

FARMERS & MERCHANTS BANK OF CENTRAL CALIFORNIA ONLINE AND MOBILE BANKING END USER LICENSE AGREEMENT

If you would like to view and/or print a copy of the current Agreement, navigate to the Support menu within Online or Mobile Banking and locate the section titled Document Library.

This Online and Mobile Banking End User License Agreement ("Agreement") governs use of the Farmers & Merchants Bank of Central California Online and Mobile Banking ("Service"). As used in this Agreement, the words "we", "our" or "Bank" refer to Farmers & Merchants Bank of Central California and the words "you" or "your" refer to Bank customer(s) and their use of the Service. "Device" refers to a computer, smartphone, and/or tablet. "Business day(s)" means Monday through Friday, excluding federal holidays.

HOW TO CONTACT US

- Visit your local branch any business day.
- Phone Customer Service toll-free at 800-888-1498 any business day between 8 am and 6 pm Pacific Time ("PT").
- Send a secure message through the Service, generally 24/7; we will respond during business hours.
- Write to us at Farmers & Merchants Bank of Central California, 121 W. Pine Street, Lodi, CA 95240. Attention: Online Banking Customer Service.

INTRODUCTION: The Service allows you to access your accounts electronically to view transactions or statements, to transfer funds internally, to make deposits, to communicate with us securely, and to perform other actions as more fully described in this Agreement. To have access to the Service, you must agree to this Agreement electronically by clicking on the "Accept" button. If you do not consent, or if you withdraw your consent, we will terminate your access to the Service. Your consent or not to certain features will not affect your access to other features of the Service. However, if your access to the Service is terminated, your access to those other features will also be terminated. By clicking the "Accept" button, you acknowledge that you have read this Agreement and you agree to be bound by its terms and conditions. To withdraw your consent or terminate this Agreement, reach out as shown in HOW TO CONTACT US, at the beginning of the Agreement. We will act on your request within three (3) business days.

If you are entering into this Agreement on behalf of a business entity or another individual, you represent and warrant that you are authorized to bind such business entity or individual to these terms. This Agreement is intended to supplement, and not replace, the terms and conditions of the deposit agreements and disclosures for each of your Bank accounts as detailed in our **Customer Agreement & Schedule of Charges, Books I & II**, which continue to apply notwithstanding anything to the contrary in this Agreement. For reference, the **Customer Agreement & Schedule of Charges, Books I & II** can be found in the Support menu within Online or Mobile Banking under the section titled Document Library. If there appears to be a conflict between this Agreement and other agreements with the Bank, the agreement that is most closely related to the product or service in question shall govern the resolution. Not all Services listed in this Agreement are available to all account types.

Business customers accessing and utilizing the Service are also governed by the provisions outlined in the **Online Banking for Business Agreement** and the **Treasury Management Services Agreement** along with the **Treasury Management Terms and Conditions**, if applicable, and separately executed. In addition, business customers approved for Business Mobile Check Deposit are governed by the **Business Mobile Check Deposit Enrollment Form & Agreement** separately executed. For reference, the **Business Mobile Check Deposit Agreement** can be found in the Support menu within Online or Mobile Banking under the section titled Document Library.

FEES: Currently there are no fees or service charges assessed by the Bank for using our Online/Mobile Banking service. As of June 15, 2023, there are no fees or service charges assessed by the Bank for using Bill Payment or Mobile Check Deposit. Business customers using the Service may be subject to additional fees, dependent on the feature(s) utilized. Other standard fees that may be payable in connection with transactions initiated through the Services, such as stop payment fees and/or overdraft/return item fees, are found in the Bank's **Customer Agreement & Schedule of Charges, Books I & II** and the product specific documents found in the Support menu within Online or Mobile Banking under the section titled Document Library.

HOURS OF ACCESS: You may generally access your Bank account(s) through the Service seven days a week, 24 hours a day. However, at certain times, some or all of the Service may not be available due to system maintenance, end of day processing, or other reasons.

ACCESS: To use the Service, you must have a Bank account, access to the Internet, and an email address. When you have accepted this Agreement, you will be able to log in with the User ID the Bank, you, or your administrator have created. Your first log in requires a secure access code, which will be sent by SMS text, phone call, or through the Authy app. Your enrollment gives the Service the right to send the communications to the phone number(s) or email address on file. You agree that this initial access process and the other security features and procedures described in the sections titled "USER ID / PASSWORD," "DEVICE SECURITY REQUIREMENTS," "REGISTER YOUR DEVICE" and "SECURITY" are commercially reasonable security procedures to conduct financial transactions, such as funds transfers and bill payments, through the Service.

