

CONSUMER INTERNET BANKING SERVICE AGREEMENT

This Consumer Internet Banking Service Agreement ("Agreement"), which includes the Fee Schedule and Enrollment Form, is a contract which establishes the rules which cover your electronic access to your accounts at **Farmers Bank of Northern Missouri** ("BANK") through the Internet Banking System. By using the Internet Banking System, you accept all the terms and conditions of this Agreement. Please read it carefully.

The terms and conditions of the deposit agreements and disclosures for each of your Farmers Bank of Northern Missouri accounts, as well as your other agreements with Farmers Bank of Northern Missouri, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of **Missouri** (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and Farmers Bank of Northern Missouri's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Enrollment Form and Fee Schedule, constitutes the entire agreement between you and Farmers Bank of Northern Missouri with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

1. **Definitions** - As used in this Agreement, the words "we", "our", "us" and "BANK" mean Farmers Bank of Northern Missouri. "You" and "your" refer to the "ACCOUNT HOLDER" authorized by Farmers Bank of Northern Missouri to use the Internet Banking System under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through the Internet Banking System. "Account" or "accounts" means your accounts at Farmers Bank of Northern Missouri. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from your Farmers Bank of Northern Missouri accounts using the Internet Banking System including bill payments. "Internet Banking System Services" means the services provided pursuant to this Agreement, including the Bill Payment Service. "Business days" means Monday through Friday. Holidays are not included.
2. **Access** - To use the Internet Banking System, you must have at least one checking account at Farmers Bank of Northern Missouri, acquire the computer hardware and software required to access the Internet Banking System, access to Internet service, and an e-mail address. The Internet Banking System can be used to access only the Farmers Bank of Northern Missouri accounts with the social security number that you have designated on your Enrollment Form. Access to your accounts through the Internet Banking System will be based upon the identification of users and authority levels specified by you on your Enrollment Form. We undertake no obligation to monitor transactions through the Internet Banking System to determine that they are made on behalf of the accountholder.
3. **Internet Banking System Services** - You can use the Internet Banking System to check the balance of your Farmers Bank of Northern Missouri accounts, view Farmers Bank of Northern Missouri account histories, transfer funds between your Farmers Bank of Northern Missouri accounts, make stop payment requests, view checks, change your e-mail address, and pay bills from your Farmers Bank of Northern Missouri account in the amounts and on the dates you request.
4. **Hours of Access** - You can use the Internet Banking System seven days a week, twenty-four hours a day, although some or all the Internet Banking System services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the Farmers Bank of Northern Missouri web site.
5. **Your Password** - For security purposes, you are required to change your password upon your initial login to the Internet Banking System. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon 3 unsuccessful attempts to use your password, your access to the Internet Banking System will be revoked. To re-establish your authorization to use the Internet Banking System, you must contact us to have your password reset or to obtain a new temporary password.

We require that you create a password that utilizes both upper and lower case alpha, special, and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

6. **Security** - You understand the importance of your role in preventing misuse of your accounts through the Internet Banking System, and you agree to promptly examine your paper, or electronic statement for each of your Farmers Bank of Northern Missouri accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information alone, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via the Internet Banking System is encrypted in an effort to provide transmission security and the Internet Banking System utilizes identification technology to verify that the sender and receiver of the Internet Banking System transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the Internet Banking System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Farmers Bank of Northern Missouri Internet Banking System, or e-mail transmitted to and from us, will not be monitored or read by others.
7. **Fees and Charges** - You agree to pay the fees and charges for your use of the Internet Banking System Services as set forth in the current fee schedule. You agree that all such fees and charges will be deducted from the Farmers Bank of Northern Missouri checking account designated as the "Primary Checking Account" on your Enrollment Form. If you close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of the Internet Banking System.

8. Balance Reporting – Farmers Bank of Northern Missouri shall provide you, subject to the terms and conditions contained in the Agreement, with the service(s) that you requested as specified on the Enrollment Form which is made a part of this Agreement.

Farmers Bank of Northern Missouri shall provide prior day and memo post balance and transaction information on your Bank account(s). Farmers Bank of Northern Missouri shall not be responsible for the accuracy and timeliness of the delivery of any information furnished to the Internet Banking System by other reporting banks.

