

FARMERS AND MERCHANTS BANK OF ST. CLAIR
MASTER SERVICES AGREEMENT
(Consumer)

This AGREEMENT sets out the terms on which the customer (“you”) may obtain services from FARMERS AND MERCHANTS BANK OF ST. CLAIR (“Bank”) using the internet. For purposes of this Agreement the term “Service” means any function or action that may be taken by the Customer, or by the Bank at the instruction or authorization of the Customer, relating to the transfer of funds into or out of an Account, or disclosure of information with respect to an Account, or otherwise involving management or maintenance of an Account or transactions relating to an Account. The term “Account” means any deposit account in which funds of the Customer are deposited at the Bank. The term “Supplemental Agreement” means any agreement between the Bank and the Customer relating to a particular Service. The term “Banking Day” means each day that the lobbies of the Bank are open for business except Saturdays. The term “available funds” means “funds available for withdrawal”, as defined in Federal Reserve Regulation CC, on deposit with the Bank as of the time applicable in this Agreement. The term “Communication Services” means the Internet and any mobile or wireless or other communications device. Any terms defined herein shall have the same meaning in any Supplemental Agreement unless a different definition is provided in the Supplemental Agreement. If there is more than one Customer, then any single Customer may act alone and bind the other Customer.

Online Banking Services

1. **Services:** Various Services may be available to Customer through the Communication Services if selected by the Customer. Services may include checking Customer’s current Account information, stop payment on checks, transfer funds among Customer’s Accounts, pay bills and other Services that the Bank may make available from time to time. Customer may be required to enter into other agreements in order to use any Services. Customer must provide Customer’s own access to the Communication Services through a provider of Customer’s choice.

2. **Transfer of Funds:** Customer may transfer funds from one Account to another Account, or from an Account to an account at another financial institution, or from an Account to make a payment on a loan from the Bank to the Customer, but only to the extent that there are unencumbered available funds in any Account from which the transfer is made. Customer may make draws on lines of credit and home equity loans, and transfer the draw to an Account, but only to the extent that a draw is permitted under the terms of the line of credit or home equity loan documents. The number of transfers that Customer may make may be limited by law or regulation and the Bank may establish restrictions on transfers that may exceed those limits. Transfer instructions must be received by 6:00 p.m. on a Banking Day for transfers to be made on that day. Only funds that have been deposited to an Account before 6:00 p.m. local time of the Bank will be available for transfer.

3. **Bill Payment:** (a) Customer may pay bills from available funds in Customer’s checking Accounts to a creditor of the Customer by giving payment instructions on the Bank’s online banking system. Payments will be made by checks mailed to the creditor or by automated clearing house electronic transfers depending on the requirement of the creditor. Customer will be required to designate the amount of the payment to be made, the date that the payment is to be delivered to the creditor, and such other information as the Bank may require. Customer may authorize individual payments or may authorize automatic payment of recurring bills. Payments will be administered by an independent third party and the Bank has no control over the processing or delivery processes. The Bank has no liability to the Customer for acts or omissions of the third party service provider. The Bank cannot guaranty that a payment will actually be received by the creditor by the delivery date specified by the Customer. If any payment is delivered after the designated delivery date, and if such delay is caused by some act or omission of the Bank, the liability of the Bank for each such occurrence shall be limited to the lesser of \$50.00 or the late penalty or fee assessed by the creditor under an existing agreement between Customer and the creditor.

It is the sole responsibility of the Customer to give an instruction to pay a bill in sufficient time for the payment to be delivered by the date that payment is due. If payment cannot be processed through the bill payment service in time for delivery by the required payment date, then the Customer must arrange for

alternative methods of delivery of the payment, including alternative delivery processes that may be available through the online bill paying service.