This Service may be used to access the Bank accounts linked to your Online/Mobile Banking profile. We are not obligated to monitor transactions through the Service to determine that they are made on behalf of the accountholder. Any special signature restrictions that you may have established with respect to check transactions on your account(s) (e.g., two signatures required, dollar limits on signers, etc.) are not enforceable through the Service. You agree not to make any claims with respect to any such restrictions for transactions processed through the Service and agree to hold the Bank harmless against any loss, liability, or claim, including attorney's fees and costs, resulting from the processing of any transaction through the Service that does not meet such special signature restrictions.

USER ID / PASSWORD: Upon the initial enrollment, the Bank, you, or your administrator will create a User ID and password, and your chosen password will not be accessible by the Bank. You are responsible for keeping your password, account number(s), and other account information confidential. You also agree to change your password regularly. We strongly recommend you do not authorize any other person to use your password. **Neither Farmers & Merchants Bank of Central California nor any of its service providers will ever ask you for your password or any access codes and you should never give it to anyone else.** You understand that authorizing another person to use your password will give that person full access to your account(s) including, without limitation, creating transactions and altering services such as bill pay, etc. Such authorization shall continue to be effective until you have changed your User ID and/or you have changed your password. If you provide your password or other access information to any other person, the Bank will not be liable for any damage resulting to you. You agree to notify the Bank immediately if you believe another person has improperly obtained your password. Upon three unsuccessful attempts to use your password, your access to the Service will be suspended. To re-establish your authorization to use the Service, to report that your password may have been lost or stolen, or to report that someone has transferred or may transfer money from your account without your permission, notify us as soon as possible by reaching out as shown in HOW TO CONTACT US, at the beginning of this Agreement.

DEVICE SECURITY REQUIREMENTS: You are responsible for the safety, security, and operation of Devices you use to access your account, including the installation and operation of anti-virus software. You are responsible for your browser software, including ensuring that you are using the version supported by the Service and have installed any and all updates. Visit our webpage, fmbonline.com/supported-browsers.html for acceptable browsers and operating system versions. The Bank is not responsible for any problems related to any electronic virus that may infect your system. You must have a Device that can support up-to-date security requirements and an attached printer if you wish to maintain hard copies of information, communications, or documents through the Service. The Bank makes no warranties that your Device or software is or will continue to be compatible with the Service. You agree to promptly install any updates, patches, or fixes that we make available via our mobile app for security reasons or otherwise for the proper functioning of the Service.

REGISTER YOUR DEVICE: Device registration, using a secure access code, is a feature to provide additional security for the Service. You will have the option to register your Device for one-time only access or for continued use. To register your Device it must be configured to accept secure cookies. Once your Device has been registered, you will be asked to enter your User ID and password for future logins. If you delete the cookies on your browser, log in from a different Device, re-install the application, or your secure cookie has expired, you will be prompted to obtain a secure access code again to register your Device.

SECURITY: Your role in preventing misuse of the Service is extremely important. Examine your statement promptly upon receipt. If you find that your records and the Bank's records disagree, immediately notify the Bank. In addition to protecting your account information, you agree to take precautions to protect your personal identification information,

such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account(s) may allow unauthorized access to your account(s). You agree not to leave your Device unattended while logged into the Service and to log off immediately at the completion of each session. You also agree to notify the Bank if someone has transferred or you suspect someone may transfer money from your account(s) without your permission, or if you suspect any type of fraudulent activity on your account(s). Only reveal your account number(s) to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). If you do not maintain security or promptly report unauthorized transactions, you could lose all the money in your Bank account(s), plus your maximum overdraft line of credit, if applicable. Unless otherwise required by law, the Bank will not be responsible for losses that may occur.

BUSINESS USER ADMINISTRATION: The Administrator is given rights within Business Online Banking to add or remove other users ("sub-users") and to modify sub-user access rights including the features, functionality, and accounts the sub-user has access to. Examples of features that may be added to or restricted from sub-users include but are not limited to transfers & payment services, and Business Bill Pay. The Bank may communicate with any sub-user based on the contact information and access rights provided to the sub-user.

