

This agreement is entered into between Farmers & Merchants Bank (referred to as "bank", "we", "us", or "our") and the person(s) named below (referred to as "user", "you", or "your") for the purpose of using the Net Banker and/or BillPayer (referred to as "online services"). If you use online services or permit another to use online services on your behalf, you agree to the terms and conditions stated in this agreement and the Net Banker Terms & Conditions paper(s).

Services Requested:

Net Banker

Access account balances, transfer money, and conduct common banking tasks online. Some restrictions may apply; see Net Banker Terms & Conditions paper(s) for more information. User agrees to all of the conditions listed in the Net Banker Terms & Conditions paper(s).

Net Banker with BillPayer

All of the features of Net Banker, plus the ability to send payments to any individual or company in the United States. User agrees to all of the conditions listed in the Net Banker Terms & Conditions paper(s). Funds will be deducted from the checking account specified below to pay any fees related to this service. A fee of \$4.95 will be deducted from the user's account each month, with the first 6 months of service at no charge.

BillPayer Checking Account Number _____

1.) Account Holder Information

If the account(s) is in the name of a business/organization, a signer authorized by the resolution should complete and sign this form.*

Primary Account Holder's Name or Business Name

***Name of authorized signer for business/organization**

Secondary Account Holder's Name

E-mail Address

Address

City

State

Zip

(_____) _____
Phone Number

**** Mother's Maiden Name of Primary Account Holder**

**For security purposes the mother's maiden name of the primary account holder is required. This is required in the event that the user would need to contact the bank or the bank's authorized agent for questions or concerns regarding their Net Banker or BillPayer. The Bank or the bank's authorized agent can not be held responsible for lost or stolen security words, pins, ids, or other access codes. If you feel that these things have been lost or stolen, contact the Bank immediately.

2.) Account Numbers

Please list the account numbers for the accounts that you wish to view using Net Banker, this may include any type of account at the Bank. All of the accounts listed below (excluding certificates, savings clubs, loan accounts, and safe deposit boxes) will have the option to transfer funds to and from each account. Only accounts from which the User is owner or co-owner should be listed below.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3.) Service Agreement