The amount of the payments, and any applicable fees, will be deducted from the Account that Customer designated to be used to pay bills. For bills paid by ACH transfer, the Account will be charged on the date the payment is processed. For bills paid by check, the Account will be charged on the date the check is presented for payment. The method of payment is determined by the recipient of the payment and the Bank has no obligation to notify the Customer of the method of payment to be used. If sufficient available funds are not in designated Account on applicable date that the charge is to be made, the Bank may either pay the bill as an overdraft on the designated Account or refuse to pay the bill, in the Bank's sole discretion. The Bank has no obligation to notify the Customer in advance whether the Bank will pay or will not pay the bill if there are insufficient funds in the designated Account. If the Bank pays the bill and there are insufficient funds in the Account, the Customer will be required to immediately reimburse the Bank for the amount of the payment plus pay the Bank's standard checking account overdraft fee. If the Bank does not pay the bill, the Customer may be charged the Bank's standard checking insufficient funds fee. If multiple payment authorizations are scheduled for processing at the same time and there are not sufficient available funds to cover all of the transactions, the Bank may complete one or some of the transactions in accordance with the Bank's standard procedures and refuse to complete all other transactions for which there are not sufficient available funds. The Bank will not reprocess any payment at a later date if there are not sufficient available funds on deposit on the processing date. The Bank will not reprocess any payment at a later date if there are not sufficient available funds on deposit in the Account on the processing date. Customer may contact the Bank for information about the Bank's standard procedures for determining which transactions may be completed if there are insufficient funds. It is the sole responsibility of the Customer to have sufficient funds in the designated Account by 6:00 p.m. on the payment processing date to pay all applicable bills and the Bank will have no obligation to notify the Customer if a bill will not be paid due to lack of sufficient funds. Customer may cancel or change any scheduled payment (including recurring payments) as long as the notice of cancellation or editing is entered into the Bank's on-line banking system before processing of the payment has been commenced. If a notice to cancel or edit a payment is not received on time, and if the payment is in the form of a check, the Customer may submit a stop payment order to the Bank with respect to the check and all rules applicable to stop payment orders on checks shall apply.

The Bank may, but will not be required to, pay bills if the payee located outside of the United States. Payments sent by mail may not be postmarked and may not provide proof of date of mailing the payment.

4. **Stop Payment Orders:** The Customer may instruct the Bank not to pay a check. The Bank will not be required to act on such instructions until four hours after the notice is received by the Bank, or until 11:00 a.m. on the next Banking Day if the four hours would end after the normal business hours of the Bank. Customer should call the Bank if Customer wishes Customer's instructions to be acted on more quickly. All applicable fees will apply.

Terms Applicable to All Services

The following terms apply to all Services.

5. **Interruption in Service; Limit of the Bank's Liability:** Any information Customer receives from the Bank can only be provided on a best-efforts basis for Customer's convenience and is not guaranteed. The Bank is not liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any investment or other decision made by Customer using this information. The Bank will have no liability to Customer if Customer is not able to complete any transaction if: (1) Customer does not have enough money in Customer's Accounts to complete the transaction; (2) the Bank's communications systems or computer system are not working properly or are undergoing repair or maintenance; (3) the failure is the result of any act or omission of any Communications Services provider or any software or service provided by any third party or any other party to the transaction; (4) service is interrupted or blocked as a result of interruption of Communications Services or pursuant to security procedures; or (5) circumstances beyond the Bank's control (for example, fire, flood, loss of power, or interruption of Communications Services) prevent the completion of the transaction. The Bank may on a regular basis perform maintenance on the Bank's equipment or systems

which may result in interruption of the Services and the Bank will not have any liability to Customer as a result of any such interruptions. The Bank may contract with third parties to provide certain Services to Customer. The Bank will have no liability of any kind to Customer with respect to any acts or omissions of such parties, and Customer's sole remedy shall be against such third party. If Customer experiences any inability to access the Communication Services, Customer should call the Bank during normal business hours.

6. Communications: Unless otherwise specified in any Supplemental Agreement, all notices that the Customer is required or permitted to give to the Bank regarding the Services shall be sent to: Farmers and Merchants Bank of St. Clair, 530 S. Main Street, St. Clair, MO 63077-1515, ATTN: Customer Service or by e-mail to support@fmb4banking.com. When notices or inquiries are permitted to be made by telephone, the Customer may call (636) 629-2225 or (800)382-0049. All notices and disclosures to the Customer may be sent to the last known mail or e-mail address of the Customer on the records of the Bank or by electronic notice to the extent permitted by applicable laws or regulations. Notices of changes to this Agreement or any Supplemental Agreement may be given as provided in Paragraph 7 hereof. If there is more than one Customer, then the Bank will be required to give notice to only one Customer. It is the responsibility of the Customer to give the Bank written notice of the change of any of Customer's addresses.

