

**FARMERS AND MERCHANTS BANK**  
**Internet Banking Agreement and Disclosure**

This Internet Banking Agreement and Disclosure ("the Agreement") explains the terms and conditions governing the basic internet banking services, mobile banking bill pay services offered by Farmers and Merchants Bank ("the Bank"). All internet banking services of any kind whatsoever offered or afforded by the Bank (including, but not limited to funds transfers, bill pay services, wire transfers, and ACH transactions) will be referred to collectively as "Internet Banking Services" in the Agreement. By using any of the Internet Banking Services, you agree to abide by the terms and conditions of this Agreement or is authorized to use any account at the Bank. The term "Business day" means all days except Saturday, Sunday and all banking holidays.

All Internet Banking Services are governed by this Agreement, all applicable federal regulatory disclosures and the Deposit Account Terms and Conditions. All applicable Service Charge fee schedules published by the Bank from time to time will apply to the Internet Banking Services. You are responsible for the payment of any fees incurred by you on any account, for any service, at any time. You agree to pay all such fees upon request of the Bank. You may review the latest version of the Service Charge Disclosure here. Further, you agree to pay all telephone charges or fees incurred by you in accessing Internet Banking Services.

Your initial use of any Internet Banking Services in connection with your account at the Bank constitutes your acceptance and agreement to be bound by all of the terms and conditions of this Agreement, the [Deposit Account Terms and Conditions](#), [Bill Payment Service Terms and Conditions](#), and [Mobile Banking Enrollment Terms and Conditions](#). Such initial use acknowledges your receipt and understanding of this Agreement, the Deposit Account Terms and Conditions, Bill Payment Service Terms and Conditions, and Mobile Banking Enrollment Terms and Conditions.

A detailed listing of the types of transfers you may perform in the Bank's Online Banking is listed and may be reviewed in the [Electronic Funds Transfer Your Rights and Responsibilities](#) section of the Deposit Account Terms and Conditions. You are responsible for all transfers you or your authorized representative make using the Internet Banking Services. You authorize us to debit your designated account(s) for any transactions accomplished through the use of the Service (including the transfer of funds from another deposit account or overdraft line of credit that provides overdraft protection, if you have one of those services in effect).

You agree that we may comply with transfer instructions entered by any one person using an authorized Login ID and PIN, password or secret code, notwithstanding any provision that may be contained in other account documentation purporting to require more than one signature to withdraw funds from the account. There is a maximum dollar limit on any transfer equal to the available balance in your account. Funds must be available in the account from which you wish to transfer funds on the date you enter the transaction. If your account does not have sufficient funds to complete a transfer as of the date the transfer is scheduled to be made, the transfer may not be completed, but if we do complete the transfer as an accommodation to you, you are responsible for any overdraft created.

You cannot cancel your transfer after it has been entered in Farmers and Merchants Bank Online Banking and the information is transmitted to us. You can correct the information about a transfer before you send us the information, and you can use Online Banking to reverse the transaction after it has been entered. The date and amount of transfers made through Farmers and Merchants Bank Online Banking, and will also be shown on you printed statements for the accounts from which and to which the transfer is made.

Transfers of funds using Online Banking are free except as follows: If you have a Money Market or Savings account the number of transactions that you are allowed during a monthly statement cycle is limited. Transfers through Online Banking are included in that limited number of authorized transactions. If you exceed the total number of authorized transactions for those accounts, your account will be charged as stated in [Schedule of Fees](#). Please refer to your [Deposit Account Terms and Conditions](#) for the transaction restrictions on Money Market and Savings accounts.

If you believe your Login ID, PIN password or secret code has become known by an unauthorized person, or that someone has transferred money without your permission, call Farmers & Merchants Bank immediately at: 912-489-2600, or write to: Farmers & Merchants Bank, 201 N. Main St, Statesboro, GA 30459. If you suggest that an unauthorized transfer may have occurred, we may require you to sign an affidavit. The Bank shall have no liability to you for any unauthorized payment or transfer made using your Login ID and Pin, password or secret code that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice.

You agree you are responsible for complying with all the terms of this Agreement and with the terms of the agreements governing the accounts to or from which transfers are made using the Internet Banking services. We can terminate your electronic banking privileges under this Agreement without notice to you if you do not pay any fee when due, or if you do not comply with any agreement governing your accounts, or if any such account is not maintained in good standing. We can also terminate Internet Banking Services if we believe that an actual or potential unauthorized use of your Login ID, Password or account may be occurring.

You agree that the Bank may, as permitted by law, provide all applicable disclosures, privacy notices, periodic account statements and change-in-term notices to you electronically. You are responsible for downloading or printing the disclosures or providing the Bank with a non-electronic address to which the disclosures may be mailed by calling 912-489-2600; or by notifying the Bank by using the Send a Message option in Online Banking at no charge. You further agree that you may withdraw this consent at any time by calling the Bank at 912-489-2600; or by notifying the Bank by using Send a Message option in Online Banking and that you will not be charged a fee.

You agree to provide a valid email address and to notify the Bank of changes to your electronic contact information, and understand that you can update your electronic contact information by calling the Bank at 912-489-2600; or by notifying the Bank by using Send a Message option in Online Banking and that you will not be charged a fee.

