

## **FM Banking Online Bill Payment Agreement and Disclosure**

This Agreement and Disclosure ("Agreement") is effective between Farmers-Merchants Bank & Trust Company, 100 S. Main Street, Breaux Bridge, Louisiana (the "Bank") and each customer of the Bank who hereby subscribes to the Bank's Online Bill Payment service. This Agreement describes your and our rights and responsibilities with respect to FMBanking Online Bill Payment service. This Agreement supplements the FMBanking Online Internet Banking Agreement and the electronic funds transfer agreement(s) and disclosure(s) you received previously when opening your deposit account(s) and/or contracting for other types of electronic funds transfer access to those accounts at the Bank. Whoever uses FMBanking Bill Payment either directly or on behalf of a customer is bound by this Agreement and the FMBanking Online Internet Banking Agreement.

In this Agreement the words "you" and "your" mean those who sign as applicants, are authorized users of your designated account(s) or have an interest in the account(s), or who subscribe to or uses the FMBanking Online Bill Payment service. The term "Consumer Account" means a designated account (defined below) that is established primarily for personal, family or household purposes. The term "Business Account" means a designated account (defined below) that is **NOT** established primarily for personal, family or household purposes. The words "we," "us" and "our" mean the Bank and any agent, independent contractor, designee, or assignee that the Bank uses in the provision of online banking services, including but not limited to Precision Computing Systems and iPay Technologies, LLC. The word "payee" means an individual or business that you select in advance to receive one or more bill payments.

**INTERNET BILL PAYMENT** – Bill Payment is a service provided through FMBanking Online Internet Banking. In order to be eligible for Bill Payment, you must first apply and be approved for FMBanking Online Internet Banking. To use Bill Payment, you must designate the Bank account from which the payments are to be made; the complete name of the payee, the account number, and the payee's remittance address, all exactly as shown on the billing statement or invoice; the amount of the payment; and the date you want the payment to be debited from your account. If the date you want the payment to be debited from the account is not a business day, your account will be debited the next business day. By using the FMBanking Online Bill Payment Service options, you agree that, based upon instructions received under your User ID and Password, we can charge your designated account by debiting and remitting funds on your behalf. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly.

The FMBanking Online Bill Payment Service should not be used for the following payments:

1. Alimony, child support, or other court directed payments
2. Tax payments
3. Payments to Payees outside the United States or its possessions/territories
4. Other categories of Payees that we may establish from time to time

**SCHEDULING FMBANKING ONLINE PAYMENTS** – Through FMBanking Online, Bill Payments are submitted to the Payee either by (i) transferring funds electronically from your account or (ii) preparing paper checks to be sent via first class mail. You authorize us (and an agent we may select) to use any payment method (electronic or paper) we choose to process each of your payments. For payments made electronically, funds are debited from your account the day before the payment is processed. You understand and agree that paper checks are mailed to the payee by way of the U.S. Postal Service from a location outside of Louisiana and the payee may not receive the payment until 4 to 6 business days after the date the payment is debited from your account. You may enter, edit, or delete payments until 1:59 p.m. Central Time (CST) on the Process Date. 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.

**LIMITATIONS ON BILL PAYMENTS** – Any Consumer or Business checking account may be designated as a Payment Account. You are not allowed to make a payment from a Statement Savings or Money Market Account. All payees must be payable in U.S. Dollars to a U. S. address. Bill payment transfers are limited to a maximum of \$9,999 per payment, or such higher amount as we in our discretion may approve for you on request. There is no limit on the number of bills you may pay each day using the bill payment service.

**YOUR ACCOUNT ACCESS** -- An account that requires two or more signatures to authorize a transfer or write a check may be designated as a Payment Account. By requesting the FMBanking Bill Payment service, you agree that you will restrict and monitor account access so that all transactions are conducted with the authorization of all required signers. You acknowledge that we cannot and will not monitor or restrict access to your account for this purpose. When such a restricted account is accessed, you agree that all authorized signers have authorized all transactions and are jointly responsible for all transactions, whether or not the restriction is violated.

**PAYMENT CONFIRMATION** – For each properly instructed payment, you will receive a transaction confirmation code. Please print and retain a copy of the confirmation screen for record of your confirmation code. Unless you receive a confirmation code, we shall not be liable for any failure to make a payment, including any finance charge or late fees incurred as a result.