9. Book Transfer – You agree that given the size, type and frequency of the intra-Bank transfers, which you intend to make, the following procedures are commercially reasonable. You agree that Farmers Bank of Northern Missouri may solely rely on these procedures to verify the authenticity of your transfer requests. You agree to be bound by any transfer requested in its name and which is in compliance with such procedures whether actually authorized or not. The procedures are as follows:

A. You are responsible for the input and verification of all information onto the Internet Banking System. Bank shall have no responsibility to determine the accuracy of such information. Should there be any conflict between account number and account name, the account number shall prevail. Farmers Bank of Northern Missouri shall be entitled to rely upon any book transfer request reasonably believed by Farmers Bank of Northern Missouri to have been input by you or your authorized users specified in the Enrollment Form.

B. Bank cut-off time for book transfer requests is **3:00 p.m. (CST)**, after which time such requests will be processed the next business day. Recurring transfer's requests can be made until **4:45 p.m. (CST)**.

C. Farmers Bank of Northern Missouri may, in its sole discretion, reject any transfer request if there are insufficient Available Collected Balances in your authorized account(s) as specified on your Enrollment Form; or the transfer request (1) is not authenticated to Bank's satisfaction or which Bank, in good faith, believes may not be authorized by you; (2) contains incorrect, incomplete or ambiguous information; or (3) involves funds subject to a lien, hold, dispute or legal process which prevents their withdrawal. Bank shall incur no liability for any loss to you or to any third person occasioned by Bank's refusal to make such transfer.

D. Farmers Bank of Northern Missouri shall not be responsible for any loss or liability arising from: Your negligence or breach of this Agreement; any ambiguity or inaccuracy in any book transfer request or in the information set forth in this Agreement given to Bank by you; or from any error, failure or delay in the execution of a book transfer, including without limitation any inoperability of computer or communication facilities, or other circumstances beyond the Bank's reasonable control.

E. Types of Transfers:

- Transfer funds between your checking and savings accounts.
- Loan Payments
- Make bill payments to third parties.

F. LIMITATIONS – With a Savings account and Money Market account you may make six (6) transfers from your account each four (4) week or similar period, if by preauthorized or automatic transfer, or telephone (including date transmission) agreement, order or instruction. Three (3) of these transfers may be made by check, draft, debit card or similar order (including POS transactions), made by the depositor and payable to third parties. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds being held until the hold expires.

10. Posting of Transfers – Express Transfers initiated through the Internet Banking System before **3:00 p.m. (CST)** on a business day (defined as Monday through Friday, holidays not included) are posted to your account the same day. Transfers completed after **3:00 p.m. (CST)** on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. The Internet Banking System identifies transfers based upon the login ID of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the View Postings screens in both the Transfer and Bill Payer menu options of the Internet Banking System will not reflect transfers made by multiple users from the same account if different login IDs are used. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

Recurring Transfers initiated through the Internet Banking System before 4:45 p.m. (CST) on a business day (defined as Monday through Friday, holidays not included) are posted to your account the same day. Transfers completed after 4:45 p.m. (CST) on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

11. Overdrafts (Order of Payments, Transfers, and other Withdrawals) - If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

A. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;

B. Electronic fund transfers initiated through the Internet Banking System which would result in an overdraft of your account may, at our discretion, be canceled;

C. In the event the electronic fund transfers initiated through the Internet Banking System which would result in an overdraft of your account are not canceled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

12. Internet Banking System Bill Payment Service - You must designate the Farmers Bank of Northern Missouri account (Primary Account) from which the payments are to be made; the complete name of the payee, the account number, and the payee's remittance address, all exactly as shown on the billing statement or invoice; the amount of the payment; and the date you want the payment to be delivered by. By using the Internet Banking System Bill Payment Service option, you agree that, based upon instructions received under your password, we can charge your designated account by electronic transfer, "no signature required draft", or by debiting and remitting funds on your behalf. You also agree that your first Internet Banking System Bill Payment will be charged to your Primary Checking Account. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly.

