

Farmers & Merchants State Bank Electronic Communication User Agreement

General – Your Agreement to Farmers & Merchants State Bank Electronic Communication User Agreement provides your consent before providing communications electronically. The following disclosure is necessary to receive communications electronically, and will apply to all communications for all products, services and account offerings and any correspondence in connection with these offerings that are not otherwise governed by the terms and conditions of an electronic disclosure and consent.

Disclosure provides consent to receive bank statements and accompanying legal notices/disclosures for your selected Farmers & Merchants State Bank account(s) by electronic delivery, called eStatements or eNotices. The terms of this Agreement are in addition to those terms and conditions that apply to an account or service you have with us, including our rules and regulations as well as our Privacy Policy. Within this Agreement, the terms “you”, “your”, and “customer”, refer to each depositor on an account who has elected to receive an electronic statement or notice, the term “account” or “accounts” means your accounts at Farmers & Merchants State Bank. All eStatements and eNotices shall be in full compliance with applicable laws and regulations. It is recommended that you read this carefully and print it for future reference.

Communications - You agree that we may provide you with any communications in electronic format, and that we may discontinue sending paper communications to you, unless you withdraw your consent as described below, or upon request we can provide paper copies. Your consent to receive electronic communications and transactions include, but is not limited to:

- Deposit Account Statements
- Overdraft Notices
- Loan Notices
- Necessary Disclosures
- Appraisal or Property Evaluations
- All legal and regulatory disclosures and communications associated with the product or service available through the online service for your account. If you currently are not enrolled in online banking services, go to www.FandMstbk.com and if further assistance is required, please contact our Customer Service Department at 888-478-3007
- Notices or disclosures about a change in the terms of your account
- Method of providing communications to you in electronic form

- New product and promotional offerings, that will be sent directly to your email address provided.

Equipment/Access Requirements

- a) Personal Computer or Mac with printer or download capabilities to keep copies for your records;
- b) We support most common operating systems capable of using browsers listed below (notable exceptions are Windows XP and Windows Vista which are not capable of supporting internet explorer 11.0 or greater);
- c) You will need a browser such as; Internet Explorer® (Version 11.0 or greater), Mozilla Firefox® (Version 44.0 or greater), Apple Safari® (Version 9.0 or greater), Google Chrome™ (Version 44.0 or greater), Opera™ (Version 30 or greater) browser or Microsoft Edge (any version).
- d) You will need the ability to view .PDF documents, by utilizing a pdf reader software such as; adobe;
- e) You need authorized Farmers & Merchants State Bank Online Banking Access.

Farmers & Merchants State Bank will notify you if any of these requirements become obsolete or change.

By accepting this Agreement, you have elected to receive your periodic account statements and any required account disclosures in electronic format. Our goal is to provide paperless statements and notices which are a great way to make your life easier, in addition to help saving our environment. No more waiting for your account information to arrive by US Postal service, we'll simply send you an email when your information is available to view. Reconcile your accounts more quickly and reduce the risk of identify theft. Plus, it's a free service. You can view, print and store your documents on your personal computer, when it's convenient to you.

Accessing eStatements Farmers & Merchants State Bank will use the email address provided by you to send an email notifying you of your eStatement and notices. You may then click on the link within the email or go to our Farmers & Merchants State Bank Online Banking Service via Farmers & Merchants State Bank website, www.FandMstbk.com, using your secure User Name, Password and your security questions. Your eStatement and eNotices may be viewed by clicking on your account (checking, savings and/or loan) and then going to "Documents". Farmers & Merchants State Bank will provide this information in a clear, conspicuous manner. There will be 18months of statement history. eStatements and eNotices will be viewable electronically in PDF-Portable Document Format which can be viewed online, saved to your computer or printed at your convenience. It is your responsibility to view your account statement and notices/disclosures through Farmers & Merchants State Bank Online Banking program; it is advisable to periodically check for emails. By enrolling in this service, you will no longer receive a statement or other account notices by mail. If you wish to have a

paper copy of a statement or check mailed to you, normal fees may apply, please read our Farmers & Merchants State Bank Fee Schedule.