ACCOUNT BALANCES AND TRANSACTION HISTORIES: You can obtain balances and transaction histories on all eligible accounts. The balances in your accounts may change at any time as we process items and fees against your accounts. These changes may occur as a result of real time posting of transactions such as Debit Card transactions or as a result of the Bank's end of day processing. Current balance and activity information is available the morning following the previous day's business.

MOBILE BANKING: In order to access and use the Service through a mobile device, you must have a smartphone or other device that you are authorized to use that can send and receive information, can download information, has SMS text capability, and has Internet access. The Service through a mobile device may not be available through all mobile service providers, and some smartphones and other wireless devices may not be supported. The technical standards required to send and receive information, including SMS text capability and access to the Internet, may vary among the types of Devices and telecommunications providers that support Mobile Banking, and may be updated from time to time by the providers. Standard rates may apply for data usage and text messaging. Rates are determined by your service provider and are your sole responsibility. You are responsible for satisfying any technical standards required by your service providers. You understand and agree that the telecommunication providers may modify the supported Devices and/or the technical standards at any time, without prior notice, and the Bank shall not be liable to you for your failure to access or use the Service due to any such modifications. You accept responsibility for making sure that you understand how to use the Service through a mobile device before you actually do so and that you always use the Service in accordance with any online instructions posted on fmbonline.com. You are solely responsible for maintaining your Device and its compatibility with the Service and for making sure that you know how to properly use your Device. The Bank may change the Service from time to time. In the event of such changes or upgrades, you are responsible for making sure that you understand how to use the Service as changed or updated. You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on the specific fees and charges. The EZ Banking App is available only by download from the Apple App Store or Google Play Store, depending on your Device.

TRANSFERS & PAYMENT SERVICES: The following are transfer and payment services available for use with Online/Mobile Banking:

- **INTERNAL TRANSFERS:** An internal transfer of funds between your Bank accounts is internally memo-posted to your account at the time of the transfer, and we will make funds available to you at that time. However, the funds will not show on your transaction history until the next business day if the internal transfer is made after 9:00 p.m. (PT) on any business day or on a Saturday, Sunday, or Bank holiday. Internal transfers are final once successfully processed and cannot be cancelled or deleted.
- **LOAN ADVANCE/PAYMENT:** A loan advance or payment from your Bank accounts to your Loan accounts will not show on your transaction history until the next business day. Loan advances and payments are final once successfully processed and cannot be cancelled or deleted and can only be processed 'same-day'.

- **BILL PAYMENT:** Bill Payment is available through the Online or Mobile Banking Service, after you log in and upon enrollment. Bill Pay can be used to establish your biller payees in one convenient dashboard to remit payments on a single or recurring schedule. You control when and how you pay your bills with the ability to view past payment history for all your billers. Specific information for bill pay, including transaction limits and timing is found in the **Bill Pay Terms & Conditions** document found in the Support menu within Online or Mobile Banking under the section titled Document Library.

- **ZELLE PERSON-TO-PERSON (P2P) PAYMENTS (Available for Consumer Customers only and effective on or after September 12, 2023):** Zelle is available only for Consumer Online and Mobile Banking. The Zelle Person-to-Person payments service is available after you log in to online or mobile banking and upon acceptance of the Zelle Network Standard Terms. Zelle P2P can be used to send or request money to/from someone you know and trust, using the recipient's email or mobile phone number, and is posted within seconds to their account if they are registered users of Zelle. Recipient accounts can be with any participating domestic Zelle financial institution, or they may be using the stand-alone Zelle app. Detailed information on usage for this service can be found in the **Zelle Network Standard Terms** found in the Support menu within Online or Mobile Banking under the section titled Document Library.

OTHER ACCOUNT SERVICES: The following are account services available for use with Online/Mobile Banking:

- **MOBILE CHECK DEPOSIT:** Mobile Check Deposit is available through the Mobile Banking Service and upon approval of your enrollment. Mobile Check Deposit service allows you to deposit checks to your checking or savings accounts by photographing the check(s) and delivering the images to the Bank. Specific information for mobile deposit, including deposit requirements and timing is found in the **Easy Mobile Check Deposit Agreement** (specific for consumer accounts) and/or the **Business Mobile Check Deposit Agreement** documents found in the Support menu within Online or Mobile Banking under the section titled Document Library.