By signing below, I request to be enrolled in Net Banker and/or BillPayer as specified on this form, and that such services will be linked to my accounts as indicated above. I further acknowledge that I have received a copy of the Net Banker Terms & Conditions paper(s) and agree to be legally bound by the terms and conditions of these agreements. As well as and not limited to any amended changes made from time to time at the sole discretion of the Bank or the bank's authorized agent. I understand that the Bank or the bank's authorized agent is not required to notify me of changes made to the Net Banker Terms & Conditions paper(s). I furthermore understand that the Bank or the bank's authorized agent is not required to provide notification to the User if service is terminated. I hereby authorize the Bank or the bank's authorized agent to deduct any fees related to the Net Banker from my account. I understand that account security for Net Banker is controlled by the Net Banker ID and password that is assigned to me by the Bank. I agree to protect my ID and password and to hold the Bank harmless from any unauthorized use. Any information downloaded by the User becomes property and responsibility of the User. Accounts listed above must have at least one of the signatures below as a signer on the account. If the account(s) is setup as an AND account, then both (or more, depending on the account) of the owners must sign below. If more than one person signs below, each person will have FULL ACCESS to all of the accounts listed above and will be able to (but is not limited to) do the following: view account information, and transfer funds in to and out of any of the above accounts (excluding transfers out of: certificates, savings clubs, loan accounts, and safe deposit boxes) without the consent or knowledge of any other person. Each person signing below understands and acknowledges the fact and expressly assumes all risk in connection with such access. The Bank and the bank's authorized agent will have no liability whatsoever for any cost, losses or damages arising directly or indirectly out of such access (this includes but is not limited to phone charges imposed by your phone carrier). Each person signing below appoints every other person signing below as his or her agent for all purposes with respect to Net Banker and BillPayer. The Federal Electronic Funds Transfer Act ("EFTA") and its implementing regulation, Regulation E ("Reg E"), govern some of the transactions permitted through Net Banker or BillPayer. Some of the terms and conditions of the agreement are disclosures required by Reg E. Federal Reserve Regulation D limits pre-authorized, automatic, telephone and any other electronic transfers, withdrawals, and payments from savings and money market accounts to a total of 6 per statement cycle, per account. If the BillPayer option is elected, then the User hereby authorizes the Bank or the bank's authorized agent to serve as User's agent in making payments to payees for user, as user may authorize from time to time. User also authorizes the Bank or the bank's authorized agent to post such payments and or fees to user's account. User will be notified via postal mail of their Net Banker ID after this enrollment form has been processed. To apply for Billpayer, mark the appropriate box under the Services Requested section of this form. Check payments should be scheduled at least 10 business days in advance of when you wish the payment to actually be posted to the payee. Electronic payments should be scheduled at least 5 business days in advance of when you wish the payment to actually be posted to the payee. The Bank's Authorized agent will determine if a payee is available for electronic or check payment. The user may see how a payment is being sent by viewing the payee listing. The money from payments made through BillPayer will be deducted from the checking account specified at the time of payment setup when either the check clears the specified checking account (if payment type is check), or during electronic payment processing times as described in the Net Banker Terms & Conditions paper(s). User is responsible for entering, updating, and deleting BillPayer information (including but not limited to dates, payee, recurring payments, and addresses). If funds are not available for payments or fees, the User will be charged a non-sufficient funds fee (refer to Net Banker Terms & Conditions paper(s) for more information). The Bank or the bank's authorized agent reserves the right to terminate or change this agreement and User's access to Net Banker and/or BillPayer at any time without prior notice.

Primary Account Holder's Signature / Authorized Signer

Date

Secondary Account Holder's Signature / Authorized Signer

Date

Third Account Holder's Signature / Authorized Signer

Date

FOR BANK USE ONLY

Bank Employee/Branch: _____

Date Keyed: _____

Online ID: _____

Keyed by: _____

Net Banker Terms & Conditions

1. **GENERALLY.** The following provisions represent additional terms and conditions comprising part of the Net Banker Enrollment Form. The terms "user", "you", and "your" refer to the customer. The terms "bank", "we", "us", and "our" refer to Farmers & Merchants Bank of Western Pennsylvania, N.A. (Member F.D.I.C.) and or its authorized agents. The term "online" collectively refers to Net Banker and BillPayer. The term "business day" is defined as a calendar day other than Saturday, Sunday or federal holidays.

2. **PROHIBITED USE.** User agrees that the following uses of online are strictly prohibited:

- A. Unauthorized communication of any charge or credit-card information belonging to any other person or entity;
- B. Unauthorized communication of any information concerning any password or other on-line access number, code or identification or any other proprietary information belonging to any other person or entity;
- C. Use of online to copy or distribute or transmit copies of copyrighted materials belonging to any other person or entity is permitted only to the extent that the owner has provided express permission to the user permitting such activity. Copying, distributing, or transmitting copyrighted materials other than with permission as specified above is expressly prohibited;
- D. Communicating any obscene or defamatory information, including but not limited to, on bulletin boards or in conjunction with e-mail; or
- E. Use of online in violation of any telecommunication, postal, or other local or federal laws or regulations of the user's country of origin or of the United States or in furtherance or in the commission of any crime or other unlawful or improper purpose.

3. **CONFIDENTIAL INFORMATION.** User further agrees and understands that transmission of confidential business and sensitive personal information is at user's sole risk.

4. **MONITORING.** Bank reserves the right to monitor and review transmissions on-line and in storage, and to remove or reject any material which bank, at its sole discretion, believes may be unlawful or objectionable, without prior notice to user.