13. Scheduling the Internet Banking System Payments - If the payee is to be paid by paper check (as indicated on the Bill Payment system), you understand and agree that paper checks are mailed to the payee and the payee may not receive the payment due to postal delays. If the payee is to be paid electronically (as indicated on the Bill Payment system), you understand and agree that the payee may not receive the payment until 72 hours after the date the payment is debited from your account. You understand and agree that we are not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party such as the failure of the bill payment payee to properly post a payment to your account.
14. How to Cancel a Bill Payment - To cancel a bill payment that you have scheduled through the Internet Banking System, you must cancel the payment online via the Internet Banking System (by following the onscreen instructions). The date and time of the cancelation will vary depending on the type of payment.
15. Stop-Payment Requests – The Internet Banking System allows you to: (1) place a stop payment order request of up to 14 days in duration; (2) cancel an existing stop payment order; or (3) determine the paid status of a check. Any stop payment placed on the Internet Banking System shall automatically expire at the time designated by you – not to exceed six (6) months from date of the placement of the stop payment order by you.
- A. You agree to indemnify Farmers Bank of Northern Missouri against any loss for the amount of said check and all expenses, costs and consequential damages, if any, incurred by Farmers Bank of Northern Missouri because of refusing payment pursuant to your stop payment order. You agree not to hold Farmers Bank of Northern Missouri liable on account of payment contrary to your stop payment order if same occurs through inadvertence, accident or oversight, or if by reason of such payment other items drawn by the undersigned are returned insufficient. You agree that any stop payment placed on any check issued on your accounts designated on the Enrollment Form may be relied upon by Farmers Bank of Northern Missouri to have been placed by an agent of you duly authorized to place the stop payment, and Farmers Bank of Northern Missouri shall have no duty or obligation to verify either the authenticity of the stop payment order request or the authority of the person placing it.
- B. You may initiate stop-payment requests online via the Internet Banking System only for paper checks you have written (non-electronically) on your Farmers Bank of Northern Missouri accounts (not the Internet Banking System bill payer paper drafts.) Online stop-payment requests are processed on the business day following the date the stop payment has been requested online. To be effective, this type of stop-payment request must precisely identify the account number, name of the payee, the check number, the amount, the date of the check, and the reason for stop payment. Bank shall have no responsibility to determine the accuracy of such information. Bank shall provide you notice of the actual stop payment of a check by making such information accessible to you online via the Internet Banking System.
- C. If you make your stop-payment request online or by telephone, we may also require you to put your request in writing and get it to us within 14 days after you call. Any stop payment placed in writing shall automatically expire at the time designated by you for recurring ACH payments – or six (6) months from date of the placement of the stop payment order by you.
- D. You will incur stop-payment charges as disclosed in the current fee schedule for the applicable account. Stop-payment charges for the Internet Banking System bill payment paper drafts will be assessed in addition to the stop-payment charges for the applicable account.
- E. **PREAUTHORIZED ELECTRONIC FUND TRANSFERS – Right to Stop Payment and procedures for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at **(800) 515-3266**, or write us at **1604 Main St. Unionville, MO 63565**, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.
- Notice of varying amounts:* If these regular payments vary in amounts, the company you are going to pay will tell you ten (10) days in advance the amount and date to be paid.
- Liability for Failure to Stop Payment of Preauthorized Transfer.* If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
16. 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, or
 - In order to comply with government agency or court orders, or
 - If you give us your written permission.
17. Periodic Statements - You will not receive a separate Internet Banking System statement. Transfers to and from your accounts using the Internet Banking System will appear on the respective periodic paper statements for your Farmers Bank of Northern Missouri accounts.
18. Change in Terms - We may change any term of this Agreement at any time. If the change would result in increased fees for any Internet Banking System service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the Farmers Bank of Northern Missouri web site or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject Internet Banking System Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.
19. In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments - Telephone us at **(800) 515-3266**, or write us at **1604 Main Street, Unionville, MO 63565** as soon as you can, if you think your paper statement is wrong, or if you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after we sent the FIRST paper statement on which the problem or error appeared. When you contact us:
- A. Tell us your name and account number (if any).
- B. Describe the error or 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.

- C. Tell us the dollar amount of the suspected error.
- D. If the suspected error relates to a bill payment made via the Internet Banking System Bill Payment Service, tell us the account number used to pay the bill, payee name, the date the payment was sent, payment amount, ID number, and the payee account number for the payment in question. (This information appears on the Bill Payment View Posting Screen.)