- **ACCOUNT STATEMENTS/ESTATEMENTS:** All transactions conducted using the Service will appear on your periodic account statements. Consumer customers may enroll in eStatements directly in the Service. Business customers must contact your branch or banker to enroll in eStatements. Enrollment and use of eStatements through the Service is subject to technical standards and acceptance of the eStatement Disclosure presented at the time of enrollment. For reference, the eStatement Disclosure is available in the Document Library found under Support and within the eStatement portal.

- **SECURE MESSAGING:** The Service provides secure messaging so you can ask questions about your account(s), the Service, and for general feedback. Secure messaging is accessible after you log into the Service. Please be aware that general or public email transmissions are not secure. Therefore, to ensure the security of your account information, you are required to use the Service's secure messaging when asking specific questions about your account(s). Email cannot be used to initiate transactions on your account(s). For banking transactions, you must use the appropriate functions within the Service, call your local branch or contact us toll free any business day between 8:00 a.m. and 6:00 p.m. (PT) at 800-888-1498.

- **CHECK STOP PAYMENTS:** Stop payments can be placed on checks, including Bill Pay checks, that have not yet been presented for payment, using the online version (i.e. computer, not the mobile app) of the Service. Only stop payments on single checks can be placed through the Service. Stop payment requests must contain accurate information including the Bank account number, check number, payee name, and amount. Stop payments placed using the Service will be subject to applicable fees as outlined in the **Customer Agreement and Schedule of Charges, Books I & II**. Stop payments cannot be revoked using the Service. To revoke a stop payment, you will need to notify us as described above.

OTHER:

A. The Bank is not responsible for translating this Agreement or any information contained within the Service to any other language and we are not responsible for the accuracy of any third party translating services.

B. This Agreement will be governed by and interpreted in accordance with Federal laws and regulations, or to the extent there is no applicable Federal law or regulation, by the laws of the state where you opened your deposit account(s).

C. The Service may provide links to third party websites without endorsing the accuracy or safety of the third-party service, and the Bank disclaims all liability for any linked sites or their content. It is important for you to take necessary precautions to ensure appropriate safety from viruses, worms, Trojan horses, and other potentially destructive items. When visiting external websites, you should review those websites' terms of use and privacy policies to learn more about how they collect and use any personally identifiable information.

D. The Bank reserves the right to employ cookie technology as a prerequisite for your use of the Service. Not allowing cookies may prevent the Service from functioning as intended.

E. You are responsible for the accuracy of your data entry and use of the Service when accessing accounts and conducting transactions. The Bank is not liable for errors caused by your misuse or error. This includes any error caused by "pre-filling" or automated entry done on your behalf by the Device or Service.

F. The Bank shall not be liable for any failure to perform its obligations under this Agreement due to the occurrence of an event beyond our control (including without limitation as fire, flood, power outage, acts of God, government or civil authority, civil or labor disturbance, war, riots, or the failure of our service providers to perform).

SERVICE LIMITATIONS: It is important that you understand the limitations of the Service, including but not limited to the following:

The balances in your accounts may change at any time as we process items and fees against your accounts. There may be technical or other difficulties related to the Service. These difficulties may result in loss of data, loss of personalized settings, or other service interruptions. Neither the Bank nor its third-party service providers assume any responsibility for: (i) the timeliness, deletion, or mis-delivery of any user data; (ii) failure to store user data, communications, or personalized settings in connection with your use of the Service; or (iii) the delivery or the accuracy of any information requested or provided through the Service.

Neither we nor any of our service providers assume responsibility for the operation, security, functionality, or availability of any Device or network which you utilize to access the Service, nor do we guarantee that you will have continuous or uninterrupted access to the Service. We are not responsible for any delay, failure, or error in the transmission or content of information provided through the Service. Neither we nor any of our service providers or affiliates will be liable for damages arising from the non-delivery, delayed delivery, or improper delivery of any information through the Service, from any inaccurate information provided through the Service, from your use of or reliance on any information provided through the Service, or from your inability to access the Service.

We will not be liable to you for any losses caused by your failure to properly use the Service or your Device. We reserve the right to refuse to make any transaction you request through the Service for any reason. You agree and understand that the Service may not be accessible or may have limited utility over some cellular networks, such as while roaming. Financial information obtained through the Service (including, without limitation, any text message alerts) reflects the most recent account information available to us and may not be accurate or current. You agree that the Bank and our service providers will not be liable for any errors or delays in the content, or for any actions taken in reliance thereon. Certain features and functions available through Online Banking may not be available using Mobile Banking and vice versa.