**AVAILABILITY OF FUNDS FOR BILL PAYMENT** – There may be a delay between the time a deposit is made and when it will be available to fund a Bill Payment. You should refer to our "Funds Availability Policy" to determine the availability of funds you deposit. We will not be obligated to make the requested payment unless your Payment Account has sufficient funds available to make the payment on the Process Date (the date you want the payment to be debited from your account).

**HOW TO CANCEL A BILL PAYMENT** – To cancel a bill payment that you have scheduled through FMBanking Online, you must cancel the payment online via FMBanking Online (by following the onscreen instructions) by 1:59 p.m. of the business day that the payment is scheduled to be debited from your account.

**STOP-PAYMENT REQUESTS ON BILL PAYMENTS** – Stopping the payment of a Bill Payment check is different from the cancellation of a Bill Payment transaction. Once the bill payment has been debited from your account, you may be able to stop an FMBanking Online bill payment paid by paper check by contacting us by telephone before the paper check has cleared. (You will have to contact us by telephone to determine if the paper draft has cleared.) If the paper check has not cleared, we will immediately process your stop-payment request. We will notify you immediately if the paper check has already cleared. To be effective, this type of stop-payment request must precisely identify the name of the payee, the payee-assigned account number, the amount and scheduled date of the payment, and the confirmation number from the FMBanking Online Bill Payment Screen. You cannot cancel or stop a bill payment which is being paid electronically. Once it is processed, it is gone.

If you make your stop-payment request by telephone, we may also require you to put your request in written form and get it to us within 14 days after you call. You will incur stop-payment charges as disclosed in the current fee schedule for the applicable account. Stop-payment charges for FMBanking Online bill payment paper checks may be assessed according to the fee schedule.

**CONFIDENTIALITY** – If your designated account is a Consumer account, we will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing Bill Payments transfers, or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- In order to comply with government agency or court order, or
- If you give us your written permission.

If your designated account is a Business Account, the provisions of this Confidentiality provision do not apply and we reserve the right to share information about you and your designated account to the fullest extent permitted by law.

**CHANGE IN TERMS** – We may change any term of this Agreement at any time. If the change would result in increased fees for any FMBanking Online service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system.

We will send any required notice of the change in terms to you by FMBanking Online e-mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use

of any or all of the FMBanking Online Services indicates your acceptance of the 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 applicable deposit agreements and disclosures.

**BUSINESS DAYS** -- Business days are Monday through Friday excluding holidays.

**CONSUMER LIABILITY** – If your designated account is a Consumer Account, tell us AT ONCE if you believe your password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft protection limit, if applicable). If you tell us within two (2) business days, you can lose no more than fifty (\$50.00) dollars if someone accesses your account without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your password and we can prove we could have stopped someone from accessing your account without your permission if you had given us notice, you can lose as much as five hundred (\$500.00) dollars. Also, if your statement shows transfers you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or delivered to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you could lose all the money in your account (plus your maximum overdraft protection limit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

If your designated account is a Business Account, the limitations on liability set forth above are not applicable. Notwithstanding anything to the contrary in the agreement, you will be liable for any unauthorized use of Bill Payment unless otherwise provided by applicable law or written agreement with us.

**YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT** -- If you believe your password has been lost or stolen or that someone has accessed your account without your permission, contact us immediately. Also tell us immediately if someone has transferred or may transfer money from your account without your permission or if you suspect any fraudulent activity on your account. Telephoning us is the best way to keep your possible losses down. To notify us about your lost or stolen password,

- call us at (337)332-2115 during normal business hours;
- or e-mail us at CustomerService@fmbanking.com;
- or fax us at (337)332-5089;
- or write to us at: Farmers-Merchants Bank & Trust Company, P.O. Box 910, Breaux Bridge, Louisiana 70517;
- or visit us in person at any one of our banking locations

**OUR LIABILITY FOR FAILURE TO COMPLETE A TRANSACTION** – If your designated account is a Consumer Account and we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages as provided by law. 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 the transfer.
- If the transfer would result in you exceeding the credit limit on your overdraft protection plan, if you have one.
- If the money in your designated account is subject to legal process or other claim restricting the transfer.
- If your account is closed, or if it has been frozen.
- If the electronic device (telephone, computer, modem, or other) or communication line, circuit, network or service used to connect and/or provide instructions to us was not working properly and you knew about the malfunction breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your password has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, date, and payment amount for the payee on a bill payment.

