

F&M BANK

FARMERS & MERCHANTS BANK OF CENTRAL CALIFORNIA

ONLINE BANKING APPLICATION

CUSTOMER INFORMATION

Customer Name:

DBA (if applicable):

Email Address:

ACCOUNT ACCESS

Account Number:

Account Title:

Account Number:

Account Title:

Account Number:

Account Title:

Account Number:

Account Title:

Account Number:

Account Title:

CUSTOMER AUTHORIZATION

By signing below, I am applying for Online Banking and as such I agree to the terms of this agreement. Should I wish to enroll in the optional Bill Payment Service, I understand that the enrollment process occurs online and is subject to applicable fees. If I enroll in the optional Bill Payment Service, I understand that I am agreeing to the terms of this agreement. I authorize Farmers & Merchants Bank of Central California to charge my account for any transactions accomplished through the use of Online Banking, including the amount of any recurring payment transfer(s) that I make. I have read and agree to the terms of the Online Banking Agreement and Electronic Funds Transfer Disclosure. I agree that sufficient funds must be available in my account on the date I schedule payments or transfers to be made using the Online Banking Service and/or the Bill Payment Service.

Authorized Signer: _____

Date: _____

BRANCH & CENTRAL OPERATIONS DEPARTMENT USE ONLY

Accepted By: _____ Date: _____ Employee #: _____ Branch #: _____ Signature Verified By: _____

Date Received: _____ Set up By: _____ Verified By: _____

NT ID: _____ EmpInc: _____ eStmt: _____ Letter: _____ Date: _____

F&M BANK

FARMERS & MERCHANTS BANK OF CENTRAL CALIFORNIA

ONLINE BANKING AGREEMENT AND ELECTRONIC FUNDS TRANSFER DISCLOSURE

Online Banking Services and Bill Payment Services (collectively the "Services") will be governed by the provisions of this agreement, the Bank's Customer Agreement & Schedule of Charges Books I & II for the account(s) ("Account(s)") used with the Services, and other written documentation Farmers & Merchants Bank of Central California ("Bank") provides to its Customers. If the terms of this Agreement are inconsistent with the other documents applicable to the Services, this Agreement will control. Business days are Monday through Friday, holidays not included. This Agreement allows you to request payment of bills, to transfer funds, to perform account related activities, and to obtain account information, through the use of a personal computer or mobile device, a connection to the Internet by phone line, cable or other means, an Internet Services provider and a browser that supports secured connections via SSL, such as Internet Explorer, Firefox, or Safari. This agreement contains three sections and outlined as follows: Section #1 applies to Online Banking Services, Section #2 applies to Online Banking and Bill Payment Services, and Section #3 applies to Bill Payment Services.

SECTION #1 - ONLINE BANKING SERVICES AND FEATURES

INFORMATION REPORTING: You may use the Services to obtain balance and other transaction information about the Account(s). Transaction history is generally available for a period of up to six months (180 days) from the current date.

ACCOUNT TRANSFERS: You may use the Services to request transfers between the Accounts. You agree to not initiate a transfer unless the Account to be debited contains sufficient available funds to cover the debit. Same day transfer requests are processed immediately if received by the Bank before 9:00 p.m. Pacific Time on a Bank business day. Requests received after the cut-off time are processed the following business day. Future dated transfer requests are processed on the Transfer Date requested during nightly processing (approximately 11:00 p.m.).

STOP PAYMENT: Stop payment orders transmitted through the Services will apply only to checks drawn against accounts accessible to you through the Services and will be subject to the terms as disclosed in your Customer Agreement & Schedule of Charges Books I & II. Each stop payment order transmitted through the Services must contain all information requested on the stop payment screen. Please refer to the Stop Payment Orders section of the Customer Agreement and Schedule of Charges Books I & II for information regarding stopping payment on other items.

MOBILE/TEXT BANKING: You may use the Services to enroll in Mobile Banking and/or Text Banking.

ESTATEMENTS: You may use the Services to enroll in eStatements.

ONLINE BANKING FEES: Currently there are no extra fees when using the Online Banking Services. Please refer to the section titled **BILL PAYMENT SERVICES AND FEATURES** for information on fees associated with Bill Payment. Other standard fees that may be payable in connection with transactions initiated through the Services, such as nonsufficient funds fees, are found in the Bank's Customer Agreement & Schedule of Charges Books I & II.

SECTION #2 - SECURITY PROCEDURES/GENERAL AUTHORIZATION

By signing up for the Services, you will be authorizing the Bank to process all transactions initiated through the Services, and to deduct from your account all charges imposed by the Bank for the availability and/or your use of the Services. At the time of implementation the Bank will provide you with an Online Banking ID and Password. Bank is not obligated to provide you access to the Services if a valid Online Banking ID and Password are not furnished. Bank may change the Services' security procedures from time to time at its sole discretion. For security reasons, you must successfully log in to the site at least once every 120 days to maintain the active status on your profile. Your Online Banking profile will become locked (dormant) at 120 days of nonuse. Once dormant, an informational letter will be sent to the address on file advising of the status of your profile and that it will be deleted in 30 days unless it is reactivated.

