain payment of any erroneous credit.

10. Account Reconciliation. The Deposit Account statements or other notices provided to you by us will notify you of (a) the execution of bank transfers or bill payments and the debits to the Deposit Account made with respect to such bank transfers and bill payments, and (b) amounts debited by the Bank from the Billing Account or any other account for payment of the services or other charges pursuant to this Agreement. You agree that we will not be required to provide any other notice to you of the execution of bank transfers, bill payments, or debits. You agree to promptly examine each statement for a Deposit Account and to promptly report any discrepancies between your records and the Deposit Account statements or any other notices mailed by the Bank to you.

11. Settlement of Obligations. To the fullest extent permitted by applicable law, you authorize us to obtain payment of your obligations to us under this Agreement from time to time by (a) initiating debit or credit transfers to any of the accounts or (b) deducting the payment from the amount of any bank transfer or bill payment. Such obligations include, without limitation; fees owed to us and settlement for bank transfers or bill payments initiated through The Farmers Bank Online Banking. At the time any account is closed (whether by you, by us, or otherwise) or any of The Farmers Bank online service is terminated (whether by you, by us, or otherwise), you agree that all such obligations will be immediately due and payable to us, and you authorize us to withhold the amount of any such obligations from any account. Debiting an account or deducting payment from the amount of any bank transfer or bill payment is not the Bank's exclusive remedy under this or any other section of this Agreement and the Bank will not be deemed to have made an election of remedies by making any such debit or deduction on any one or more occasions.

ADDITIONAL PROVISIONS

1.Bank's Liability for Failure to Make or Stop Certain Electronic Fund Transfers. If we do not complete an electronic fund transfer to or from a Deposit Account in a reasonable amount of time or in the correct amount according to our agreement with you, we will only be liable for your direct losses or actual damages, except in the following instances:

- If, through no fault of ours, you do not have enough money in the Deposit Account (or any linked account) to make the electronic fund transfer.
- If the electronic fund transfer would go over the credit limit on any line of credit account with us.
- If you have not completely and properly followed the terms of this Agreement or instructions provided by the Software regarding how to make an electronic fund transfer.
- If any data or instruction transmitted via The Farmers Bank Online Banking are inaccurate or incomplete.
- If you do not initiate an electronic fund transfer according to the time limits set forth in this Agreement and the online Payee list, or if the payment amount requested is less than the full amount due.
- If the electronic fund transfer has been transferred from the Deposit Account to a third party, including, without limitation, any third party through which payment is made and any payee or its financial institution.
- If the Hardware, the Software, the Service Provider, or any part of The Farmers Bank online system, including the bill payment service, was not working properly and you knew about the breakdown when you started your electronic fund transfer.
- If circumstances beyond our control, such as an act of God, failure, delay, or error on the part of any third-party service provider (including, without limitation, the Service Provider, the United States Postal Service or any other delivery service), power outage, difficulty with telephone or cable lines or satellite communications, difficulty with any Hardware, the Software, or the Service Provider, computer virus or related problem, or cessation of the operation of the Service Provider or the arrangement between the Bank and the Service Provider, prevent or delay the electronic fund transfer, despite reasonable precautions that we have taken.
- If your funds are being held or frozen or are subject to legal proceedings.
- If the funds in the Deposit Account are unavailable (funds are only conditionally credited until they become available for withdrawal).
- If your password has been reported lost or stolen or if we have any other reason to believe that an electronic fund transfer may be erroneous or unauthorized.
- If you, any joint holder, or an authorized signer on a Deposit Account has requested that we stop payment of the electronic fund transfer.
- If you have exceeded the limitations on the number of withdrawals or transfers allowed during the statement period for the type of Deposit Account you have with us (e.g., certain types of savings accounts, including money market deposit accounts).
- If the Deposit Account has been closed.
- If we do not receive the necessary transfer information from you or any third party, or if such information is incomplete or erroneous when received by us.
- There may be other exceptions stated in this or any other applicable agreement that we may have with you.