OVERDRAFTS: If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, preauthorized transactions, transfers through the Service, Bill Payments, etc.) requested for a given business day, then certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority, and the electronic funds transfers initiated scheduled through the Service may result in overdrawing your account and/or may, at the Bank's discretion and without prior notification to you, be canceled. In addition, all overdraft charges that apply will be debited from your account. You also authorize the Bank to charge any or all of your accounts to cover uncollected funds or overdrafts in your designated account(s).

POSTING ORDER OF ITEMS PRESENTED: Farmers & Merchants Bank of Central California's policy regarding posting order of items is disclosed in the Processing of Account Transactions section of the **Customer Agreement & Schedule of Charges, Books I & II** for your account. The order in which items appear online does not necessarily reflect the order in which they post.

CHANGE IN TERMS: We reserve the right to change any terms or conditions described in this Agreement. Notification of such changes will be posted or sent at least thirty (30) days in advance of the effective date of any adverse change to you for this Service, such as for transactions, fees, limits on the type, amount, or frequency of transactions, or increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the Service. If such a change is made for security reasons and it can be disclosed without jeopardizing the ongoing security of the system, or for changes that are not adverse to you, we will provide you with written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the account(s) to which these changes relate or your use of the Service.

YOUR RIGHT TO TERMINATE: You may cancel the Service at any time by contacting us directly at 800-888-1498, or through a secure message sent within Online or Mobile Banking, or by providing us with written notice with your cancellation instructions via postal mail to Farmers & Merchants Bank of Central California, 121 W. Pine Street, Lodi, CA 95240. Attention: Online Banking Customer Service. Within three (3) business days of receiving instructions, we will suspend your access to the Service. You will remain responsible for all outstanding fees incurred prior to our receiving and processing your cancellation.

OUR RIGHT TO TERMINATE OR SUSPEND: We may cancel, suspend, or limit your access to the Service at any time, without prior notice and for any reason, including if you do not access your Bank account(s) through the Service for three months. Reinstatement is at the Bank's discretion.

THIRD PARTY FEES: This Agreement does not change any agreement you may have with any unaffiliated service providers (e.g., mobile service or Internet provider). Your agreements with such providers may have fees, limitations or restrictions which might impact your use of the Service (for example, data usage or text message charges); you are solely responsible for all such fees, limitations, or restrictions. Therefore, please resolve any problems with your service providers directly - without involving the Bank.

PROPRIETARY RIGHTS: You are permitted to use content delivered to you through the Service only in connection with your proper use of the Service. You may not copy, reproduce, distribute, or create derivative works from this content. You agree not to use the Service or the content or information delivered in any way that: (i) infringes any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Service software; (ii) is fraudulent or involves the sale of counterfeit or stolen items; (iii) violates any law, statute, ordinance or regulation (such as export control, consumer protection, unfair competition, anti-discrimination or false advertising); (iv) is false, misleading or inaccurate; (v) creates liability for us, our affiliates or service providers, or causes us to lose (in whole or in part) the services of any of our service providers; (vi) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (vii) may be perceived as illegal, offensive, or objectionable; (viii) interferes with or disrupts computer networks connected to the Service or the use of the Service by any other user; (ix) results in unauthorized entry or access to the computer systems or networks of others; (x) sends unsolicited electronic mail messages (also known as spam); or (xi) impersonates another person or entity. The Service is for your use only. You may not resell or make commercial use of the Service. You agree to comply with all applicable laws, rules, and regulations in connection with the Service.

YOUR PRIVACY:

A. You agree that the Bank may collect information about you and your Device, system, and application software in connection with offering and operating the Service and to enhance your experience when using the Service in accordance with our privacy statement. Our Online Privacy Notice is available at fmbonline.com/online-privacy-notice.html and our CCPA Notice at Collection is available at fmbonline.com/CCPA-Notice-At-Collection.

B. The Bank maintains the right to contact you via your Device as a means to relay important account information or information about the use of the Service for as long as you are enrolled.

THIRD-PARTY BENEFICIARIES: You agree that our service providers (including any provider of the Service software) may rely upon your agreements and representations in this Agreement, and such service providers are third party beneficiaries of such agreements and representations, with the power to enforce those provisions against you, as applicable and as the circumstances or context may require.

