



Electronic Statement (eStatement), Notices, and Disclosures- Consent Agreement

This Consent Agreement (“Agreement”) between Farmers & Merchants Bank (“Bank”) and customer (“Customer”) authorizes Bank to send statements, notices, and disclosures for selected accounts to Customer via electronic delivery (sometimes referred to herein as the “Service”), rather than in paper form.

Scope of Communications to Be Provided in Electronic Form

Customer agrees that Bank may provide Customer with any communication in electronic format, and that Bank may discontinue sending paper communications to Customer, unless and until Customer withdraws their consent as described below. Customer’s consent to receive electronic communications and transactions includes, but is not limited to:

- Notices or disclosures about a change in terms to Customer’s accounts or associated payment features;
- Any notice or disclosure regarding an account or fees for products or services, such as a periodic statement, fee change, interest rate change, late fee, an over limit fee, an item return fee, or a stop payment order fee;
- Notices and disclosures that are required to be provided to Customer in writing by the Truth in Lending Act, Equal Credit Opportunity Act, Fair Credit Reporting Act, Gramm Leach Bliley Act, Real Estate Settlement Procedures Act, ServiceMembers Civil Relief Act, Truth in Savings Act, Electronic Fund Act, Funds Availability Act, or by any other applicable federal or state laws and regulations; and
- Privacy policies and notices (by posting such notices on Bank’s website).

Notice of Availability

Bank may deliver future communications or notices electronically by posting the notice or a link to the notice on Bank’s website or by sending the notice to the email address that Customer has provided to Bank. Bank may continue to mail information to Customer, including information that Customer has authorized Bank to provide to Customer electronically.

Customer’s Responsibility

Customer is responsible for providing Bank with updated contact information, such as changes in Customer’s e-mail address. Each statement period Bank will send Customer an electronic notice informing Customer that their statement is available and can be accessed through their online banking account.

Customer agrees that they have a duty to exercise reasonable promptness in examining the electronic statement and the items referenced therein to determine whether any payment was not authorized. The time limitations applicable to these responsibilities will commence at the time Bank sends Customer the e-mail notification that Customer's statement is available.

Customer's Right to Withdraw Consent for Electronic Delivery

Customer has the right to withdraw their consent to receive statement(s) electronically at any time by canceling their enrollment in the Service through their online banking account.

Customer's account will be subject to the terms and conditions applicable to that account type.

Security

Certain risks are associated with the transmission of confidential information through the internet including, but not limited to, unauthorized access, system outages, delays, and disruptions in telecommunications services and internet. Alert notices sent to Customer by email are an unencrypted, automatic alert. Although the alert is not intended to contain personally identifiable confidential financial information, it may contain in its design part or all of Customer's name or other identifier, which could be seen or intercepted by others if delivered to Customer business address or other computers or electronic devices not exclusively under Customer's control. Customer agrees to not respond to the notice by return email, or use it to request information, services, paper copies or other information, or to revoke the Service. Bank will not be responsible to act upon requests made in that manner.

One of the main security features guarding the use of online banking is the unique combination of Customer's online banking ID and password. It is important that Customer protect the security of their ID and password by keeping them secret. By entering into this Agreement and using online banking, Customer agrees to protect the security of their online banking ID and password, and the security of any other numbers, codes, marks, signs, keys, or other means of identifying Customer as an online banking user that may be devised or established from time to time.

Availability of Service

Access to the Service may be unavailable at certain times for the following reasons: (1) scheduled maintenance, (2) unscheduled maintenance, or (3) system outages caused by uncontrollable events such as, but not limited to, earthquakes, fires, floods, other natural disasters, computer failures, interruptions in telecommunication services, and electrical outages that may cause system unavailability. Bank will make all commercially reasonable efforts to ensure the availability of the Service, but Bank is not liable for the unavailability of the Service or any consequential damages that may result therefrom.

Privacy Policy

Bank's privacy policy (that has been previously provided to Customer) will apply to the Service and the policy is incorporated and made a part of this Agreement.

Agreement & Consent

By clicking the "I Agree" button below, Customer is authorizing Bank to provide notices and to deliver statements for the identified account(s) by electronic means.

Customer agrees that by requesting electronic delivery, Customer will NOT receive statements in paper form delivered by regular United States Postal Service mail unless Customer exercises their right to revoke their consent to electronic delivery.

Also, Customer's electronic statement will contain the check image page. Bank retains the right to discontinue the Service at any time. Bank may discontinue the Service for any reason, including if the e-mail notice to Customer is returned undeliverable. Should the Service be discontinued, Bank will resume paper delivery of Customer's statements via the United States Postal Service and Customer's account will be subject to the terms and conditions applicable to that account type.

If this is a business account, by clicking "I Agree", Customer is also agreeing that they are authorized to enroll the business account in the Service .

Customer agrees that Bank retains the right, to the extent permitted by law, to amend this Agreement in the future by providing Customer with written notice of such changes to Customer's last known email address. In the future, should Bank, by law or regulation, be permitted to deliver any additional notices or disclosures to which Customer is entitled (besides those specifically listed herein) Customer hereby agrees to receive such notices or disclosures in electronic format sent to Customer's last known email address. Customer may obtain the most recent version of this Agreement by visiting Bank's website (www.fmbankva.com) or requesting a copy within Bank's online banking system via Bank's messaging service. Customer's continued use of the Service is Customer's agreement to any amendment(s) to this Agreement.

By completing the information in the Electronic Statement (eStatement), Notices, and Disclosures - Consent Agreement, Customer agrees to the terms and conditions in the Agreement.