

# FMB Bank Online Banking Access Agreement & Electronic Funds Transfer Act Disclosures Terms & Conditions

## **Agreement**

This agreement is a contract that establishes the rules that cover your electronic access to your accounts at FMB Bank through Online Banking. By using Online Banking, you accept all the terms and conditions of this agreement. Please read it carefully. You should retain a copy of this agreement for your records.

## **You can reach FMB Bank at:**

100 Veterans Memorial Parkway

Wright City, MO, 63390

636-745-3339

E-mail: [info@fmb-bank.com](mailto:info@fmb-bank.com)

## **Our Business Days are:**

Monday through Friday (excluding Federal Holidays)

All Online transactions processed after 3:00 p.m. will be posted on the next business day.

The terms and conditions of the deposit agreements and disclosures for each of your accounts with FMB Bank as well as your other agreements with FMB Bank, such as loans, continue to apply notwithstanding to the contrary in this Agreement. If there is a conflict between the terms of your other agreements with the Bank and this Agreement, then the one of your pre-existing agreements and disclosures will apply. When you use any of the Online Banking Services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the entire Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of Missouri. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. Any waiver (expressed or implied) by either party of any provision of this Agreement will not

constitute a waiver of any or all of the other provisions of the agreement. You may not assign the Agreement. This Agreement is binding upon your heirs and FMB Bank's successors and assigns. Certain obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Application, constitutes the entire agreement between you and FMB Bank with respect to the subject matter of the agreement and there are no understandings or agreements relative to which are not fully expressed herein.

## Definitions

As used in this Agreement, the words "we," "our," "us," and "Bank" mean FMB Bank. "Online Banking" means FMB Bank Online Banking. "You," "Your," "Customer" and "Company" refer to the accountholder authorized by FMB Bank to use Online Banking under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through Online Banking. "Account" or "Accounts" means your accounts at FMB Bank. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions and transfers to and from your FMB Bank accounts using Online Banking including bill payments. "Online Banking Services" means the services provided pursuant to this Agreement, including the Bill Payment Service. "Business Day" means Monday through Friday, excluding Federal Holidays.

## Access

To use Online Banking, you must have at least one account at FMB Bank, access to Internet service, a web browser with at least 128-bit encryption, and an e-mail address. Online Banking can be used to access the Bank accounts for which you are a Direct Owner or have been given authorization by your Company Administrator. Access to your accounts through Online Banking will be based upon the User ID and Personal Identification Number (PASSWORD) assigned by FMB Bank. The initial User ID and PASSWORD will be issued once FMB Bank has received a signed Online Banking application form and verified your account information. FMB Bank will not monitor

transactions through Online Banking to determine that they are made on behalf of the accountholder or that the User has the authority to initiate the transaction. You agree to keep the password safe and to not record, disclose or make the password available to anyone. Anyone who has access to your password will have full access to your accounts and the services you can perform on the System. You have no ability to limit any such person's authority. If anyone uses your password with your permission (an "Authorized User"), you will be responsible for any transactions performed by that person

## Online Banking Services and Hours of Access

You can use Online Banking to check the balance of your FMB Bank accounts, view account histories, transfer between your FMB Bank accounts, download account activity, and pay bills from your FMB Bank account in the amounts and on the dates you request if you have signed up for Online Bill Payment Service.

Balance and activity information are available as of the close of business of the previous business day; transactions that have been processed for the current day may be listed on the site for informational purposes only. You can use Online Banking seven days a week, twenty-four hours a day, although some or all Online Banking Services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the Online Banking Web Site.