If your designated account is a Business Account, our liability for failure to complete a transfer from your account on time or in the correct amount will be governed by other provisions in this agreement.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS** -- In case of errors or questions about your electronic fund transfers,

- call us at (866) 445-8973
- write to: Farmers-Merchants Bank & Trust Company  
P.O. Box 910  
Breaux Bridge, LA 70517
- e-mail us at: CustomerService@fmbanking.com

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact the Bank no later than 60 days after it sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.
- If the suspected error relates to a bill payment made via the FMBanking Online Bill Payment Service, tell us the account number used to pay the bill, payee name, and the date the payment was sent.

If you provide oral notice, you may be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty business (20) days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) calendar days after the first deposit to the account is made.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

Business Accounts: If your designated account is a Business Account, this provision does not apply. See "Special Business Account Provisions" for information about reporting discrepancies.

**PERIODIC STATEMENTS** -- All of your transactions completed through FMBanking Online Bill Payment will appear on your periodic statement. You will receive a periodic statement each month.

**FEES** – You agree to pay all fees applicable to FMBanking Online Bill Payment. These fees are listed in our schedule of fees (see attached) and are subject to change from time to time. You authorize us to deduct all fees from your designated FMBanking Online Bill Payment account. If your designated account lacks sufficient funds, you authorize us to deduct these fees from any of your other accounts maintained with us. You also acknowledge that these fees are in addition to any costs you incur for the telephone service or internet service provider you use to access FMBanking Online.

The following fees will only be assessed if you request one or more of the services listed:

- 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

Expedited Payment Fees will include:

- Overnight Fee: \$14.95
- 2<sup>nd</sup> Day fee: \$9.95

Gift Pay Fees will include:

- Gift Check: \$2.99
- Charitable Donations Fee: \$1.99

**DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY** – We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the FMBanking Online Services or FMBanking Online Bill Payment. We do not and cannot warrant that FMBanking Online or FMBanking Online Bill Payment will operate without errors or that any or all FMBanking Online 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 FMBanking Online, including loss of profits, revenue, or data, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of the Bank and its affiliates exceed the amounts paid by you for the services provided to you through FMBanking Online.

**YOUR RIGHT TO TERMINATE** – You may cancel your FMBanking Online Bill Payment service at any time by providing us with written or oral notice. Your access to FMBanking Online Bill Payment will be suspended within 3 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 FMBanking Online Services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your Bank accounts. FMBanking Online Service may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Upon 3 business days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
3. Upon reasonable notice, for any reason at our sole discretion.

**INACTIVITY** – We may convert your account to “inactive” status if you do not sign on to Bill Pay or have any transaction scheduled during any consecutive sixty (60) day period. If your account is considered inactive, you must contact us to have Bill Pay activated before you will be able to schedule any transaction.

**SPECIAL BUSINESS ACCOUNT PROVISIONS** – The terms and provisions of this section apply only if your designated account is a Business Account. In the event that the terms and provisions of this section conflict or are inconsistent with any of the other terms and provisions of this agreement, the terms and provisions of this section shall govern and control. Otherwise, the other terms and provisions of this agreement are also applicable to Business Accounts, subject to statements of inapplicability with respect to certain terms and provisions.

**Mailings; Unauthorized Use:** - You agree that we may send confidential mailings, including (without limitation) ID/PIN confirmations, to the current address shown in our records for your Business Account, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that we will not be responsible or liable to you in any way in the event that such properly addressed information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to 1) keep your ID and PIN secure and strictly confidential, providing it only to authorized signers on your account(s) or other trusted employees, agents, etc., whom you want to act as your representative to access your account(s); 2) instruct each person to whom you give your ID and PIN that he/she is not to disclose it to any unauthorized person; and 3) immediately notify us and request a new ID and/or PIN if you believe your ID or PIN may have become known to an unauthorized person. You agree to be bound by any payment instructions transmitted to us through the Bill Payment service, whether authorized or unauthorized, and we shall have no liability to you for any unauthorized transactions or inquiries made using your ID and PIN. We reserve the right to suspend or cancel your ID and PIN if we suspect it is being used in an unauthorized manner.

