



FARMERS & MERCHANTS BANK  
41 S First Street, Miamisburg, OH 45342

## CONSUMER DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURES

**TERMS.** In this agreement 'you,' 'your,' and 'yours' mean Depositor individually (jointly and severally if more than one). 'We,' 'our,' 'ours,' and 'us' mean FARMERS & MERCHANTS BANK. Unless the context clearly requires otherwise, a singular term includes the plural and vice versa, and a word of one gender includes the other. 'Item' is any check, draft, or order for the payment of money, oral or written, in electronic or other form. 'Business day' is any day we are open for carrying on substantially all of our banking business other than Saturday, Sunday, or Federal Reserve Bank holiday. 'Such as' means the terms that follow are merely examples and are not intended to limit the possibilities. 'This agreement' means this document and any of the following, periodically amended, that we give you: disclosures; such as Truth in Savings and electronic fund transfers; fee schedule(s); the signature card; and any agreement for banking services connected with this account.

**BINDING AGREEMENT.** You have read this agreement and understand it is binding between you and us for a deposit account ('the account').

**MULTIPLE OWNERS.** If there are multiple owners, each owner may do anything permitted with the account, such as: endorse items for deposit or collection, even if payable to another owner; pledge it as collateral for any obligation; move funds by check or other means; close it; authorize others to conduct transactions on it; and give instructions for transfers, stop payments, and all other matters relating to it. (No owner may cancel a stop payment entered by another owner.) Each owner appoints each other owner as attorney-in-fact to endorse and cash items. A notice sent to one owner is effective for all. You guarantee the signature of each owner. You will be responsible for any liability, such as an overdraft, a fee, or a refund to the government of a direct deposit, even though caused by another owner. Unless noted otherwise on the signature card, the account is owned jointly with right of survivorship and not as tenants in common. If one owner dies, we treat the survivor(s) as owner(s) of the full balance. If noted on the signature card that ownership is as tenants in common or without survivorship, we treat the survivor(s) and personal representative of the deceased as owners. Their shares will be equal unless we have agreed otherwise in writing. Only a married couple may own the account as tenants by the entirety, and only if noted on the signature card. If one spouse dies, we treat the survivor as sole owner. If the couple divorces, we treat them as owners jointly with right of survivorship. You will notify us immediately after you learn of the death or declaration of incompetence of any co-owner.

**'IN TRUST FOR' TERMS.** If the account is noted on the signature card as 'ITF' or 'in trust for,' you agree that at your death (or, if more than one owner, at the death of the last survivor) ownership passes to the designated beneficiary/beneficiaries. You have not given us notice of the existence nor terms of a legal and valid trust other than the 'in trust for' description on the signature card.

**P.O.D. TERMS.** If the account is noted on the signature card as 'P.O.D.' or 'pay-on-death,' you agree that at your death (or, if more than one owner, at the death of the last survivor) ownership passes to the designated pay-on-death beneficiary/beneficiaries. No beneficiary will have any rights until all owners have died. If an owner pledges the account as collateral for an obligation, the pledge prevails over any rights of any beneficiary. If more than one beneficiary is designated they shall share equally unless otherwise noted on the account. If a beneficiary predeceases the account owner, his or her interest shall immediately terminate and the percentage share of the surviving beneficiaries shall be increased on a pro rata basis.

**UTMA ACCOUNTS.** If the account is noted on the signature card as established under the Uniform Transfers to Minors Act (UTMA), you understand there can be only one custodian and one minor per account. No other parties are permitted. Your responsibility to us under this agreement will not be limited to the amount in the account.

**ACCOUNT TYPE.** The account type is noted on the signature card and Truth in Savings disclosure. If a savings, NOW, or Money Market account, we reserve the right to require seven days' written notice before any withdrawal. If a negotiable order of withdrawal (NOW) account, if any entity not allowed by federal regulations to have such an account becomes an owner, we will convert the account into a checking or savings account. If a Holiday Club account, we will send you a check for the balance or we will deposit the balance into an account you have with us in October each year unless otherwise directed. We have given you disclosures explaining applicable transaction limits, fees, interest rates, and balance requirements. You agree that our fees and charges need not be based upon the cost of providing the service or administering the event to which the fee or charge is associated, but may be based on other considerations such as the expense of providing account services, generally similar charges of other financial institutions with which we compete, revenues to the bank, and the deterrence of abuse of an account.