## User IDs and Passwords

Each customer requesting access to Online Banking will be assigned a separate user ID and Password. For security purposes, each User is required to change their User Identification and password upon their initial login to Online Banking. You acknowledge and agree that the Bank, in granting your request, shall issue to you an initial User Identification and password to facilitate your exclusive access to the Online Banking as requested herein, and said initial User Identification and password shall be kept absolutely confidential by you to ensure secured access to your accounts. Further, you

agree to change the initial User Identification and password to a User Identification and password of your sole selection and choosing upon your initial access to the Online Banking System. You determine what User Identification and password you will use and the identity of your User Identification and password is not communicated to us. Neither FMB Bank nor any of its representatives shall ever ask for your User Identification or password. You agree that we are authorized to act on instruction received under your User Identification and password. You accept responsibility for the confidentiality and security of your User Identification and password and agree to change it in accordance with the Online Banking System requirements. Upon three unsuccessful attempts to use your User Identification or password, your access to Online Banking will be revoked. To re-establish your authorization to use Online Banking you must contact us to have your User Identification and password reset. We recommend that you create a User Identification and password that is used expressly for Online Banking and not associated with any commonly known personal identification. The User Identification and password should be memorized rather than written down. FMB will never call and ask for your User Name and password.

If you believe your password has been lost or stolen, or someone has transferred money or may transfer money from your account without your permission, you should notify us immediately. Calling us at 1.636.745.3339 is the best way of minimizing your potential losses; however, you may write to us at the address on the first page of this Agreement. You could lose all the money in your account (plus your maximum overdraft line of credit, if any).

## Security

In addition to our login security which incorporates multi-factor authentication (i.e. access IDs, passwords, plus pictures, questions, digital security keys or a personal identification number ("PIN")), we use secure socket layer ("SSL") encryption technology for everything done in the System.

Your browser automatically activates this technology when it attempts to connect to our System, and it will support the 128-bit key lengths. Whenever SSL is securing your communications, the browser will typically indicate the "secure session" by changing

the appearance of a small padlock icon at the bottom of the screen from open to locked. Your communications are encrypted from your browser to our servers at all times, so no unauthorized party can read the information as it is carried over the Internet. Additionally, our servers have been certified by a "Certificate Authority" to assure you that you are talking to our servers instead of someone pretending to be us. You understand the importance of your role in preventing misuse of your accounts through Online Banking and you agree to promptly examine your statements for each of your FMB Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, your personal identification information, User ID and PASSWORD. Your User ID and PASSWORD are intended to provide security against unauthorized entry and access to your accounts. Data transferred via Online Banking is encrypted in an effort to provide transmission security and the Online Banking System utilizes identification technology to verify that the sender and receiver of Online Banking transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the Online Banking System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Online Banking, or e-mail transmitted to and from us, will not be monitored or read by others.

You agree that these procedures are a commercially reasonable method of providing security against unauthorized payment orders or other transactions and that these procedures are not for detection of errors. We reserve the right to change any process from time to time to implement new measures that are recommended in the industry to respond to new or increased threats.

### Security Information (Your Obligations)

You understand the importance of your role in preventing misuse of your accounts through the System, and you:

- Agree to promptly examine any statement you receive or that we make available to you for each of your accounts in a timely manner;

- Agree to protect the confidentiality of your account, and expressly assume responsibility for any transaction conducted by an Authorized User or any Losses that result from the actions (or inactions) of you or an Authorized User;
- Understand that certain identification information by itself or together with information related to your account may allow unauthorized access to your accounts;
- Acknowledge that, notwithstanding our efforts to ensure that the System is secure, the Internet is inherently insecure and that transmission of electronic mail occurs openly on the Internet and can potentially be monitored and read by others;
- Understand and acknowledge that we cannot and do not warrant that email transmitted to and from us, will not be monitored or read by others;
- Understand and agree that we are not responsible for any electronic virus or viruses that you may encounter;
- Agree to routinely scan your computers and diskettes using a reliable virus detection product to detect and remove any viruses, but understand and acknowledge that there are certain viruses, malware, etc., which may not be detectable by commercially available software and agree that the Bank shall have no liability for any such intrusions, except as otherwise set forth herein;
- Agree to install, maintain, update and utilize industry standard security products that are appropriate for you, including, without limitation, firewalls, anti-virus protection software, anti-spyware protection, operating systems and applications with the latest patches, and a browser product that indicates the web site you are on; and

Agree to comply with the password requirements set forth herein, as such password requirements may be changed from time to time, and to employ reasonable steps in selecting, maintaining, and protecting passwords and other codes and access devices related to the System, the services and your accounts.