If you contact us orally or by e-mail, we may require that you send us your complaint or question in the form of a paper writing by postal mail or fax within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (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 in the form of a paper writing within ten (10) business days, we may not credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (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.

20. Our Liability for Failure to Make a Transfer - If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance:

- A. If, through no fault of ours, you do not have enough money in your account to make a transfer.
- B. If a legal order directs us to prohibit withdrawals from the account.
- C. If your account is closed, or if it has been frozen.
- D. If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
- E. If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- F. If any electronic terminal, telecommunication device, or any part of the Internet Banking System electronic funds transfer system is not working properly and you knew about the problem when you started the transfer.
- G. If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment.
- H. If you have not properly followed the on-screen instructions for using the Internet Banking System.
- I. Postal Delays.
- J. If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

21. Your Liability for Unauthorized Transfers - CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission (See Communications Between the Farmers Bank of Northern Missouri and You listed below). An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any). If you contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission.

If you do NOT contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as \$500.

Also, if your paper statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the paper statement was mailed to you, you may not get back any money you lost through transactions made after the 60 day time period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from contacting us, we will extend the time periods.

22. Disclaimer of Warranty and Limitation of Liability - We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the the Internet Banking System Services provided to you under this Agreement. We do not and cannot warrant that the Internet Banking System will operate without errors, or that any or all the Internet Banking System Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to the Internet Banking System, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Farmers Bank of Northern Missouri and its affiliates exceed the amounts paid by you for the services provided to you through the Internet Banking System.

23. Your Right to Terminate - You may cancel the Internet Banking System service at any time by providing us with written notice by postal mail or fax. Your access to the Internet Banking System will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

24. Our Right to Terminate - You agree that we can terminate or limit your access to the Internet Banking System Services for any of the following reasons:

- A. Without prior notice, if you have insufficient funds in any one of your Farmers Bank of Northern Missouri accounts. The Internet Banking System service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.

- B. Upon 3 business days notice, if you do not contact us to designate a new Primary Checking Account immediately after you closed your Primary Checking Account.
- C. Suppression of unauthorized access or fraud.
- D. Upon reasonable notice, for any other reason in our sole discretion.

25. Communications Between the Farmers Bank of Northern Missouri and You - Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- A. E-mail -You can contact us by e-mail at the “**Contact Us**” section of our website at **Onlinefarmersbank.com**
 - a. (Please note that banking transactions through the Internet Banking System are not made via e-mail.)
 - b. (Password resets or online activation are not made via e-mail)
- B. Telephone - You can contact us by telephone at **(800) 515-3266**
- C. Facsimile - You can contact us by fax at **(660-) 947-3840**
- D. Postal Mail - You can write to us at:
Farmers Bank of Northern Missouri
1604 Main Street
Unionville, MO 63565
- E. In Person - You may visit us in person at any one of our locations:

1604 Main St. Unionville, MO 63565	22899 HWY M Mercer, MO 64661	1801 E. 28th St. Trenton, MO 64683	3601 Miller Street. Bethany, MO 64424	1415 Washington Street Cainsville, MO 64632
200 West Maple St. Centerville, IA 52544	121 West Jackson St. Gallatin, MO 64640	205 N.W. Church Street Leon, IA 50144		

26. Consent to Electronic Delivery of Notices - You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Farmers Bank of Northern Missouri the Internet Banking System web site or by e-mail. You agree to notify us immediately of any change in your e-mail address.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above set forth.

<p>_____</p> <p style="text-align: center;">"ACCOUNT HOLDER"</p> <p>By _____</p> <p>Date _____</p>	<p style="text-align: right;">Farmers Bank of Northern Missouri</p> <p>_____</p> <p style="text-align: center;">"Bank"</p> <p>By _____</p> <p>Title _____</p> <p>Date _____</p>
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Farmers Bank of Northern Missouri

First Time Log in Information Needed

Social Security Number _____

First Name: _____

Last Name: _____

E-Mail Address: _____

Account Number: _____

Account Type: _____

Security Question: (Favorite Color) _____

Security Answer: _____

User Name: (6 to 17 characters) _____

Password: (8 to 17 characters, 1 upper case, 1 lower case and one special character)

You will change your password the first time you log on to online banking.