5. **INFORMATION AUTHORIZATION.** User authorizes bank to obtain a credit report at its own expense through an authorized credit bureau. Upon request, bank will inform user of the names and addresses of any credit bureau which have provided bank with such reports. In addition, you agree that bank reserves the right to obtain financial information regarding your account(s) from a merchant or other institution.

6. **ACCESS CODES.** The Net Banker ID and password (collectively referred to as "access codes") are issued to the user for security purposes. The access codes identify user, authenticate, and validate directions given as would user's actual signature. You, therefore, must take every precaution to ensure the safety, security, and integrity of your accounts and transactions with online. The following guidelines should assist you in these efforts:

- A. Do not give or disclose any part of your access codes to anyone, including any bank employee, particularly while on the telephone or on-line while using the Internet.
- B. Do not leave your account information out in an open area accessible by others, including your computer screen.
- C. Do not send your access codes or privileged account information over any public or general e-mail system.
- D. Do not leave your computer unattended while you are connected.

7. **INDEMNIFICATION.** User agrees to indemnify and hold bank harmless from any unauthorized transactions resulting from user's disclosure of access codes to any individual. User agrees to indemnify, hold harmless, and defend bank from and against any and all liability (including, but not limited to, reasonable attorney fees) at user's sole expense, arising from user's failure to abide by the Net Banker Terms & Conditions.

8. **UNAUTHORIZED TRANSACTIONS.** Notify us at once if you believe your access codes have been lost or stolen. Telephoning the bank is the best way of keeping your possible losses down. If you notify us within two (2) business days, your liability will be \$50 or less if someone used your access codes without your permission. However, your liability can be as much as \$500 if you do not notify the bank within 2 business days of discovering the unauthorized use. If your statement shows transactions that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost, if we can prove that we could have stopped someone from taking the money had you told us in time. Exceptions for extended period of notification may apply for emergency situations such as an extended trip or extended hospital stay. If you believe your access codes has been lost or stolen or that someone has transferred or may transfer money from your account without permission, call the bank at 724-543-1125 or write the bank at Farmers & Merchants Bank of Western PA PO Box 958, 222 Market Street, Kittanning, PA 16201.

9. **LIABILITY.** BANK AND ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO ONLINE, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER BANK, NOR ITS SUPPLIERS, ASSUME ANY RESPONSIBILITIES WITH RESPECT TO USER'S USE THEREOF. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BANK OR ITS SUPPLIERS OR ANY OF THEIR EMPLOYEES SHALL CREATE A WARRANTY, AND USER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. THE FOREGOING CONSTITUTES BANK'S SOLE AND EXCLUSIVE LIABILITY TO USER WITH RESPECT TO USER'S USE OF THE ONLINE SERVICES. BANK IS NOT LIABLE FOR THE PSEUDO NAMES THE USER SELECTS.

10. **ACCOUNT INFORMATION.** The user may view information on any type of account at bank. Transactional information for your accounts will be available from bank for a period of no more than 90 days prior to the date of inquiry.

11. **PERIODIC STATEMENTS.** Your online payments and transfers will be indicated on monthly statements we provide or make accessible by mail or delivery service. We may provide or make accessible to you statement information electronically or by some other means. You agree to notify us via postal mail or telephone promptly if you change your address or if you believe there are errors or unauthorized transactions on any statement, or statement information.

12. **TRANSACTION LIMITS.** Bank reserves the right to limit the frequency and dollar amount of transactions from your accounts for security reasons as bank may determine at any time and from time to time in its sole discretion without prior notification. Federal Reserve Regulation D limits pre-authorized, automatic, telephone and other electronic transfers, withdrawals, and payments from savings and money market accounts to a total of 6 per statement cycle, per account.