The Bank will not be able to determine whether or not you are the person who initiates an Online or Mobile Banking transaction if that person uses the Online Banking ID and Password the Bank assigns to you or the Online Banking ID and Password you have created. It is imperative that you maintain the secrecy of your password. Any transactions made on the basis of your ID and Password will be presumed to be yours, and will be processed accordingly. Transactions will be processed to and from your account in accordance with the Online Banking instructions given through the Services.

EQUIPMENT AND TECHNICAL REQUIREMENTS: As a user, you are responsible for acquiring and maintaining a personal computer or mobile device, an internet connection, a browser that supports secured connections via SSL, and a printer that will enable you to print information and documents from your personal computer.

SERVICES AVAILABILITY: Although it's designed to offer 24-hour access, our Service may occasionally be unavailable for various reasons such as communication failures, system maintenance, or when the Bank updates its records.

DOCUMENTATION OF PAYMENTS AND TRANSFERS

CONFIRMATION NUMBERS: A confirmation number will be displayed on the screen upon completion of an intrabank transfer or bill payment. A receipt can then be printed from your PC. You may also use the Services to confirm the status of transfers or bill payments that have been generated.

PERIODIC STATEMENT: Transactions initiated through the Services will be shown on the regular statement for the Account involving the transaction. You may use the Services to confirm whether a transaction has been posted.

TRANSACTION ACTIVITY: Transactions made through the Services will count toward the transfer limits on Accounts subject to such limits, such as Money Market deposits and Savings Accounts.

LIMITS ON BANK'S LIABILITY: You agree to indemnify and hold the Bank harmless from any loss caused by the Bank acting in accordance with this Agreement. The Bank's responsibility is limited to the exercise of ordinary care. Ordinary care is the process the Bank uses to handle items or information for the Bank's own use, consistent with commercial standards.

THE BANK'S LIABILITY FOR FAILURE TO MAKE TRANSFERS: If the Bank does not complete a transaction to or from your account or in the correct amount according to our agreement with you, we will be liable for losses or damages. However, there are some exceptions. The Bank will not be liable, for instance:

1. If, through no fault of the Bank, you do not have money in your account or available credit to complete the transaction.
2. If the transaction would go over the credit limit on your overdraft line.
3. If the system was not working properly and you knew about the breakdown when you started the transaction.
4. If circumstances beyond the Bank's control (such as fire or flood) prevent the transaction from being completed, despite reasonable precautions that we have taken.
5. If the Bank has been enjoined by law from allowing any withdrawals from your account.
6. If there are any other exceptions in this or any other agreement you have with the Bank.

LIABILITY FOR UNAUTHORIZED USE: You must tell the Bank immediately if you believe your password has become known or the Services were used by an unauthorized person. The Bank may require you to sign an affidavit if you report Suspected Unauthorized Use. Telephoning is the best way of keeping your possible losses to a minimum. You could lose all the money in your Accounts and the maximum credit available on your Personal Overdraft line, if you do not inform the Bank of Suspected Unauthorized Use. If you inform the Bank within two banking days after you learn of the Suspected Unauthorized Use, you can lose no more than \$50 if the Suspected Unauthorized Use was unauthorized. If you do not tell the Bank within two banking days after you learned of the Suspected Unauthorized Use, and the Bank proves that the Bank could have stopped someone from using the Services without your permission if you had told the Bank, you could be liable for as much as \$500. If your statement shows transactions using the Services that you did not make, you must tell the Bank at once. If you do not tell the Bank within sixty days after the statement was mailed to you, you may not get back any money you lost after 60 days if the Bank can prove that the Bank could have stopped someone from taking the money if you had told the Bank in time. If a good reason (such as a long trip or a hospital stay) kept you from telling the Bank, the Bank will extend this time period. If you believe there is a Suspected Unauthorized Use of the Services, you should telephone the Bank at (800) 888-1498 or write to Farmers & Merchants Bank, 121 W Pine Street, Lodi, CA 95240 as soon as you can.

ERROR RESOLUTION NOTICE: In Case Of Errors Or Questions About Your Electronic Transfers. Telephone us at (800) 888-1498, or write us at 121 W Pine Street, Lodi, CA 95240, or email us at internetbank@fmbonline.com as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after the Bank sent the FIRST statement on which the problem or error appeared.

1. Give your name and account number (last four digits only).
2. Describe the error or the 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.
3. Give the dollar amount of the suspected error.

If you tell the Bank verbally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days 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 within 10 business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three 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 that we used in our investigation.