WARRANTY DISCLAIMER: TO THE MAXIMUM EXTENT PERMITTED BY LAW, BANK DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. FARMERS & MERCHANTS BANK OF CENTRAL CALIFORNIA MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CURRENCY OF ANY THIRD-PARTY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF THE SERVICE, THAT THE SERVICE WILL OPERATE WITHOUT ERRORS OR THAT THE SERVICE WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BANK IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF THE SERVICE (INCLUDING ANY SOFTWARE OR THEIR MATERIALS SUPPLIED IN CONNECTION WITH THE SERVICE) SHALL BE FOR THE BANK TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT THE APPLICABLE SERVICE.

DISCLAIMER OF CONSEQUENTIAL DAMAGES: IN NO EVENT WILL BANK, OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, SUCCESSORS OR ASSIGNS, NOR ANY PARTY INVOLVED IN THE CREATION, PRODUCTION OR TRANSMISSION OF THE SERVICE, BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS.

LIMITATION OF LIABILITY: EXCEPT AS SPECIFIED ABOVE OR AS MAY OTHERWISE BE PROVIDED BY LAW, OUR MAXIMUM CUMULATIVE LIABILITY TO YOU FOR CLAIMS UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES YOU PAID FOR THE SERVICE DURING THE 12 MONTHS PRECEDING THE EVENT FROM WHICH THE CLAIM AROSE.

CONSENT TO ELECTRONIC DELIVERY OF NOTICES: BY ACCEPTING BELOW OR BY OTHERWISE USING THE SERVICE, YOU ALSO AGREE THAT ANY AND ALL DISCLOSURES AND COMMUNICATIONS REGARDING THE SERVICE BETWEEN YOU AND US, INCLUDING THIS AGREEMENT, MAY BE MADE ELECTRONICALLY BY POSTING TO OUR ONLINE BANKING PLATFORM IN ACCORDANCE WITH APPLICABLE LAW. ANY ELECTRONIC DISCLOSURE COMMUNICATION WE MAKE WILL BE CONSIDERED MADE WHEN TRANSMITTED, AND ANY DISCLOSURE OR COMMUNICATION WE MAKE BY POSTING TO OUR WEB SITE WILL BE CONSIDERED MADE WHEN POSTED. THIS CONSENT DOES NOT AUTOMATICALLY ENROLL YOU IN OTHER SERVICES THAT ARE AVAILABLE THROUGH ONLINE BANKING (e.g., eStatements, Easy Mobile Check Deposit, or Bill Payment). THIS CONSENT DOES, HOWEVER, INCLUDE YOUR ACCEPTANCE OF AGREEMENTS AND COMMUNICATIONS WHEN YOU ENROLL IN AND USE SUCH SERVICES. WITH RESPECT TO THIS SERVICE, YOU MAY NOT OPT OUT OF RECEIVING DISCLOSURES AND COMMUNICATIONS IN AN ELECTRONIC FORM WITHOUT TERMINATING THE SERVICE AS PROVIDED ABOVE. IF YOU WISH TO RECEIVE A PAPER COPY, YOU MUST HAVE A PRINTER CONNECTED TO YOUR COMPUTER AND APPROPRIATE SOFTWARE INSTALLED TO PRINT SUCH ITEMS.

INDEMNITY: YOU AGREE TO INDEMNIFY, HOLD HARMLESS, AND DEFEND US, OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS AND SERVICE PROVIDERS FROM AND AGAINST ANY AND ALL THIRDPARTY CLAIMS, LIABILITY, DAMAGES, EXPENSES AND COSTS (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES) CAUSED BY OR ARISING FROM YOUR BREACH OF YOUR OBLIGATIONS OR REPRESENTATIONS UNDER THIS AGREEMENT, UNLESS PRIMARILY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

ELECTRONIC FUND TRANSFER – CONSUMER ACCOUNTS:

Your Rights & Responsibilities for Online or Mobile Banking

The **Customer Agreement & Schedule of Charges, Books I & II** includes information on the types of electronic transactions we are capable of handling for consumers, some of which may not have applied to your account. As part of our policy of issuing a new electronic access device for your account, this modified disclosure outlines the specific elements of the Electronic Fund Transfer disclosure applicable to Online or Mobile Banking activity. Please read this disclosure carefully because it reminds you of your rights and obligations for Online or Mobile Banking transactions. You should keep this notice for future reference.

FINANCIAL INSTITUTION'S LIABILITY:

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.