2. Limits on Bank's Liability. To the fullest extent permitted by applicable law, you agree that we will have no liability whatsoever for any loss, damage, or claim arising out of any delay or failure in the performance of any The Farmers Bank online service in accordance with the terms of this Agreement, including but not limited to, that resulting from our negligence. Our duties and responsibilities to you are strictly limited to those described in this Agreement, except with respect to any provisions of the law applying to electronic fund transfers that cannot be varied or waived by agreement. In no event will the Bank be liable for any consequential, special, or punitive damages or for any indirect loss that you may incur or suffer in connection with

the service (even if the Bank has been informed of the possibility of such damages), including, without limitation, attorney fees. The Service Provider is an independent contractor and not the Bank's agent. The Bank's sole duty shall be to exercise reasonable care in the initial selection of the Service Provider. YOU ACKNOWLEDGE THAT NO EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OR A PARTICULAR PURPOSE, IS MADE BY THE BANK WITH RESPECT TO ANY THE FARMERS BANK ONLINE SERVICE OR THE SOFTWARE, AND THE BANK HEREBY DISCLAIMS ALL SUCH WARRANTIES. The only warranties are those provided by the licensor of the Software and set forth on the Software package. To the fullest extent permitted by applicable law, and without limiting the generality of the foregoing, the Bank shall not be liable at any time to you or any other person for any loss, charge, fee, penalty, expense or other damage resulting from any failure or delay of the performance of the bank's responsibilities under this Agreement which is caused or occasioned by any act or thing beyond the Bank's reasonable control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure, electrical or computer failure, war, emergency conditions, acts of God, fire, storm, or other catastrophe, or inability to obtain or delay in obtaining wire services or Internet access, or refusal or delay by the Service Provider or another bank or financial institution to execute any bank transfer or bill payment. In addition, the Bank shall be excused from any failure or delay in executing a bank transfer or bill payment, if such execution would result in the violation of any applicable state or federal law, rule, regulation or guideline. To the fullest extent permitted by applicable law, you agree that the Bank shall not have any liability whatsoever for any loss caused by the act, error, or omission of you or any other person, including, without limitation, the Service provider, any Internet access service provider, any federal reserve bank or transmission or communications facility or any intermediary or receiving financial institution, and no such person shall be deemed the Bank's agent.

3. Your Liability for Unauthorized or Erroneous Transfers. To the fullest extent permitted by applicable law, you agree to be responsible for all unauthorized or erroneous transactions initiated through The Farmers Bank Online Banking. You have the obligation to immediately notify the Bank if your password has been lost or stolen, or if someone has transferred funds from your account through The Farmers Bank online without your permission (or is contemplating to do so). The following provisions of this Section apply only to your liability for unauthorized electronic fund transfers. An "unauthorized electronic fund transfer" means an electronic fund transfer from a Deposit Account that is initiated by another person without your authority to initiate the electronic fund transfer(s) and from which you receive no benefit. The term does not include any The Farmers Bank online electronic fund transfer that is initiated by a person to whom you furnished your password, unless you have notified us that electronic fund transfers by that person are no longer authorized and we have had reasonable opportunity to act on that notification. We may require that the notice be in writing. You could lose all the money in your Deposit Account, or up to your maximum overdraft protection limit if you have a check overdraft protection line of credit, if you fail or refuse to immediately advise the Bank of the unauthorized use of your password. If your statement shows electronic fund transfers that you did not make, tell us at once. If you do not tell us within sixty (60) calendar days after the statement was mailed to you, you shall not be entitled to assert a claim against the Bank, nor be entitled to any damages from the Bank, as to said unauthorized transfers. This sixty (60) day limitation is without regard as to the standard of care exercised by the Bank. **If you believe your password has been lost or stolen or that someone has transferred or may transfer money from a Deposit Account without your permission contact us.** (see Customer Support Section for details).

4.Rejection of Payment Orders; Overdrafts. You acknowledge that the Bank or the Service Provider may from time to time, in its sole discretion, reject any bank transfer or bill payment request (any "payment order") or return any bank transfer or bill payment (a) if there are insufficient or unavailable funds in the Deposit Account or the Deposit Account has been closed or is frozen, (b) if the payment order does not conform to the terms of this Agreement or the Software, or (c) if the payment order appears to be a duplicate, but neither the Bank nor the Service Provider is under any obligation to recognize that a payment is a duplicate and you should not rely on the Bank or the Service Provider to do so. If a payment order is rejected or a bank transfer or bill payment is returned, either the Bank or the Service Provider will notify you and you will have the sole obligation to remake the payment order in accordance with the terms of this Agreement and the Software. The Bank or the Service Provider may from time to time, in its sole discretion and without any obligation to do so, execute any payment order or make any bank transfer or bill payment even though an overdraft to the account results. To the extent permitted by applicable law, you agree that neither the Bank nor the Service Provider will have any liability whatsoever for refusing to accept any payment order or rejecting or returning any bank transfer or bill payment. If an overdraft occurs in a Deposit Account, you agree to cause sufficient available funds to pay the amount of the overdraft to be deposited into or credited to the Deposit Account before the end of that business day. Any overdraft existing at the close of a business day is immediately due and payable without notice or demand.

