



BILL PAYING AGREEMENT/TERMS & CONDITIONS

Farmers & Merchants Bank Bill Pay – Consumer

This is your bill paying agreement with Farmers and Merchants Bank. You may use Farmers and Merchants Bank's bill paying service, FMB Bill Pay, to direct Farmers and Merchants Bank to make payments from your designated checking account to the Payees you choose in accordance with this agreement. FMB Bill Pay may only be accessed through your Farmers and Merchants Bank Checking Account. The terms and conditions of this Agreement are in addition to the Account agreements, disclosures and other documents in effect from time to time governing your Account (the Account Rules).

"You" or "your" means each person who is authorized to use the service. "Payee" means anyone, including the Financial Institution, you designate and the Financial Institution accepts as a payee.

HOW TO SET UP PAYEES/PAYMENTS

Complete a bill paying enrollment form. **IF YOU WANT TO ADD A NEW PAYEE, USE "SET UP ACCOUNTS/PAYEE" ON THE INTERNET OR SPEAK TO A SERVICE REPRESENTATIVE.** You may add a new fixed payment to a Payee, only if the Payee is on your authorized list of payees, and by accessing the Service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the Service. The Financial Institution reserves the right to refuse the designation of a Payee for any reason. Each Payee accepted by the Financial Institution will be assigned a payee code.

You may pay any payee you wish in the US. The Financial Institution is not responsible if a Bill Payment can not be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not on your Authorized Payee list.

When you complete your bill paying enrollment form, you will select a USER I.D. and Personal Identification Number (PIN). The Financial Institution will make every effort to accommodate your request. Each time you access the Service, you will be asked to enter your USER ID AND PIN. Correct responses will give you access to the Service.

THE BILL PAYING PROCESS

Single Payments

A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily

cut-off time, which is controlled by the financial institution, is currently 2:00 PM CST. A single payment submitted after the cut-off time on the designated process date will be processed on the following business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date.

Recurring Payments

When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment's "Pay Backward" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date prior to the calculated process date.
- If the recurring payment's "Pay Backward" option is not selected (or if the "Pay Backward" option is not available), the process date for the new occurrence of the payment is adjusted to the first business date after the calculated process date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date.

For Single and Recurring Payments, YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE DUE DATE, for each bill payment to reach the Payee. Any bill payment can be changed or canceled, provided you access the Bill Pay Service prior to the cut-off time on the business day prior to the business day the bill payment is going to be initiated.

Rejection or Reversal of Payments

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to the Financial Institution. The Financial Institution reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the Account and the Financial Institution has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You further agree the Financial Institution, at its option, may charge any of your accounts with the Financial Institution to cover such payment obligations. The financial institution reserves the right to change the cut-off time. You will receive notice if it changes.

LIABILITY

You are solely responsible for controlling the safekeeping of, and access to, your Personal Identification Number (PIN).

- You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify the Financial Institution and arrange to change your PIN.
- You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment.
- The Financial Institution is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment.
- The Financial Institution is not liable for any failure to make a Bill Payment if you fail to promptly notify the Financial Institution after you learn that you have not received credit from a Payee for a Bill Payment.
- The Financial Institution is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Financial Institution's agent.
- In any event, the Financial Institution will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if the Financial Institution has knowledge of the possibility of them.
- The Financial Institution is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Financial Institution's reasonable control.

Amendment and Termination

The Financial Institution has the right to change this Agreement at any time by notice mailed to you at the last address shown for the Account on the Financial Institution's records, by posting notice in branches of the Financial Institution, or as otherwise permitted by law.

The Financial Institution has the right to terminate this Agreement at any time.

You may terminate this Agreement by written notice to the Financial Institution. The Financial Institution is not responsible for any fixed payment made before the Financial Institution has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the Financial Institution on your behalf.

Fee Schedule

Charges for Customer requested Services and Other Items are listed below. These charges will only be assessed if you request one or more of the services listed here. There will be NO Charge for any item if needed to correct a Financial Institution error.

- Written Correspondence to Payee: \$10.00
- Per proof of Payment not necessitated by a dispute: \$10.00
- Payments returned due to customer error: \$5.00
- Paid NSF/Returned Item Fee: \$25.00 per Item (A \$3.00 per day continuous overdraft fee.)

Expedited Payment Fees will include:

- Overnight Fee: \$14.95
- 2nd Day Fee: \$9.95
- Reinstatement Fee: \$50.00
- Gift Pay Fees will include:
- Gift Check: \$2.99
- Charitable Donations Fee: \$1.99

The Financial Institution reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement included, or, received when you opened your account, which discloses important information concerning your rights and obligations.