7. Applicable Laws and Regulations; Amendments of Agreement: This Agreement shall be subject to any existing or future laws and government regulation, and the rules and fee schedules of the Bank. If there is any conflict between this Agreement and applicable law or regulation, this Agreement will be considered changed to the extent necessary to comply with the law unless the law or regulation permits waiver or modification of the terms of the law or regulation by an agreement of the Customer in which event the Customer is deemed to have consented to such waiver or modification. If there is any inconsistency between the rules of the Bank, this Agreement or a Supplemental Agreement, the terms of this Agreement will prevail over any Supplemental Agreement or the Bank Rules, and any Supplemental Agreement shall prevail over any Bank rule. Unless otherwise required by law, the Bank may adopt and amend regulations, rules and fees for Services by posting such regulations, rules, amendments or fees in the lobby of the Bank or on the Bank's on-line banking website for a period of 30 days or by sending notice of such regulations, rules, amendments or fees to the Customer no less than 30 days before the effective date of such change. The Bank may amend this Agreement and any Supplemental Agreement or terms of any Service by giving at least 30 days prior written notice to Customer, and the use of the applicable Service by the Customer after such 30 day period will be deemed to be acceptance of such amendment by the Customer.

8. Fees: Customer will pay all fees for any Service as disclosed in any fee schedule or Supplemental Agreement. The Bank may deduct fees for any Services from any Account of the Customer at the Bank. Customer is responsible for all access and other charges incurred in using any Communications Services.

9. Laws, Disputes: This Agreement and any Supplemental Agreements are governed by the internal laws of the State of Missouri without reference to conflicts of law rules. Any litigation arising hereunder shall be prosecuted only in the state or federal courts having geographic jurisdiction over Franklin County, Missouri and the Customer accepts sole jurisdiction and venue of such courts.

10. Termination of Services or Agreement: Unless any other time period is specified herein or in any Supplemental Agreement, either the Bank or the Customer may terminate this Agreement, any Supplemental Agreement or any Service by giving at least 15 days prior written notice to the other. Notwithstanding the foregoing, the Bank may terminate a Service without prior notice if the Customer is in default under this Agreement or any Supplemental Agreement, or if the Bank has reason to believe that any Account of the Customer is being misused or the security of any Account has been compromised, or if the Service is being used for illegal purposes, or the use of the Service threatens damage or financial loss to the Bank, or in the event of the Customer's insolvency, receivership, or voluntary or involuntary bankruptcy, or the institution of proceedings therefore or any assignment for the benefit of the Customer's creditors.

11. Limits on Bank Liability: Except as may otherwise be specifically provided in this Agreement or any Supplemental Agreement: (a) neither the Bank, nor any of the Bank's affiliates, officers, directors, employees or agents ("Bank Representatives"), will be responsible for any loss of Customer's funds or property except as a result of an intentional act or gross negligence of the Bank or a Bank Representative; (b) Customer agrees that the amount of actual damages relating to a breach of the Bank's obligations with respect to a Service is difficult to ascertain and that unless otherwise specifically provided herein or in a Supplemental Agreement,

any liability of the Bank shall be limited to liquidated damages equal to the lesser of \$500 or the amount of fees for the applicable Service that were paid by the Customer for the six month period immediately preceding the act or omission for which the Bank or Bank Representative is liable, provided that if the Bank wrongfully pays any money from an Account without the apparent authorization of the Customer the liability of the Bank will be limited to the amount of the wrongful payment unless any act or omission of customer contributes to such payment; (c) neither the Bank nor any Bank Representative shall be liable for any indirect, special, incidental, punitive or consequential damages, and (d) Customer will be solely responsible for any losses or damages caused by any inaccurate or incomplete information provided by the Customer.

12. Third Party Products and Services: Customer is solely responsible for obtaining and maintaining all equipment, devices, applications or services necessary to use the Communications Services. The Bank has no liability of any kind or nature arising from any defect in any such item. Bank is not responsible for any computer virus, cookies, spyware or similar problems which may affect or result from Customer's use of the Services. Customer agrees to all terms of use and license agreements applicable to any equipment, devices, applications or services used by Customer in using Communications Services.