5.Disclosure of Deposit Account Information to Third Parties. You agree that we may from time to time disclose to third parties information about your Deposit Account or the transactions that you make through The Farmers Bank Online Banking as stated in our Privacy Policy. We will disclose information to third parties about your Deposit Account or the transfers you make: **A.** Where it is necessary for completing bank transfers or bill payment or providing any other service in connection with The Farmers Bank online banking; or **B.** In order to verify the existence and condition of your Deposit Account for a third party, such as a credit bureau or merchant; or **C.** In order to comply with government agency or court orders; or **D.** If you give us your written permission.

6. Alerts Terms and Conditions. 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, password, 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 customer support. 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.

7. Other Agreements; Severability; Governing Law. The terms and conditions of this Agreement are cumulative with and in addition to any terms of the signature cards or account agreements for your Deposit Account(s), the applicable account disclosures, the Service Schedule, the Schedule of Funds Availability, the Bank’s Electronic Fund Transfer Agreement and Disclosure Statement, the agreements governing the Credit Accounts, and the Application, all as may be amended from time to time. In the event of any conflict between this Agreement and the content of the Software or any related materials regarding the Bank’s obligations to you, the terms of this Agreement will control. If any provision of this Agreement is unlawful or unenforceable, each such provision or writing will be without force and effect without thereby affecting any other provision hereof. No consumer protection provision of the federal Electronic Fund Transfer Act or Federal Reserve Board Regulation E is intended to be waived by you under this Agreement unless the waiver is permitted by law. The parties agree to be bound by the operating rules and guidelines of the National Automated Clearing House Association and the applicable local automated clearing house association as in effect from time to time with respect to all automated clearing house transfers made hereunder. This Agreement will be governed by the substantive laws of the United States, applicable federal regulations, and to the extent not inconsistent therewith, the laws of the state where our offices holding the account(s) is located, without regard to such state’s rules regarding conflict of laws.

Amendments. We may amend this Agreement from time to time. Each amendment will be affected by our mailing or otherwise delivering the amendment, revised agreement and/or notice thereof to you in accordance with applicable federal and state laws. Notwithstanding the foregoing and to the extent permitted by applicable law, we may change any term of this Agreement without prior notice or obligation to you: (a) if the Software or the Service Provider changes any term without providing us sufficient notice to enable us to properly notify you; (b) for security reasons; (c) to comply with applicable law; or (d) as otherwise expressly provided in this Agreement.

Termination. You agree that we may cancel or restrict your use of The Farmers Bank Online Banking or any The Farmers Bank online service at any time upon such notice (including e-mail) as is reasonable under the circumstances. If you cancel the bill payment service, all pending and/or recurring bill payments will be automatically canceled. Should your account remain inactive for a period of 180 days, Online Banking access will be terminated and will require re-enrollment. We request you do not send or ask for sensitive information via any general form of email system.

Assignment. You may not assign all or any part of your rights or obligations under this Agreement without our prior express consent, which may be withheld in our sole discretion. We may assign or delegate all or any part of our rights or obligations under this Agreement, including, without limitation, the performance of the services described herein. This Agreement will be binding on and inure to the benefit of the successors and assigns of either party.

No Third-Party Beneficiaries. This Agreement is for the benefit of you and the Bank and is not intended to grant, and shall not be construed as granting, any rights to or otherwise benefiting any other person, except as expressly otherwise provided in this Agreement.

CHOICE OF FORUM AND JURY TRIAL WAIVER. In the event any litigation is instituted to enforce or interpret the terms of this Agreement, you agree that the exclusive forum therefore shall be the Circuit Court of Sumner County, Tennessee. In the event that the Bank is the prevailing party, the Bank shall be entitled to reimbursement for all reasonable attorneys’ fees and costs incurred including, but not limited to, those incurred incident to any appeal. YOU AND THE BANK HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ALL DISPUTES, CONTROVERSIES AND CLAIMS BY, BETWEEN OR AGAINST EITHER YOU OR THE BANK WHETHER THE DISPUTE, CONTROVERSY OR CLAIM IS SUBMITTED TO ARBITRATION OR IS DECIDED BY A COURT.

OWNERSHIP of MATERIALS. The content and information on our site are the property of **The Farmers Bank**. It should not be duplicated or copied by any means.