**Examining Records and Reporting Discrepancies:** - We provide no separate written confirmation of individual transfers, payments or other transactions conducted through the Bill Payment service. Confirmation is provided through online information available from the Bill Payment service and through your periodically delivered account statements. You agree to examine your statements promptly and to notify us immediately of any discrepancy between the statements and your other account records. You also agree to notify us immediately of any discrepancy you may find in reviewing online information. You may notify us of discrepancies at the telephone number and address set forth below. You agree that in no event will we be liable to you under this agreement, or in performing the transactions contemplated by this agreement, for special, indirect or consequential damages including, without limitation, lost profits or attorney’s fees, even if we are advised in advance of the possibility of such damages, or any other damages, notwithstanding any other provisions of this agreement to the contrary.

**Additional Terms and Conditions:** - You acknowledge, represent and warrant that the account(s) that can be accessed under this agreement was/were established primarily for business or commercial purposes and not for personal, family or household purposes. Accordingly, the provisions of the Electronic Fund Transfers Act, as amended (15 U.S.C. 1693 et seq.), Federal Reserve Regulation E, as amended (12 C.F.R. 205), and any other laws or regulations intended for the protection or governance of consumers or consumer accounts do not apply to any transactions involving Business Accounts subject to this agreement, except to the extent such provisions are expressly set forth herein and are not made inapplicable with respect to Business Accounts according to the terms hereof.

**MISCELLANEOUS:** - In addition to this agreement, you agree to comply with all applicable account agreements and State and Federal laws and regulations.

If you have agreed to receive disclosures in electronic form, you are responsible for downloading or printing the disclosures. Alternatively, you may provide us with a non-electronic address to which the disclosures may be mailed.

**Communications between the Bank and You** – Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- |                    |  |
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| <b>E-mail</b>      | You can contact us by e-mail at <a href="mailto:CustomerService@fmbanking.com">CustomerService@fmbanking.com</a> (Please note that Banking transactions through FMBanking Online are not made via e-mail.) |
| <b>Telephone</b>   | You can contact us by telephone at (337)332-2115 (During Normal Business Hours)  |
| <b>Facsimile</b>   | You can contact us by fax at (337)332-5089   |
| <b>Postal Mail</b> | You can write to us at: Farmers-Merchants Bank & Trust Co.<br>P. O. Box 910<br>Breaux Bridge, Louisiana 70517-0910   |
| <b>In Person</b>   | You may visit us in person at any one of our banking locations.  |

## FM Banking Online Fee Schedule

### Banking Services

FMBanking Online allows you to check the balance of your bank accounts, view bank account histories, transfer funds between your bank accounts, make stop payment requests, and download account activity. **There is no charge for FMBanking Online Service.** If you should issue a stop payment, you will be charged \$22.95 per stop payment.

### Bill Payment Services

Bill Payment allows you to pay your bills over the Internet. **There is no charge for FMBanking Bill Payment Service.** The following fees will be assessed in connection with the bill payment service:

Over Draft Fee (Pay):	\$25.87 per occurrence
Over Draft Fee (Returned):	\$27.87 per occurrence
Stop Payment Fee:	\$22.95 per occurrence

### Cash Management / ACH Services

Start up Fee	\$150.00
Monthly Maintenance Fee:	\$20.00 Fee <b>Type I*</b> and \$15.00 Fee <b>Type II*</b> (This allows Farmers-Merchants Bank & Trust Company to provide you with software, training, ongoing support, and compliance with National Automated Clearing House Association (NACHA) rules and regulations.)
Transaction Fee	\$0.20 per debit or credit (This offsets the per transaction fees charged by the Federal Reserve for origination.)
Transmission/File Fee	\$3.00 per file (This offsets the per file fee charged by the Federal Reserve for each file originated. The number of transactions per file does not affect this charge.)

\*Fee Type I - Customer uses ACH Batch/Origination functions

\*Fee Type II - Customer uses ACH Import function only

The fees listed above are in addition to and do not replace the fees associated with your deposit accounts. The terms and conditions of the deposit agreements and disclosures for each of your deposit accounts as well as your other agreements with Farmers-Merchants Bank & Trust Co., such as loans, continue to apply.