13. Survival of Terms; Successors; Miscellaneous: If any part of this Agreement or any Supplemental Agreement, is found to be illegal or unenforceable, then the remainder of such agreement shall be interpreted to give effect to the general intention of such agreement. All rights and remedies of the Bank, choice of law and venue provisions, and any limitations on the liability of the Bank, contained in this Agreement or any Supplemental Agreement shall survive the termination of such agreement. Customer cannot assign any of its rights under this Agreement or any Supplemental Agreement. This Agreement and any Supplemental Agreement will be for the benefit of and shall be binding on the permitted successors and assigns of the Customer and the Bank. The Bank reserves the right to waive the enforcement of any of the terms of this Agreement with respect to any transaction or series of transactions. Any such waiver will not affect the Bank's right to enforce any of its rights with respect to other customers or to enforce any of its rights with respect to later transactions with Customer and is not sufficient to modify the terms and conditions of this Agreement. Paragraph headers in this Agreement are not part of the Agreement.

14. Indemnification: The Customer will indemnify the Bank against all costs and expenses incurred by the Bank (including attorney fees) arising out of any acts or omissions caused by Customer or any representative of Customer.

15. Security: Customer may be assigned security codes, procedures, devices or passwords to be used when Customer uses Services. The Bank may also make available to the Customer security devices that are provided by third parties. Any such codes, procedures, passwords or other devices are called "Security Devices". THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES AS TO MERCHANTABILITY, OR THAT THE SECURITY DEVICES ARE FIT FOR A PARTICULAR PURPOSE OR ARE SUFFICIENT TO PROTECT THE CUSTOMER AGAINST UNAUTHORIZED ACCESS TO THE CUSTOMER'S ACCOUNTS OR COMPUTER SYSTEMS. THE CUSTOMER ACKNOWLEDGES THAT THE SECURITY DEVICES MAY NOT BE THE MOST SOPHISTICATED OR ADVANCED DEVICES AVAILABLE AND THAT THE BANK HAS NO OBLIGATION EXCEPT TO OFFER REASONABLE SECURITY DEVICES TO THE CUSTOMER. THE CUSTOMER SHOULD OBTAIN INDEPENDENT ADVICE ON THE SECURITY OF CUSTOMER'S COMPUTER SYSTEMS AND WHETHER THE SECURITY DEVICES PROVIDE SUFFICIENT PROTECTION TO THE CUSTOMER AND ITS ACCOUNTS AND COMPUTER SYSTEMS. Customer agrees to look solely to the third party provider or manufacturer of any Security Device with respect to any defect in a Security Device. The Customer must use the Security Devices that are designated or required for a Service. Customer is solely responsible for all transactions that are made using Customer's computer or other access devices, or which are made using any of Customer's Security Devices, or which are made without the Bank's actual knowledge that such transactions are unauthorized. Without limiting anything else contained herein, Customer is solely liable for any losses, damages or unauthorized access to Customer's Accounts if Customer accesses Services by public WiFi or other public access services. Customer is solely responsible for installing in Customer's computers and Communication Services systems such procedures, codes, firewalls and other security devices as are necessary to prevent the unauthorized use of Customer's computers, access devices, Security Devices or Accounts. The Bank reserves the right to block access to the Services if the Bank has actual knowledge that any Security

Device has been compromised or misappropriated, provided that the Bank has no obligation of any kind to investigate or discover any such compromise or misappropriation and the Bank shall have no liability to the Customer for the Bank's failure to discover any such compromise or misappropriation. The Customer must immediately notify the Bank in writing delivered by certified mail or by a nationally recognized courier service or by e-mail if Customer has authorized any person to use any of Customer's Security Devices and if Customer wishes to terminate such person's authority to use the Security Device, or if Customer knows or believes that any of Customer's Security Devices have been lost, stolen or otherwise compromised, or if Customer has reason to believe that any person is accessing Customer's Accounts without authority. The Bank will have no liability for any unauthorized transactions that occur within two Banking Days after actual receipt of such written notice by the Bank. Customer hereby releases the Bank from all liability for, and will indemnify the Bank Representatives from, any and all claims of any nature arising out of any access to any of Customer's Accounts using the Services unless the Bank has actual knowledge that such transactions are unauthorized. If the Bank makes available to the Customer a Security Device and the Customer refuses to use the Security Device, then the Bank shall have no liability of any kind for any unauthorized access to Customer's Accounts, or misappropriation of any of Customer's funds, if the use of the offered Security Device may have prevented such unauthorized access or misappropriation.

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

(Rev. 11-13)