



## Business Online Banking Application

### REQUESTED SERVICES (Check the Appropriate Boxes Below)

- BASIC SERVICES PACKAGE – No Charge**  
Balances, Account History, Transfers
- ADVANCE SERVICE PACKAGE – Relationship Pricing**  
Basic Service Package plus the ability to Originate ACH Transactions

**Bill Payment Service** is available for both packages. Select "Bill Payment" in the Account Section of this application. You will receive Bill Payment – Self Enrollment instructions on your mailed User ID Notice.

### CLIENT SETUP

- New User
- Existing User Modification

Client Number (bank assigned):

Business Name:

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Tax ID #    SSN                  Business Phone \_\_\_\_\_          Business Fax \_\_\_\_\_          Other Contact # \_\_\_\_\_

<input type="checkbox"/> <b>1<sup>st</sup> Administrator</b>		<input type="checkbox"/> <b>2<sup>nd</sup> Administrator</b> <input type="checkbox"/> <b>Supervisor</b>	
Name _____	Date of Birth _____	Name _____	Date of Birth _____
eMail Address _____		eMail Address _____	
Primary Phone # _____	Secondary Phone # _____	Primary Phone # _____	Secondary Phone # _____

<b>1<sup>st</sup> Administrator Authorized Access Time</b>  <input type="checkbox"/> 24 Hour <input type="checkbox"/> Mon - Sun <input type="checkbox"/> Mon - Fri	<input type="checkbox"/> Limited Access (Enter Start / End Time)		Day	Start Time	End Time
	Day	Start Time	End Time	Thur	
	Mon			Fri	
	Tue			Sat	
	Wed			Sun	
<b>2<sup>nd</sup> Administrator / Supervisor's Authorized Access Time</b>  <input type="checkbox"/> 24 Hour <input type="checkbox"/> Mon - Sun <input type="checkbox"/> Mon - Fri	<input type="checkbox"/> Limited Access (Enter Start / End Time)		Day	Start Time	End Time
	Day	Start Time	End Time	Thur	
	Mon			Fri	
	Tue			Sat	
	Wed			Sun	

### 2<sup>ND</sup> ADMINISTRATOR / SUPERVISOR OPTIONS (1<sup>st</sup> Administrators are setup with all admin. options)

Select the administrative options the 1<sup>st</sup> Supervisor, 2<sup>nd</sup> Administrator and/or 2<sup>nd</sup> Supervisor are allowed to perform.

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Add Employee          | <input type="checkbox"/> Change Employee          | <input type="checkbox"/> Delete Employee          |
| <input type="checkbox"/> Add Transfer Template | <input type="checkbox"/> Change Transfer Template | <input type="checkbox"/> Delete Transfer Template |

### ACCOUNT SETUP

List the account numbers to be setup and assign each account a Nickname. The title of the account may be used as the Nickname.

Account Number	Nickname	Account Number	Nickname

Review the Resolution & Signature Card on file for each account and verify that the individuals being given online transaction authority in the account setup section on the 2<sup>nd</sup> page of this application are shown on the Resolution & Signature Card as having transaction authority. If not, update the Resolution & Signature Card. On the Resolution indicate the online transaction authority by checking the "other" box and typing Online Banking Transaction Authority as granted on the Online App dated \_\_\_\_\_.

### ACCOUNT SETUP

List the account numbers and select the account options the Supervisor(s) is allowed to perform.

	Account Number					
<input type="checkbox"/> Adm <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> Adm <input type="checkbox"/> Sup	Transactions <input type="checkbox"/> View	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adm <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> Adm <input type="checkbox"/> Sup	Export Data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adm <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> Adm <input type="checkbox"/> Sup	Stop Pay - Inquiry	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adm <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> Adm <input type="checkbox"/> Sup	Stop Pay - Add	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adm <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> Adm <input type="checkbox"/> Sup	Loan Payment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adm <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> Adm <input type="checkbox"/> Sup	ACH Trans. Data (CTX)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adm <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> Adm <input type="checkbox"/> Sup	Merchant Research	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adm <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> Adm <input type="checkbox"/> Sup	ACH Service	Complete separate ACH Service Application				
<input type="checkbox"/> Adm <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> Adm <input type="checkbox"/> Sup	Bill Payment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Bill Payment Limits	Review Limit: \$		Daily Limit: \$		
<input type="checkbox"/> Adm <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> Adm <input type="checkbox"/> Sup	Fund Transfers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Fund Transfer Limits	Review Limit: \$		Daily Limit: \$		

### FUND TRANSFER TEMPLATE SETUP

List the initial fund transfer templates you would like the bank to setup. (leave blank if none are wanted)

*Transfer ID	On Demand	Recurring	From Account #	To Account #	Default Amount (if any)
	<input type="checkbox"/>	<input type="checkbox"/>			\$
	<input type="checkbox"/>	<input type="checkbox"/>			\$

\*Transfer ID = The name you want assigned to the fund transfer.

