

## Consumer Online Bill Payment Agreement / Disclosure

This Online Bill Payment Agreement / Disclosure (the "Agreement") states the terms and conditions governing F&M Bank's Online Bill Payment service ("Bill Payment" service). Acceptance of the terms and conditions and use of the service, means you agree to abide by the terms and conditions of this Agreement. In addition, the terms and conditions of this Agreement are in addition to the Account agreements and other documents and disclosures governing your Account.

The terms "we", "us" and "our" and F&M Bank refer to the Bank. "You" refers to each person who enrolls for Online Banking Services and has a PASSWORD (Personal Identification Number). The term "business days" means Monday through Friday, excluding Saturday, Sunday and Bank Holidays.

You will access the Bill Payment service by logging onto your Online Banking Service, then selecting an account to view the Account Summary options. Scroll down to the option titled "List of Bill Pay Accounts" and select the account number from which you want to pay a payee.

Account. You must designate the Account(s) from which Bill Payments are to be made. By using Bill Payment, you agree that, based upon instructions received under your password, we can charge your designated Account(s) by debiting and remitting funds on your behalf.

Payees. You must designate the complete name of the Payee, the Payee account number, the Payee Telephone Number and the Payee's remittance address, all exactly as shown on the billing statement or invoice. We reserve the right to refuse to pay any Payee designated by you. If we do so, we will notify you promptly. You hereby agree and authorize us to utilize the most effective means to process your transaction, including, without limitation, electronic, paper, or other draft means. You may pay any Payee within the United States (including U.S. territories and Army Post Offices (APOs)).

Bill Payments. In scheduling Bill Payments, do not use the bill due date as the payment schedule date. If the Payee is to be paid by paper check (as indicated on the Bill Payment Payee List), you understand and agree that paper checks are mailed to the Payee and the Payee may not receive the Bill Payment until 5 to 8 business days after the date the payment schedule date. Bill Payments processed by check will be printed with your designated account number, thus the funds will come out of the account when the check is processed (deposited or cashed) by the Payee. If the Payee is to be paid electronically (as indicated on the Bill Payment Payee List), you understand and agree that the Payee may not receive the Bill Payment until 72 hours after the date the payment scheduled date. The funds will come out of the designated account on the payment scheduled date.

The Bill Payment Service will calculate the estimated arrival date of your Bill Payment. You understand and agree that we are not responsible for the timely delivery of mail or the improper transmission or handling of Bill Payments by a third party such as the failure of the Payee to properly post a Bill Payment to your account with the Payee.

Bill Payments made after the cut-off time will be processed on the following Business day. The cut-off time on each Business day is 4:00 pm Central Time. If you schedule a Bill Payment for a date that is not a Business day, the payment will be processed on the following Business day.

The Bank reserves the right to change the cut-off time. You will receive notice in advance of any changes.

Bill Payments you setup as recurring are automatically rescheduled by the Bill Payment service. Based upon your selected frequency settings for the Bill Payment, a process date is calculated for the next occurrence of the Bill Payment. If the calculated process date is not a Business day, it is adjusted based upon the following rules:

- If the recurring Bill Payment's "Pay Before" option is selected, the process date for the new occurrence of the Bill Payment is adjusted to the first Business day prior to the calculated date;
- If the recurring Bill Payment's "Pay After" option is selected, the process date for the new occurrence of the Bill Payment is adjusted to the first Business day after the calculated date.

If a Bill Payment Frequency day of the 29th, 20th or 31st is selected and that day does not exist for a particular month in which the bill is being paid, then the last calendar day of that month is used as the calculated payment date.

Restrictions. Certain restrictions apply to Bill Payments: (a) the payee or merchant must be located in the United States (including U.S. territories and APO's). (b) Bill Payments may not be remitted to tax authorities, government agencies or collection agencies; (c) payments to security companies for stock purchases or trade taxing authorities are restricted and (d) court directed payments such as alimony, child support or other legal debts are restricted. In addition, Bill Payments are restricted to the following limits: (i) Bill Payments cannot exceed \$99,000.00 per Business day; (ii) Bill Payment Transfers and Email Payments cannot exceed \$5,000 per Business day.

Available Funds. You agree to have available sufficient funds on deposit in the Account that you designate to pay all Bill Payments. The Bank reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with the above requirements or any other term of this Agreement. If you do not have sufficient funds in the Account and the Bank has not exercised its right to reverse or reject a Bill Payment, you agree to pay Insufficient Fund and Overdraft fees as disclosed in the Bank's \*Schedule of Fees. You further agree that the Bank, at its option, may charge any of your Accounts with the Bank to cover such Bill Payment obligations.

\*The Bank's Schedule of Fees is available on the Bank's Website under the Other Services Section. Direct Link to the Schedule of Fees is: <http://www.myfmbank.com/Fee-Schedule.aspx>