Customer Responsibilities You are responsible for accessing, opening and reading your documents at your earliest convenience. These contain important and legally binding information and disclosures. You are responsible for promptly notifying Farmers & Merchants State Bank if any documents you receive are incomplete, unreadable or inaccessible. You must have a valid email address. You agree to immediately notify Farmers & Merchants State Bank of any changes to your email address. Failure to update and/or correct your email address may result in Farmers & Merchants State Bank reinstating the delivery of your statement and disclosures/notices by US Postal Service and we will charge your account for each monthly paper statement, the charge is identified in our current fee schedule which may be amended from time to time. If you currently receive duplicate statements, mailing of the duplicate copy will be discontinued; however you may print multiple copies and distribute those at your own discretion. Email will sometimes get accidentally collected in a junk mail/spam mail folder by your email/internet service provider. Simply uncheck the email folder containing Farmers & Merchants State Bank and unmark it, this will usually let your email be received to your "Inbox". As a Farmers & Merchants State Bank Online Banking customer, you have chosen a personal User Name, Password and security questions which allows you access to our service. You are responsible for keeping your User Name, Password and security questions confidential and for ensuring that you have logged out when your session is complete to prevent unauthorized access. It is your responsibility to contact us if you know or suspect unauthorized use of your User Name, Password and security questions. Review our Online Banking Agreement and Disclosure for further information. You agree to provide true, accurate current and complete information about yourself as requested, and not misrepresent your identity. You understand that you have a duty to exercise reasonable promptness in examining the eStatement for unauthorized transactions, posting errors, etc. The statute of limitations governing these responsibilities will commence at the time the Bank sends you the email notification that your eStatement is available. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appears as outlined in our Electronic Fund Transfer Disclosure. You agree that Farmers & Merchants State Bank's security procedures are commercially reasonable.

Termination or Equipment Failure In the event of equipment failure or email delivery error, you may request a paper copy of your statement or other disclosures at no charge, simply contact our Customer Service Department at 1-888-478-3007. If an email is returned undeliverable for any reason, Farmers & Merchants State Bank will make an attempt to contact you via phone, if no contact can be made, we will resume the paper delivery of your statement and other disclosures via U.S. Postal Service immediately and paper statement fee will be assessed each statement cycle. If you wish to discontinue this service, you may send your request in writing to Farmers & Merchants State Bank, P.O. Box 96, Waterloo, WI 53594 or by visiting one of our branch offices. Please allow us 30 calendar days from the date of delivery to implement your request. . Termination of this agreement will result in paper account statements and disclosures being mailed to the address we have on file for you and will not affect the legal validity of the disclosures or correspondence already given. Farmers & Merchants State Bank has the right to rescind this agreement at any time and for any reason without advance notice.

Disclosures Federal law requires that we obtain your consent before providing required account disclosures electronically. Therefore, your acceptance of this Agreement provides consent to us to deliver your required disclosures electronically. A copy of our disclosures may be viewed by accessing Farmers & Merchants State Bank Online Banking website, www.FandMstbk.com. These include but are not limited to: Electronic Funds Transfer, Funds Availability, USA Patriot Act and Privacy Statement.

Privacy Our privacy policy that has been previously provided to our customers will apply to this service and the policy is incorporated into and made part of this Farmers & Merchants State Bank Electronic Communications Agreement. Your email address will be used in accordance with the Bank's privacy statement to delivery notification to you; your email address will not be sold or otherwise provided to third parties.

Changes in Terms of Use Farmers & Merchants State Bank reserves the right to modify this Agreement at any time, including any changes in hardware or software required to access documents. Any modifications to this service shall be effective the date provided within the notification posted on our website: www.FandMstbk.com.

Liability Farmers & Merchants State Bank does not guarantee the delivery of any email notification, nor liability for losses or damages arising from non-delivery, delayed or missed delivery. Factors affecting these email notifications are solely between you and a Third Party that you designate, such as an Internet Service Provider and Phone company. We make no representations or warranties whatsoever with regard to Third Party Service Providers products or services. Likewise, Farmers & Merchants State Bank makes no warranty of any kind, express or implied that our eStatement delivery will be uninterrupted or error free. We do not and cannot warrant that Farmers & Merchants State Bank will operate without error, or that eStatements will be available at all times. You agree that neither we nor our suppliers or our directors, officers or employees be held liable for any technical, hardware or software failure of any kind, any interruption in the availability of our service, any delay in operation or transmission, any incomplete or garbled transmission, computer virus, loss of data or other similar loss. To the extent we may have breached any term of this consent and agreement, you agree that your sole remedy is to discontinue use of this service. The laws of the State of Wisconsin shall govern this Agreement. You acknowledge that you have reviewed this Agreement, understand the terms and conditions set forth herein, and agree to be bound hereby.

Communications You may contact us:

Phone:	1.888.478.3007
Facsimile:	920.478-9642
Postal Mail:	P.O. Box 96 Waterloo, WI 53594
Web-Site	www.FandMstbk.com