13. **STOP PAYMENTS.** Under the "electronic funds transfer act" ("EFTA"), you have certain stop-payment rights and obligations for "pre-authorized electronic funds transfers" ("PEFTs"). PEFT is an electronic funds transfer that is authorized in advance and is scheduled to recur on a periodic basis. One-time transfers authorized in advance, however, are not PEFTs. You can stop any PEFT by calling, writing, or completing, printing and forwarding the online stop payment form to us at least three (3) business days before the payment is scheduled to be made. If you stop payment by telephone, we may also require you to send us your request in writing within 14 days after you call or sign a stop payment request at the bank. The EFTA, however, does not obligate us to honor this request, and we do not guarantee that such a stop-payment will be made on time. You may have an opportunity to stop a one-time transfer authorized in advance by calling, writing, or completing, printing and forwarding the online stop payment form to us at least three (3) business days before the payment is scheduled to be made. Furthermore, you should realize that a one-time electronic transfer, once it is scheduled to be made in less than 3 business days, is irrevocable and cannot be stopped. Bank is not responsible for any stop payments incorrectly entered Online by the User resulting in said item being paid.

If User would like to place a stop payment on a physical item, user may do so by calling, writing, or completing, printing and forwarding the online stop payment form to us. There is no guarantee that the item will not be paid. This varies depending upon but not limited to: time of submission for stop payment, in-complete information, and if the item has already been paid. If you stop payment by telephone, we may also require you to send us your request in writing within 14 days after you call or sign a stop payment request at the bank. Bank or bank's authorized agent has twenty-four hours to hold the stop payment request from taking effect. A stop payment charge for each stop payment order will be applied to the appropriate account on the next processing date.

14. **FUNDS TRANSFER.** User agrees that:

- A. Bank shall have no duty to verify the identity of the person using valid access codes in a funds transfer;
- B. User indemnifies and holds bank harmless against any claims, demands, costs or expenses resulting from or arising out of any unlawful or unauthorized requests for funds transfer or in failing or refusing to make any requested transfers;
- C. Funds transfer requests will be accepted at any time provided all systems are operational. Funds transfer requests will be posted on a business day during regular processing hours. Funds transfer requests made after 4:30pm will not be posted until the NEXT business day. Funds transfer requests can be edited or deleted prior to 4:30pm on the day of posting. If sufficient funds are not available on the scheduled date then the transfer will continue to try to post until there is enough money in the account to process the request;
- D. Bank may discontinue this service at any time without prior notification;
- E. User will pay any applicable service charges for funds transfer;
- F. User may also make principal only payments to loans (some loans may not be available for transfer payments).

15. **BILLPAYER.** If user subscribes to BillPayer, user agrees to:

- A. A monthly fee for BillPayer will be deducted from the account designated for this service;
- B. The fee for BillPayer does not include any charge for other accounts or services provided by bank;
- C. When user authorizes a bill payment through BillPayer, user is authorizing bank or authorized agent to deduct the necessary funds from the account user specifies;
- D. User will instruct bank or authorized agent to make a withdrawal only when a sufficient balance is or will be available in user's specified BillPayer account at the time of withdrawal;