**Line of Credit Loan Transfer Setup** – The Loan officer who approved the Line of Credit loan must approve the transfer setup.

I approve the establishment of Internal Transfers from the Line of Credit Loan(s) listed below:

Loan Officer's Signature:

Date:

Transfer ID	From LOC Loan #	To Checking #	Minimum Transfer Amt	Maximum Transfer Amt

### AUTHORIZATION

The undersigned, a duly authorized officer or other authorized representative of the Company, by signing this form where provided below: (1) acknowledges that he/she has received, read and understands these F&M Business Online Banking Terms and Conditions in connection with which he/she has delivered this form to F&M Bank (the Bank) (2) agrees that the Terms and Conditions, as amended from time to time, will govern all transactions involving F&M Business Online Banking service provided pursuant to the Terms and Conditions; (3) agrees that the Bank can email, postal mail or by posting on the Bank's website; (4) authorizes the Bank to honor all transactions initiated pursuant to the Terms and Conditions; (5) authorizes the Bank to obtain or perform a credit investigation concerning any of the undersigned, and to disclose credit information about any account specified in this form to third parties in order to complete the activation of the service, as well as any transactions made through the service; and (6) acknowledges that the Terms and Conditions are not effective until the Bank has verified the information on this application and have provided the Company Login ID(s) and Initial Password(s).

**IN WITNESS WHEREOF**, a duly authorized officer or other representative of the Company has signed this authorization.

Signature / Title:

Date:

Print Name and Title:

### ENROLLMENT RECEIPT (Bank Use Only)

Received By

Date:

Branch:

### ENROLLMENT SETUP (Bank Use Only)

Setup By / Date

Administrator password / access ID

Alternate Administrator password / access ID

Security email sent date/time

Security letter sent date / time

By:



## **F&M Bank Online Banking for Business Agreement**

This Online Banking for Business Agreement (the “Agreement”) is entered into this day by and between F&M Bank (the “Bank”) and (the “Customer”), as follows:

### **Recitals**

The Bank offers and provides Internet banking services (the “Service(s)”) through Online Banking for Business, to its business/commercial account holders and desires to make this Service available to Customer.

Customer desires to initiate transactions with respect to Customer’s deposit accounts and other financial transactions with the Bank by use of the Services.

Now, therefore, in consideration of the mutual promises and covenants herein, including the Recitals above, the parties agree as follows:

### **Available Online Banking for Business Services in General**

F&M Bank’s Online Banking for Business offers commercial banking services via the Internet.

The Bank makes available to Customer the Services described herein including: account inquiry, account balances, account list, initiating funds transfers, fund transfer list, incomplete funds transfers, recap of funds transfers issued, recap of all funds transferred, transaction list, transaction menu, transaction search, exporting transaction information, optional online bill payment services and Merchant Research.

Customer may use the Online Banking for Business service to initiate current date transactions on authorized account(s) between the hours of 12:00 a.m. to 7:00 p.m. Monday through Friday, excluding federal holidays or any other day on which the Bank is closed (“Bank Holidays”). Account inquiries, transaction lists and other inquiry features of the Services shall be available to Customer 24 hours a day, seven days a week.

Automated Clearing House (ACH) transactions are not available through the Services provided in this Agreement. ACH transactions are available through other services provided by the Bank via a virtual private network fully encrypted for Customer’s protection. Customer must execute and deliver to the Bank a separate Automated Clearing House Agreement in order to initiate ACH transactions.

### **Account Inquiry and Lists**

**Available Service.** Customer may access the Service to obtain a listing of accounts and to make account inquiries regarding transactions and account balances.

**Account Information Disclosure.** Customer acknowledges that information obtained on Customer’s account and made available by use of the Service may not reflect other account transactions originated by Customer; however not yet received and/or processed by Bank. Customer acknowledges and agrees that the Bank has the sole discretion as to the order in which to process transactions against Customer’s account.

### **Funds Management Services**

**Available Service.** The Funds Management Feature allows Customer to initiate funds transfers, obtain a listing of funds transfer transactions, and obtain a summary of all complete and incomplete funds transfers occurring during the business day.

### **Transactional Services**

**Available Service.** Customer may access the Service to obtain a detailed list of transaction activity pertaining to the account, a listing of all transactions associated with Customer’s account, research a particular transaction and issue stop payment requests.

**Stop Payment Request.** Stop payment requests must be received by the Bank before the item, on which the stop payment request is made, has been paid by the Bank.

### **Access to the Services**

**Software Required.** An Internet connection using an F&M \*certified operating system and internet browser is required. Customer acknowledges that any required software and Internet Explorer are subject to modifications and changes from time to time. Customer acknowledges that other web browsers may work but are not recommended by the software provider. Customer acknowledges and agrees that the software provided is not produced or manufactured by the Bank and therefore, the Bank shall not be responsible for any errors or failures in the software.