CONFIDENTIALITY: We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders; or
- If you give us your written permission. Refer to the Bank's Privacy Policy located at fmbonline.com/_/kcms-doc/171/2535/privacy-policy.pdf

UNAUTHORIZED TRANSFERS:

Consumer Liability

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 of Central California, 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.

SERVICE PROVIDER'S TERMS OF USE AND PRIVACY POLICY

Bank is contractually required by the service provider to include the following information.

The primary licensor for the online and/or mobile banking service you are using (the "Service") is Jack Henry & Associates, Inc. (the "Provider"). By enrolling in our Service, you hereby agree as follows:

(i) General. The Provider is not the provider of any of the financial services available to you through the Service, and the Provider is not responsible for any of the materials, information, products or services made available to you through the Service.

(ii) Provider Privacy Policy. Provider may access personal information while you use the Service. Provider may access records held by your financial institution for such information as your phone number, home address or email address. Provider will use this contact information to alert you about Service-related events or actions that require your attention. If you grant permission to use phone information, Provider will use the phone number to pre-populate forms that expect a personal phone number for contacting. If you grant permission to use your device's location, Provider will use the data when checking for nearby branch and ATM locations. If you grant permission to use access photos, media or other files stored on your device, Provider will use that information to add an image to a transaction, to attach a document to a secure message, and add a photo to your profile. If you grant permission to use a camera, Provider will use it when taking a picture to add an image to a transaction or to capture images of a check that is being deposited or to add a photo to your profile. In addition to this Provider Privacy Policy, your financial institution maintains a privacy policy covering the personal and financial information related to your use of the financial institution's services and products, including such information that may be gathered through use of this Service, such as the "Account Information" and "Registration Information" described below. A copy of that privacy policy is available from your financial institution.

(iii) Source of Information. The Service, at your direction, will retrieve your information maintained online by financial institutions and billers with which you have customer relationships, maintain accounts or engage in financial transactions and other log-in related information ("Account Information"). Provider does not review, verify or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes and reports available Account Information to you. Technical difficulties may result in a failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information is timely only to the extent that it is promptly provided by the third-party sites. Account Information may be more complete or up to date when obtained directly from the third-party sites.

(iv) Your Responsibility for Information. You are responsible for providing Provider with accurate and updated (as necessary) account numbers, user names, passwords and other log-in related information ("Registration Information") so that the Service is able to access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately.

(v) Rights You Grant to Provider. By submitting data, passwords, user names, PINs, log-in information, materials and other Registration Information to Provider through the Service, you are voluntarily supplying that content to Provider for the purpose of providing the Service to you. By submitting such information to Provider, you represent that you are entitled to submit it to Provider for use for this purpose, without any obligation by Provider to pay any fees. By using the Service, you expressly authorize Provider to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the Service, you will be directly connected to the website for the third party you have identified. Provider will submit information including user names and passwords that you provide to log you into the site. You hereby authorize and permit Provider to use and store the information submitted by you (such as account passwords and user names) to accomplish the foregoing and to configure the Service so that it is compatible

with the third-party sites for which you submit your information. You acknowledge and agree that when Provider is accessing and retrieving Account Information from the third-party sites, Provider is acting on your behalf and not on behalf of the third party. You acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using the Service you are assuming those risks.

(vi) Consent to Use of Data. You agree that Provider may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Service. Provider may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies.

(vii) Disclaimer of Warranty. THE SERVICE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED. YOUR USE OF THE SERVICE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(viii) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, PROVIDER'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(ix) Analytics. To assist Provider in maintaining and improving this application, Provider uses multiple analytics and logging platforms to gather information about usage of the Service. For example, it tracks how many visitors the Service has, which screens they spend time on, what kinds of operating systems and devices they use, and how they found the Service. Analytics platforms do not track, collect or upload any data that personally identifies an individual (such as a name, email address, account number or billing information), or other data which can be reasonably linked to such information. The information helps Provider improve the performance of this Service for you.

(x) Miscellaneous. This End User License Agreement constitutes the entire agreement between you and Provider concerning the subject matter hereof. This End User Agreement will be governed by and construed in accordance with the laws of the state of Iowa, excluding that body of laws pertaining to conflict of laws. If any provision of that portion of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this End User License Agreement are subject to the exclusive jurisdiction of the courts of Iowa and you expressly consent to jurisdiction and venue thereof and therein. This End User License Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

Farmers & Merchants Bank of Central California
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