- E. Bank may not act on any withdrawal instruction from user if sufficient funds are not available in the BillPayer account user designated;
- F. If there are insufficient funds in user's designated checking account to pay any bills requested, or the fees or charges associated with paying those bills, then bank will not be responsible for paying those bills, nor will Bank be responsible for notifying user that the bills were not paid. The user is also subject to any fees that may occur from bank or bank's authorized agent;
- G. User is responsible for entering, updating, and deleting BillPayer information (including but not limited to dates, payee, recurring payments, and addresses);
- H. User will instruct Bank's authorized agent, using BillPayer, as to the dates and the amounts of each payment or series of recurring payments;
- I. Bank or bank's authorized agent, at its option, will make bill payments, either by electronic transfers or by mailing a check, depending on the payee;
- J. User must allow at least 10 business days for the payment to be sent and received by the payee. Money from payments will be deducted from the checking account specified at the time of payment setup when either the check clears the specified checking account (if payment type is check), or during electronic payment processing times. Payments are processed at 3am and 1pm Monday through Friday. Bank and bank's authorized agent is not responsible for fees that you may occur outside of bank due to nonpayment or late payment to creditors;
- K. If user wants to cancel a scheduled bill payment, user must do so before the payment processing time. Payment will only be canceled if the payment has not been sent by bank or bank's authorized agent at the time of the request. User is responsible for any fees that may occur;
- L. Banks authorized agent agrees to make every reasonable effort to ensure full performance of BillPayer, and to resolve problems that may arise on a timely basis. Bank, however, will not be responsible for nonperformance due to but not limited to acts of God, postal delays, processing errors or delays by the payee. Bank or bank's authorized agent will use reasonable efforts to ensure creditors reverse any service fee or late charge related to a payment processing error but cannot guarantee that such a fee or charge can be reversed. If a delay does occur, upon user's written request, bank or bank's authorized agent will investigate any payment which is not credited within ten (10) days of the scheduled payment date, and notify user of the results;
- M. Bank or bank's authorized agent will be responsible for acting only on those instructions via the BillPayer service, which are actually received and filled out completely. Bank or bank's authorized agent reserves the right to refuse a payment(s) at any time without prior notification;
- N. Bank or its authorized agent is not responsible if user incorrectly requests a payment to be made, or if user's payment instructions are not given sufficiently in advance to allow for timely payments or delays in postal service;
- O. Bank, without prior notice to user, may debit any payment account(s) to pay checks that you have not signed by hand or by a legally acceptable form of electronic signature (e.g. digital signature);
- P. Bank or bank's authorized agent reserves the right to discontinue BillPayer at any time without prior notification to user;
- Q. Bank or bank's authorized agent reserves the right to deny a request for BillPayer if user has been overdrawn any time in the past six months at time of request, or user does not have a current balance of \$50 or more in the desired BillPayer checking account at the time of request. User will be notified in writing if deny for request occurs;
- R. User may place a stop payment on an already processed check type payment by following normal stop payment procedures (see section 13 stop payments). A stop payment may not be placed on electronic payment types. User is responsible for any fees that may occur;
- S. User authorizes the bank or the bank's authorized agent to generate a check from the specified checking account on the user's behalf if a payment type is check.

16. **ERROR RESOLUTION.** In case of errors or questions about your transactions, please telephone bank at 724-543-1125. If you think your statement is wrong or if you need more information about a transaction listed on the statement, bank must hear from you no later than 60 days after it sends or delivers to you the FIRST statement on which the problem or error appeared. If you requested more information about a problem or error, bank must hear from you within 60 days after it sends or delivers that information to you.

- A. Tell us your name and account number(s).
- B. Tells us the type, time and date of the transaction and the dollar amount of the suspected error.
- C. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- D. For a bill payment, provide bank's authorized agent with the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, check number, and payee account number for the payment in question. More information maybe required depending on bank's authorized agent.

If you tell bank orally, bank may require that you send in your complaint or question in writing within then (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 bank or bank's authorized agent needs more time, however, it may take up to 45 days to investigate your complaint or question, in which case, bank will re-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 bank or bank's authorized agent to complete its investigation. If bank or bank's authorized agent asks you to put your complaint or question in writing and does not receive it within 10 business days, bank may not re-credit your account. If bank decides that there was no error, it will send you a written explanation within three (3) business days after it finishes its investigation. You may ask for copies of the documents that bank used in its investigation.

17. **BUSINESS DAYS AND HOURS OF OPERATION.** Online service is generally available 24 hours a day, 7 days a week. Bank only processes transactions and updates information on business days. Bank business days are Monday through Friday. Saturday, Sunday and holidays are not considered business days. Any transaction(s) made on a day that is not a business day will be credited, completed or made on the next business day.