\*Certified Operating Systems and Browsers: Windows 7, 8 and 8.1 and Internet Explorer 9, 10 and 11

**Password and User ID.** Each authorized user may access the Service only by use of a Bank issued (1) User ID and (2) Initial Password. Upon first entry into the Service, each authorized user will be required to (1) setup a Secret Password, (2) setup three Authentication Questions and (3) will be given the option to register their personal computer. After each 30 days, the authorized user(s) will be required to change their secret password. Each authorized user is responsible for securely maintaining their Secret Password, User ID, and answer to the Authentication Questions. Bank shall not be responsible for access gained to the Service through the use of the Customer Password and Customer User ID.

**Employee Authorization.** Customer shall authorize those person(s) Customer desires to be a user of the Services on Customer's behalf.

**User Levels of Authority.** The intent of the Bank is to allow Customer to authorize those person(s) Customer deems appropriate to be authorized users and to establish levels of authorization for each user. Customer shall be solely responsible for the levels of authorization given to each user.

**Release of Information.** As a condition of using the Service, Customer acknowledges that account related information will be made available to the person(s) who accesses the Service as authorized by Customer. Customer hereby waives all rights associated directly or indirectly with the rights to financial privacy and with the dissemination of financial information with respect to such persons except as may be caused by the gross negligence or willful misconduct on the part of the Bank.

**Notice of Unauthorized Use.** If Customer becomes aware of the unauthorized use of the Service, or suspects that an unauthorized user of the Service may occur, Customer **shall immediately notify** the Bank of the unauthorized use or the suspected unauthorized use **by phone**, followed by written communication within 2 business days thereafter. Upon oral receipt of notice of unauthorized use or suspected unauthorized use, the Bank shall change the Customer's Password and notify Customer of new Password. In the event the Bank obtains actual knowledge of unauthorized use of the Service, the Bank shall notify Customer within a reasonable time of obtaining actual knowledge. However, in no event shall the Bank have a duty or obligation to investigate Customer's use of the Services for unauthorized use.

**Future Enhancements.** Customer acknowledges and agrees that, as enhancements to the Service and software shall become a part of this Agreement by addendums hereto.

### **Indemnification**

Customer acknowledges that Customer shall be fully responsible and liable for any transactions initiated under this Agreement. Customer acknowledges that Customer is in the best position to monitor use of the Service, avoid errors in transmitting transactions through the use of the Service, protect the confidentiality and secrecy of the Passwords, and govern the authority given to each authorized user. Therefore, Customer agrees that the Bank shall have no duty or obligation to verify information submitted by Customer in using the Service and shall not be responsible or liable for any unauthorized use of the Service, or errors in transactions initiated by Customer, Except as may be caused by the gross negligence or willful misconduct on the part of the Bank

The Bank shall have no liability for performing its obligations herein if such failure to perform is a result of circumstances beyond the Bank's control.

In no event shall the Bank be held liable for any consequential, exemplary, punitive or special damages of Customer for any unauthorized use or error in transmitting a transaction initiated by Customer in using the Service.

**Indemnification Continued**

Customer agrees to indemnify and hold the Bank, its officers, directors, agents and employees harmless from all claims, demands, judgments, expenses, liability, causes of action and damages, arising out of Customer's use of the Service. These Indemnification Paragraphs shall survive the termination of this Agreement.

**Miscellaneous Provisions**

**Termination.** This Agreement shall begin on the date last written below and shall remain in effect until terminated by either party. Either party may terminate this Agreement at any time with or without cause, upon three-business day's written notice of termination to the other party. In the event this Agreement is terminated, any financial obligation of the Customer to the Bank arising out of a transaction initiated by Customer prior to termination shall survive the termination of this Agreement. All indemnities shall survive termination.

**Notices.** Any written notice required by this Agreement shall be sent by an email to the email address listed below or by registered or certified mail to the last known mailing address of the Customer or by facsimile to the last known facsimile number of the Customer or by hand delivery to the Customer.

**Performance of Services.** Except as expressly set forth herein, the Bank shall perform its duties and obligations provided herein in accordance with reasonable commercial standards applicable to the Bank's business and in conformity with the rules, regulations and laws governing the activities of the Bank, and in accordance with the terms set forth in this Agreement.

**Governing Law and Venue.** This Agreement shall be construed and governed by the laws of the State of Tennessee and any applicable federal law. Venue for any action arising under or relating to this Agreement shall be Clarksville, Montgomery County, Tennessee.

**Entire Agreement.** This Agreement, together with the F&M Online Banking Application Terms and Conditions constitutes the entire Agreement of the parties and supersedes any and all prior oral or written agreements of the parties regarding the Service made on the basis of this Agreement. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Terms and Conditions

**Amendments and Modifications.** This Agreement may be amended or modified only in writing signed by all parties hereto.

**F&M Bank**

**Customer**

Bank Representatives Signature	Date
Bank Representatives Name and Title	
Branch Street Address	
City	State      Zip

Customers Signature	Date
Customers Name and Title	
Business Name	
Business Street Address	
City	State      Zip