Business Accounts: Farmers & Merchants Bank business account customers must first contact the Bank to enroll in Farmers & Merchants Bank Online Banking Services. For more information, see the Login ID Agreement and Disclosure that you will obtain when you receive your Login Identifier Enrollment Form. You must execute and deliver to us a Login Identifier Enrollment Form, which includes a Certification of Authority. This enrollment form is incorporated by reference as part of this Agreement.

Farmers & Merchants Bank is strongly committed to protecting the security and confidentiality of our customer account information. The Bank uses state-of-the-art technology in the ongoing development of its Online Banking service to ensure this security. We use several different methods to protect your account information:

- \* You can only access the Bank's Bank Online Banking with certain browsers that have a high security standard.
- \* Your account numbers are not displayed in full - only the last 4 digits can be viewed.
- \* You must have a valid Login ID and Password to logon.
- \* If no action is taken for 10 minutes, you will be automatically logged off Farmers & Merchants Bank Online Banking.

You agree to never leave your account information displayed in an area accessible by others; to never leave your PC unattended while using Farmers & Merchants Bank Online Banking and to always exit the system by clicking on EXIT after using Farmers & Merchants Bank Online Banking.

The Bank is entitled to act upon instructions received through any Internet Banking Service under your PIN, password or secret code and without inquiring into the identity of the person using that PIN, password or secret code. However, you agree that you will not, under any circumstances, disclose your PIN, password or secret code by telephone or any other means to any person. You acknowledge that no person from the Bank will ever ask for your PIN, password or secret code that Bank employees do not need and should not ask for your PIN, password or secret code. The Bank has no responsibility for establishing the identity of any person or determining the validity of any transaction.

You agree that if you give your PIN, password or secret code to anyone or fail to safeguard its secrecy, you do so at your own risk since anyone with your PIN, password or secret code will have access to your accounts. You agree to notify the Bank immediately in the event your PIN, password or secret code is lost or stolen or is otherwise compromised. At any time, you may ask the Bank to disable your PIN, password or secret code.

For joint accounts, each person may have a separate PIN, password or secret code or each may use a joint PIN, password or secret code. Each person on a joint account will be liable for all transactions that are made on that account. Each person on a joint account authorizes all transactions made by any other person on the account. Each person on a joint account agrees to be liable for the actions of the other person(s) on the account.

You hereby indemnify and release the Bank from any and all liability and agree not to make any claim against the Bank or bring any action against the Bank honoring or allowing any actions or transactions where you have authorized the person performing the action or transaction to use your account or when you have provided your PIN, password or secret code to that person. You agree to reimburse the Bank for any losses it suffers or any damages, injuries, costs or expenses it incurs (including attorney's fees) as a result of the Bank's honoring or allowing transactions on the account where the PIN, password or secret code was used.

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that Farmers & Merchants Bank nor any of its subsidiaries or affiliates (collectively, "Farmers & Merchants Bank") nor any third party service providers engaged by Farmers & Merchants Bank to perform any of the Internet Banking Services shall be responsible for any damages, loss, property damage or bodily injury, incurred as a result of your using or attempting to use the Bank's Online Banking Service, whether caused by the equipment, software, Internet browser providers such as Google (Chrome), (Mozilla) (Firefox), Microsoft (Internet Explorer), and Apple (Safari), Internet access providers or on-line service providers or an agent or subcontractor of any of the foregoing. Nor shall Farmers & Merchants Bank or any third party service providers engaged by Farmers & Merchants Bank 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, Farmers & Merchants Bank Online Banking or Internet browser or access software, or from the unavailability of the Bank's Online Banking or for any errors in information provided through that service.

The limitations of liability set forth in this Agreement are subject to, and limited by any state or federal law to the contrary.

You agree that Farmers & Merchants Bank is not responsible for any electronic virus that you may encounter using Farmers & Merchants Bank Online Banking. We encourage you to routinely scan your PC or electronic device using any reliable virus protection product to detect and remove any viruses found. Undetected or unrepaired, a virus may corrupt and destroy your programs, files and even your hardware.

The Bank has the right to modify or terminate this Agreement, the Deposit Account Terms and Conditions, Bill Payment Service Terms and Conditions, Mobile Banking Enrollment Terms and Conditions at any time. When making changes, the Bank will comply with all legal notice requirements.

You agree if this Agreement, the Deposit Account Terms and Conditions, Bill Payment Service Terms and Conditions, Mobile Banking Enrollment Terms and Conditions are modified, your continued use of the Account will represent your acceptance of the changes. You may print a copy of this Agreement, the Deposit Account Terms and Conditions, Bill Payment Service Terms and Conditions, Mobile Banking Enrollment Terms and Conditions for your records now, or you can refer to this document in the Disclosures section of our website or under Customer Service in Online Banking later at your convenience.

Farmers & Merchants Bank reserves the right to terminate your access to the Farmers & Merchants Bank Online Banking Service or any portion of it in its sole discretion, without notice and without limitation, except as may be required by law. Once this Agreement is terminated, the Bank will not allow any additional transactions on the account, nor will additional Internet Banking Services be permitted.