18. **ASSIGNMENT.** Bank may assign its rights and delegate its duties under this agreement to a company affiliated with bank or to any other party.

19. **AMENDMENT.** Bank may amend this agreement at any time by sending notice to you by mail, or to the extent permitted by law, by e-mail or electronic communication, at least 21 days before the effective date of the amendment. Where the EFTA and REG E apply, notice is always required if the change would result in: (i) increased fees for the customer; (ii) increased liability for the customer; (iii) fewer types of available electronic fund transfers; (iv) stricter limitations on the frequency or dollar amount of transfers. If the EFTA and REG E apply, we are not required to give notice if an immediate change in terms or conditions is necessary to maintain or restore security of an account or an electronic fund transfer system. However, if such a change is permanent, and disclosure would not jeopardize security, we will notify you in writing on or within the next regularly scheduled periodic statement or within 30 days of making the change permanent. If the EFTA and REG E do not apply to a particular transaction, and other state or federal laws do not specify any notice or other requirements for an amendment, we will decide what kind of notice (if any) we will give you and the method providing any such notice. Your continued use of online is your agreement to any amendment(s) of this agreement.

20. **TERMINATION.** Either you, bank, or banks authorized agent may terminate this agreement and your online subscription at any time. User must provide bank with written notice to terminate. If you terminate online, you authorize bank to continue making transfers and bill payments you have previously authorized and continue to charge monthly fees until such time as bank has had a reasonable opportunity to act upon your termination notice. Once bank has acted upon your termination notice, bank will make no further transfers or payments from your account, including any transfers or payments you have previously authorized. If bank terminates your use of online, bank reserves the right to make no further transfers or payments from your accounts, including any transactions you have previously authorized. Bank is not obligated to notify user in advance of terminating this agreement.

21. **NO WAIVER.** Bank shall not be deemed to have waived any of its rights or remedies unless such waiver is in writing and signed by bank. No delay or omission on part of bank in exercising its rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

22. **CAPTIONS.** The captions of sections here of are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this agreement.

23. **GOVERNING LAW.** Regardless of where you access online, this agreement will be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania and the federal laws of the United States of America.

24. **ENFORCEMENT.** In the event either party brings legal action to enforce the agreement or collect overdrawn funds on accounts accessed under the agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. You consent and submit to personal jurisdiction in the Commonwealth of Pennsylvania. By doing so, you understand that any lawsuit filed against you by bank would take place in Pennsylvania.

25. **SEVERABILITY.** In the event that any one or more of the provisions of this agreement shall, for any reason, be held to be invalid, illegal or unenforceable, the remaining provisions shall remain valid and enforceable.

26. **NOTIFICATION.** Farmers & Merchants Bank of Western PA, PO Box 958, 222 Market Street, Kittanning, PA 16201. Phone: (724) 543-1125.

27. **MISCELLANEOUS.** We will be responsible for your actual losses if they were directly caused by bank's failure to complete or cancel a transfer as properly requested. However, there are some exceptions. We will not be liable, for instance, if: through no fault of ours, you do not have enough money in your account to make the transfer; the funds in your account were attached, or the transfer cannot be made because of legal restrictions affecting your account; the online systems were not working properly and you knew about the breakdown when you started the transfer; circumstances beyond our control such as interruption of telephone service or telecommunication facilities, or natural disaster such as a fire or flood prevent the transfer, despite reasonable precautions that we have taken; you have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the payee on a bill payment; you have not properly followed the instructions for using online; your operating system or software was not properly installed or functioning properly; or there may be other exceptions stated in this agreement. Bank's sole responsibility for an error in a transfer will be to correct the error, but in no case will bank be liable for any indirect, special, incidental or consequential damages. The bank or the bank's authorized agent may change this agreement at any time without prior notification to the user.

28. **CASH MANAGEMENT.** Cash management users are also subject to the agreement for electronic payments, as well as the cash management service agreement and enrollment form.