

## Online Banking Agreement and Disclosure

The following is a copy of The Agreement offered on line as a preface to the Internet Banking Services Enrollment Form: This Internet Banking Agreement and Disclosure (The Agreement) explains the terms and conditions governing basic Internet Banking Services(*fbmilton.com*) offered by Farmers Bank of Milton. By using our Internet Banking Services, you agree to abide by the terms and conditions of The Agreement. For clarity, the terms “we”, “us”, “our” and “Farmers Bank of Milton” refer to the Farmers Bank of Milton. “You” refers to each person who enrolls for Internet Banking services and has a password.

Your Internet Banking services and each of your accounts are also governed by the applicable Disclosures, Rates and Fee Schedules provided by Farmers Bank of Milton in your deposit and loan agreements given to you when your accounts were established. Collectively these are called the “Farmers Bank of Milton Bank Documents.”

You are responsible for paying any fees assessed by your Internet Service Provider and for any telephone charges or fees incurred by accessing Internet Banking Services.

Your initial use of Internet Banking Services constitutes your acceptance of and agreement to be bound by all of the terms and conditions of The Agreement and by the “Farmers Bank of Milton Bank Documents”, and acknowledges your receipt and understanding of this agreement.

You are liable for all transactions made or authorized using your password. Do not, under any circumstances, disclose your password by telephone, e-mail or to anyone claiming to represent Farmers Bank of Milton. **Farmers Bank of Milton employees do not need and should not ask for your password by phone, e-mail or in person.** Do not disclose your password to anyone. If, despite the Farmers Bank of Milton’s advice, you give your password to anyone, you do so at your own risk. Anyone with access to your Internet Banking password or other means of account access will have full access to your accounts, even if you attempt to limit that person’s authority. Should you believe your password has been compromised, please request that it be changed immediately. You must notify the Farmers Bank of Milton that your password has been lost, stolen or otherwise compromised.

The Farmers Bank of Milton is entitled to act on instructions received through Internet Banking under your password and without inquiring into the identity of the person using the password. Farmers Bank of Milton has no responsibility for establishing the identity of any person using your password.

You are liable for all transactions that you or any other owner/signer make or authorize even if the other person exceeds the authority you intended or agreed upon. You hereby agree to release the Farmers Bank of Milton from any liability and agree not to make any claim or bring any action against us for striving to carry out the requests made through the Internet Banking System under your password. You also agree to indemnify the Farmers Bank of Milton and hold it harmless from and against any and all liability (including but not limited to reasonable attorney fees) arising from any such claims or actions.

The Farmers Bank of Milton has the right to deny, modify or terminate this agreement at any

time. We will comply with any notice requirements under applicable law for such changes or termination. If we terminate The Agreement, no further Internet Banking transfers will be made. If we modify The Agreement, your continued use of Internet Banking Services will constitute your acceptance of such changes in each instance.

### **Additional provisions with regard to Internet Banking:**

#### Electronic Funds Transfer Act

Some of the transfers permitted through Internet Banking Services may be governed by the Electronic Funds Transfer Act (the "EFTA"), and some of the terms and conditions of this Agreement are disclosures required by the EFTA. Commercial account holders are not covered by the EFTA and therefore certain provisions will not be applied to commercial accounts.

#### Online Business Day/Hours of Operation

The Internet Banking Service is available 24 hours a day, seven days a week, except during maintenance periods. Transactions initiated before 2:00 P.M. EST on a business day are posted to your account the same day. Transactions initiated after that time on a business day, Saturday, Sunday or bank holiday, will post on the next business day.

#### Computer Requirements

Access to Internet Banking will be provided through the Worldwide Web of the Internet. You are solely responsible for the set up, installation, operation, and maintenance of the equipment you use to access the Internet Banking Service and for providing your own access to the Internet through the Internet Service Provider of your choice. Your browser must support at least 128-bit encryption. We are not responsible for the cost of upgrading your equipment to stay current with the Internet Banking Service. We are not responsible for any errors or failures from any malfunction of your computer and we are not responsible for any computer virus or related problems that may be associated with the use of your computer.

#### Privacy and Confidentiality

The Farmers Bank of Milton is strongly committed to protecting your security and confidentiality. To ensure the privacy of your account information while you are online, you are only able to access your account with high security browsers. Once logged in, if no action is taken within 15 minutes you will automatically be logged off. Our customer privacy statement can be obtained via the "Privacy Policy" link on our home page.

#### Statements

You will not receive a separate Internet Banking Services statement. We will mail or deliver periodic statements to you as provided under the account agreement. In addition to other account activity, these statements will include any transactions authorized using the Internet Banking Service.

#### Links to Other Sites

Our website may contain links to websites not operated by the Farmers Bank of Milton. We provide these links for your convenience, but we do not review, control, or monitor the materials on any other websites. We do not control, guarantee, endorse or have any responsibility for the

content, recommendations, products or services provided by the linked sites. We are not responsible for the performance of those sites or for your business dealings with them. We are not liable for any failure of products and services advertised on those sites. Please use caution when using linked websites as they may be less secure than the Bank's website.

#### Electronic Messaging and Notices

General inquiries concerning maintenance and other issues should be directed to a Customer Service Representative at the Farmers Bank of Milton. See the "Contact Us" link on the *fbmilton.com* home page.

#### Our Liability for Failure to Complete Transactions

If a transfer to or from your account is not completed on time or in the correct amount, according to our agreement with you, we may be liable for a portion of your losses or damages. However, the following exceptions apply:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer, the account is closed, or the transaction amount would exceed your credit limit on your Home Equity Line of credit, if applicable;
2. If the funds in your account are subject to an administrative hold, legal process or other claim;
3. If your computer fails or malfunctions or the *fbmilton.com* service was not properly working and such problems should have been apparent when you attempted such transactions;
4. If circumstances beyond our control (such as fire, flood or systems failure) prevent the transfer, despite reasonable precautions that we have taken.
5. If you have not given Farmers Bank of Milton complete, correct and current instructions so the Farmers Bank of Milton can process a transfer;
6. There may be other exceptions as established by Farmers Bank of Milton from time to time.

### **Farmers Bank of Milton Alerts Terms and Conditions**

**Alerts.** Your enrollment in Farmers Bank of Milton Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Farmers Bank of Milton account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. Farmers Bank of Milton reserves the right to terminate its alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide alerts through one or more channels (“endpoints”): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Farmers Bank of Milton Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop alerts via text message, text "STOP" to 99588 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in Farmers Bank of Milton Online Banking. For help with SMS text alerts, text “HELP” to 99588. In case of questions please contact customer service at 502-268-5256. Our participating carriers include (but are not limited to) AT&T, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** Farmers Bank of Milton provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Farmers Bank of Milton’s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Farmers Bank of Milton, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

Termination

You agree that we may terminate this Agreement and your use of this Internet Banking Service if you or any authorized user of your account breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your account.

You may terminate the use of this Internet Banking Service by contacting the Farmers Bank of Milton in writing by mail or personal delivery. However, termination of the Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

#### Errors and Questions

If you experience a problem or have a question about transactions completed using Internet Banking Services please call us at:

**Farmers Bank of Milton  
41 Ferry ST.  
Milton KY 40045  
1-800-826-5766 or 502-268-5256**

#### Password

You will be required to change your password the first time you log in to the *fbmilton.com* System. Your password must be:

- **9 to 17 Characters (At least one Alpha, one Numeric and one Special character)**
- **Case Sensitive**

If you forget your password please contact us at 502-268-5256 or 800-826-5766 to have a new temporary password issued. Please safeguard your password and do not, under any circumstances, release it to anyone.