CANCELLATION: The Bank or you may cancel any part this Agreement at any time upon written notice to the other party.

WHAT INFORMATION WE DISCLOSE: We do not disclose any nonpublic personal information about you to anyone, except as permitted by law. We are permitted under law to disclose nonpublic personal information about you to other third parties in certain circumstances. For example, we may disclose nonpublic personal information about you to third parties to assist us in providing Online Banking services.

ELECTRONIC WITHDRAWALS AND TRANSFERS FROM YOUR ACCOUNT: Regardless of what your signature card indicates, if anyone who has an ownership interest in or signing authority over your account has requested Online Banking Services the Bank will honor the request and any transactions performed through the Services. Certain electronic transactions will be covered by the Electronic Funds Transfer Act, refer to the Error Resolution Notice section for information on reporting errors.

CHANGES IN TERMS AND NOTICES: The Bank may change this Agreement by giving you notice as required by law. The Bank will send all notices to the address you have given the Bank. By using the Services after the changes go into effect, you agree to the changes. If the Services are for multiple parties, notice to or from any party will constitute notice to or from all parties with access to the Services.

SECTION #3 - BILL PAYMENT SERVICES AND FEATURES

BILL PAYMENT: You may use the Services to schedule Bill Payments. The Services may not be used to pay federal, state and local government or tax units or other categories of payee that Bank establishes from time to time. Bill Payments are processed twice each banking day – 5:00 a.m. Pacific Time (electronic payments only) and 12:00 p.m. Pacific Time. You must schedule the transaction with the current date for payment before 12:00 p.m. Pacific Time on a Bank business day for same day generation. Depending on the recipient, the payment will be sent electronically through the Automated Clearing House (ACH) or by check through the mail. Bill Payments sent electronically will generally be received within two business days. Bill Payments sent by check will generally be received within seven business days. For your security, Payment Caps exist and limit the amount of a Bill Payment (“Pay An Individual” is limited to \$1,500 per payment / \$3,000 per day and any single Bill Payment is \$50,000).

FUNDING: For Bill Payments sent electronically, the Bank will debit the account on the Payment Date when the payment is processed. If the funds in the account are not sufficient at the time the Bill Payment is being processed, the payment will not be processed. However, for a period of up to 5 banking days, the Bank will re-try to process Bill Payments sent electronically. If the funds are not available at the conclusion of the extension, the Bill Payment will be canceled. For Bill Payments sent by check, the Bank will debit the account on the date the item is received for payment. If the available funds are not sufficient to cover the transaction, the Bank in its sole discretion; may create an advance against your Personal Overdraft Protection line of credit, create an overdraft on your Account, or refuse to complete payment.

CANCELING/STOPPING A BILL PAYMENT: You may edit or cancel a Bill Payment until the payment request has been processed (the item will display in the “history” section). For a Bill Payment sent by check, a Stop Payment can be placed on the item prior to the item posting to the account. Each stop payment order transmitted through the Services must contain all information requested on the stop payment screen. Please refer to the Stop Payment Orders section of the Customer Agreement and Schedule of Charges Books I & II for information regarding stopping payment on other items.

BILL PAYMENT FEES: Depending on the account type and when the account was opened, fees may apply for the use of the Bill Payment Service as follows:

FOR PERSONAL/CONSUMER CHECKING ACCOUNTS OPENED AFTER 01/11/16 (which includes all former Delta Bank accounts, regardless of date opened):

Personal/Consumer Bill Pay has no monthly service charge or excess activity fee.

FOR PERSONAL/CONSUMER CHECKING ACCOUNTS OPENED BETWEEN 12/13/13 AND 01/11/16:

Personal/Consumer Bill Pay has a \$5.95 monthly service charge.* Ultimate Checking and 50+ Ultimate Checking include Bill Pay services without the additional Bill Pay monthly service charge.*

FOR PERSONAL/CONSUMER CHECKING ACCOUNTS OPENED BEFORE 12/13/13:

Personal/Consumer Bill Pay has a \$5.95 monthly service charge* which is waived with a \$4,000 average daily balance in the related checking account. The Bill Pay Service Charge will be waived for the first two monthly billing cycles.

FOR BUSINESS ACCOUNTS (DBA’s and Sole Proprietors):

Business Bill Pay has a \$9.95 monthly service charge* which is waived with a \$10,000 average daily balance in the related checking account. However, Ultimate Business Checking and Free Business Checking accounts opened after 01/11/16 are exempt from the monthly service charge and the excess activity fee (which includes all former Delta Bank accounts, regardless of date opened).

*An excess activity fee of \$0.50 applies for each payment in excess of 20 per month. Other standard fees that may be payable in connection with transactions initiated through the Services, such as non-sufficient funds fee, are found in the Bank's Customer Agreement & Schedule of Charges Books I & II which you receive at account opening.