## Fees and Charges

FMB Bank makes no direct charges for consumer or commercial customers' use of Online Banking. The Online Bill Payment service is an optional feature, which includes service fees that we MAY charge. For consumer accounts the first six (6) bill payments are free and each additional payment is \$.50 each per month. You agree that all such fees and charges will be deducted from FMB Bank checking account designated as the Online Bill Payment account or the "Primary Checking Account" on your Application Form. If you close your Primary Checking Account, you must contact us immediately to designate another checking account as your Primary Checking Account. You agree to pay additional reasonable charges for services you request that are not covered by this Agreement. You are responsible for telephone and Internet service fees you incur in connection with your use of Online Banking.

## Account Balances and Posting Transfers

Account balances as of the close of the business day and account transactions posted on the most recent business day are normally available on Online Banking by 7:00 p.m. Monday –Friday. The cutoff for each business day is 3:00 p.m., Monday through Friday. Additionally, presentment and memo posted account transactions are normally available on the Online Banking System throughout each business day as they occur. Although Bank agrees to use its best efforts to provide account information at these times each business day, Bank does not guarantee that account information will be available according to schedule. Transfers initiated through the Online Banking System before 3:00 p.m. on a business day are posted to your account the same day. Transfers completed after 3:00 p.m. on a business day, or anytime on a Saturday, Sunday or non-banking day will be posted on the next business day. The Online Banking System identifies transfers based upon the User ID and the user who made the electronic transfer. You agree to communicate with any other people who have authorized access to your accounts about any transfers or bill payments from your account in order to avoid overdrafts.

## Overdrafts (order of Payments, Transfers, and other Withdrawals)

If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

- Electronic fund transfers involving currency disbursements, like ATM withdrawals, will have priority.
- Electronic fund transfers initiated through FMB Bank Online Banking that would result in an overdraft of your account may, at our discretion, be cancelled, including bill payments.
- Overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account in the event the electronic fund transfer initiated through Online Banking result in an overdraft of your account, including bill payments. Customer shall pay overdrafts that occur from herein contemplated events, if any, upon demand.
- Electronic funds transfer will have priority over checks or other debits to your accounts that are received by FMB Bank on the same business day. If there are insufficient funds in the account to pay these checks, insufficient fund charges will be assessed in accordance with the terms of your account agreement.

## Limits on Amounts and Frequency of Online Banking Transactions

The number of transfers from FMB Bank accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If any uncollected funds 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.

## FMB Bank Online Bill Payments

The Online Bill Payment service is an optional feature. You must select the Bill Payment option once you are logged into Online Banking in order to use this service. To pay bills online, simply set up your Payees by entering the necessary information to schedule a payment. The payment will normally be charged to your account on the business date

that the bill is scheduled to be paid. When setting up your bill payment you will be asked how you would like the bill to be paid if it should fall on a weekend or holiday. Payments will only be processed once a day at our Bill Pay cut-off time of 2:00pm CST on any business day. By using your password, we can charge your designated account by electronic transfer, "no signature required draft" or by debiting and remitting funds on your behalf. You agree that your bill payments will be charged to the accounts requested by you. We reserve the right to refuse to pay any payee designated to you. If we do so, we will notify you promptly.

## Schedule Online Banking Bill Payments

If the payee is to be paid by paper check (as indicated on the Bill Payee list), you understand and agree that paper checks are mailed to the payee and the payee may not receive the payment until 5 to 8 business days after the date the payment is submitted. If the payee is to be paid electronically (as indicated on the Bill Payee list), you understand and agree that the payee may not receive the payment until 72 hours after the payment is debited from your account. You understand and agree that we are not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party such as the failure of the bill payment payee to properly post a payment to your account.

## Rejected Electronic Online Bill Payment

If a bill payment request "rejects" due to incorrect information (i.e. wrong account number), FMB Bank will receive notification of the rejected item on the business day following the day your account was debited. However, your account will not be re-credited for the rejected item until the business day following notification to us. You may resubmit the payment at that time. You accept responsibility to correct the vendor information before resubmitting the rejected bill payment.

### Stop-Payment Requests

Stopping the payment of a check is different from the cancellation of a bill payment. You may initiate stop-payment requests by calling FMB for paper checks you have written on your FMB Bank accounts and for any ACH items debited from your account.

For an online bill payment, you will initiate the stop payment through our online Bill Pay system.

If you require immediate action regarding a stop-payment request, you must call us at (636)745-3339. To be effective, the stop-payment request for a paper check must precisely identify the name of the payee, the check number, the amount, and date of the check. The stop-payment request for an ACH item must precisely identify the name of the payee and the exact amount of the electronic debit.

If you make your stop-payment request by telephone, we also require you to put your request in writing and get it to us within 14 days after you initiate the request, or the stop payment will be cancelled. You will incur stop-payment charges to the applicable account as disclosed in the current fee schedule.

If you have made arrangements with any person or company to regularly withdraw payments from your account electronically, you can stop any of the payments by contacting FMB Bank at the address or phone number listed above. We must receive your request at least three (3) business days before the payment is scheduled to be made. If these regular payments may vary in amount the person or company you are paying must tell you ten (10) days before each payment when it will be made and how much it will be, unless you have agreed with the payee that you will receive notice only if the amount varies within a specific range. If you order us to stop one of these preauthorized electronic payments three (3) business days or more before it is scheduled, and we fail to do so, we will be liable for your losses or damages. If you call, we will require you to put your request in writing and provide it to us within fourteen (14) days after your call. If we do not receive your request in writing within fourteen (14) days, the request will be cancelled. In some cases an affidavit of cancellation will be required.

## Disclosure of Account Information and Transfers

Information about your accounts or the transfers you make may also be automatically disclosed to other parties. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions such as large currency and

foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account in connection with approving your access to Online Banking. You agree and hereby authorize all these transfers of information.

## Right to Documentation

You will not receive a separate Online Banking statement unless otherwise requested through the Online Banking product.

Transfers to and from your accounts using Online Banking will appear in the respective periodic paper statements for your FMB Bank accounts. You will receive a monthly account statement from FMB Bank for your checking and money market deposit accounts. You will get a monthly account statement for your FMB Bank savings account if there are electronic transfers, otherwise statements are provided at least quarterly. You can obtain a printout of transactions by contacting us at the phone number and address listed above. A fee may apply.

## Change in Terms

We may change any term of this Agreement at any time. If the change would result in increased fees for any Online Banking service, increased liability for you, fewer types of electronic fund transfers, or stricter limitation of the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of such change, unless immediate change is necessary to maintain the security of an account or our electronic transfer system. We will post any required notice of the change in terms on FMB Bank Online Banking Web Sites or forward it to you by e-mail or by postal mail. Your continued use of any or all of the Online Banking services indicates your acceptance of change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to

fees applicable to specific accounts are governed by the individual deposit agreements and disclosures.

## In Case of Errors or Questions About Your Electronic Transfer

Contact us as soon as you think your paper statement is wrong, or if you need more information about a transfer listed on your paper statement. We must hear from you no later than 60 days after we sent the FIRST paper statement upon which the problem or error appeared. When you contact us:

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information.
- Tell us the dollar amount of the suspected error.

If you contact us we may require that you send us your complaint or question in writing by postal mail or fax within 10 business days. We will communicate to you the result of our investigation within 10 business days for an existing account, and 20 business days for a new account after you contact us and will correct any error promptly. If we need more time, however, we may take up to 45 days on existing accounts, and 90 days on new accounts to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days on existing accounts, and 20 business days for new accounts for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do NOT receive it in the form of paper writing within 10 business days, we may not provisionally credit your account.

If we decide there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If we have made a provisional credit, a corresponding debit will be made from your account.

## Our Liability for Failure to Make a Transfer

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable for instance:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed, or it has been frozen.
- If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone authorized by you commits any fraud or violates any law or regulation.
- If any terminal, telecommunication device, or any part of Online Banking System was not working properly and you knew about the breakdown when you started the transfer.
- If you have not properly followed the on-screen instructions for using Online Banking.
- If circumstances beyond our control (such as fire, flood, hardware failure, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

Under no circumstances are we liable for any direct, indirect, special, incidental, consequential or exemplary damages, including lost profits and attorney's fees, even if informed of their possibility, arising in any way out of the use of Online Banking Service. The limitations of liability shall not be construed as an attempt to waive or limit any remedy that is identified as not being subject to waiver by agreement in any Missouri or Federal consumer protection law or regulation.

## Your Liability for Unauthorized Transfers

### **Unauthorized Use of Online Banking Service (Consumer)**

If you are an individual and your account was established for personal, family or household purposes you can lose no more than \$50.00 if someone used Online Banking and your user ID or PASSWORD without your permission, provided you tell us within two (2) business days. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your User ID or PASSWORD, and we can prove we could have stopped someone from Using Your User ID or PASSWORD without your permission if you had told us, you could lose as much as \$500.00.

If your statement shows a transfer that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason, such as a long trip or hospital stay, kept you from telling us, we will extend the time period.

If you believe that your User ID or Password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, contact us IMMEDIATELY at the contact information listed above.

## **Unauthorized Use of Online Banking Service (Commercial)**

If you are not an individual or if your account is for other than personal, family or household purposes, you are liable for any and all unauthorized Use of Online Banking in connection with your accounts.

## Third Parties

You acknowledge that we may subcontract a portion of the Online Banking Services to be provided under this Agreement. Subject to any applicable consumer protection law, you agree that we do not control any third party supplying services in connection with Online Banking, and you will hold us harmless for any failures, acts or omissions of any third party.

The PCS Internet Banking System is a trademark of Precision Computer Systems, Inc. (All other Brand and product names are trademarks or registered trademarks of their respective owners). Features and services are subject to change without notice.

## Internet Connection

You understand and agree that the use of or connection to the Internet is inherently insecure and that connection to the Internet provides opportunity for unauthorized access by a third party to your computer systems, networks, and any and all information stored therein. We shall not be responsible for any adverse consequences whatsoever of your connection to or use of the Internet, and shall not be responsible for any use by you of an Internet connection in violation of any law, rule, or regulation or any violation of the intellectual property rights of another.

## Virus Protection

We are not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC and diskettes using a reliable anti-virus product to detect and remove viruses found. An undetected or un-repaired virus may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

## Disclaimer of Warranty and Limitation of Liability

We make no warranty of any kind, expressed or implied, including any implied warranty or merchantability or fitness for a particular purpose, in connection with the Online Banking Service provided to you under this Agreement. We do not and cannot warrant that the Online Banking System will operate without errors, or that any Online Banking Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to the Online Banking System, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of

FMB Bank and its affiliates exceed the amounts paid by you for the services provided to you through Online Banking.

## Your Right to Terminate

You may cancel your Online Banking service at any time by providing us with a signed written notice by postal mail or fax.

Your access to Online Banking will be suspended within 5 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

## Our Right to Terminate

You agree that we can terminate or limit your access to Online Banking services for any of the following reasons:

- Without prior notice, if you have insufficient funds in any one of your FMB Bank accounts. Online Banking service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers and debits.
- Upon 5 business days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
- Upon reasonable notice, for any other reason at our sole discretion.

## Communication between FMB Bank and You

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

E-mail: You can contact us by e-mail at [info@fmb-bank.com](mailto:info@fmb-bank.com) (Please note that banking transactions through Online Banking are not made via email).

Telephone: You can contact us by telephone at 636-745-3339

Postal Mail: You can write to us at:

FMB Bank

PO Box 428, Wright City, MO 63390

In Person: You may visit in person at 100 Veterans Memorial Parkway, Wright City, MO 63390.

## Consent to Electronic Delivery of Notices

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on FMB Bank and/or Online Banking Web-site or e-mail. You agree to notify us immediately of any change in your e-mail address.