**SEVERABILITY.** If the courts determine that any part of this agreement is illegal or unenforceable, you agree that the remainder will be enforced and the offending provision changed to make it enforceable.

**LAW, JURISDICTION AND VENUE.** The laws of Ohio govern this agreement. The courts of that state have jurisdiction of any dispute in connection with this agreement. You agree that venue will be proper in the courts in the county and city of our office where you signed or delivered this agreement.

**WAIVER OF JURY TRIAL.** You waive your right to a jury trial in any dispute with us. Such disputes may be tried before a judge only.

**WAIVER OF CLASS ACTIONS.** You agree that the transactions of each depositor of this bank arises from a unique relationship between the bank and its depositor such that damages that may arise as a result of a violation or alleged violation of this agreement or the laws and regulations governing this agreement are not the same for all depositors and therefore not appropriate for class action treatment. YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST THIS BANK EITHER AS A MEMBER OF A PUTATIVE CLASS OR AS LEAD PLAINTIFF IN ANY DISPUTE AGAINST THE BANK.

**ARBITRATION.** You or we may require that any controversy or claim relating to this agreement, or breach of it, be resolved through arbitration administered by the American Arbitration Association under its commercial rules. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction.

**CHANGES.** We may change any term of this agreement by giving you notice as required by law. If the law does not require a particular type or period of notice, we can post the change in our lobby or other public area for five days before it takes effect. If you use the account after the effective date of a change, that indicates your acceptance of the change.

**ACCOUNT CLOSING.** You or we may close the account at any time without cause. We may close it without notice to you if we reasonably believe it will prevent loss to us or you have violated this agreement. You will pay any fees and costs for closing the account, as well as any outstanding items. Our rights and your obligations survive any closing of the account or cancellation of this agreement. You will not claim we wrongfully dishonored items we return unpaid on or after the day the account was closed.

**NOTICES.** We can send you communication at the last address you gave us in writing. You will send us communication at our address in this agreement. The postmark or postage meter date, except where this agreement requires that something be 'actually received,' determines when communication occurred. You will notify us immediately of any change in your name, address, telephone number, or taxpayer identification number.

**NO ASSIGNMENT.** You understand that neither the account nor your rights under this agreement can be assigned without our written permission. Your successors and assigns are bound by this agreement. Any actual or purported assignment of the account remains subject to our right of setoff.

**EXPENSES.** You will pay any expenses we incur in good faith related to this agreement, such as fees on items sent for collection, foreign exchange charges, and unreimbursed research and copying fees when someone requires records about our relationship, and attorneys' fees we incur in good faith because of concerns about the account, whether or not litigation has begun, including such fees through trial and all appeals, plus court costs. You also agree to pay any expense that we incur, including

attorneys' fees in responding to any subpoena, writ, government agency or judicial order, search warrant, or other order which we may be required to respond to regarding your account or your relationship with us.

**INDEMNIFICATION.** You will indemnify us against, and hold us harmless from, any and all losses, damages, costs, and attorney fees that we incur because of your failure to abide by any of the terms of this agreement.

**NO WAIVER.** Failure to insist on your strict performance of any obligation under this agreement will not create any duty on our part to continue to do so. You will not claim that we waived our right to insist on proper performance.

**OUR RIGHTS.** You agree that our rights under this agreement are cumulative, not exclusive. We may exercise any of them without giving up the right to exercise others.

**RECORDING.** You give us permission to record your communications with us. If you authorize someone to do business with us on your behalf, such as by power of attorney, you will be responsible for obtaining their permission to our recording their communications with us.

**SETOFF.** You grant us the right to apply the balance to payment of any debt that any owner of the account owes us, without notice including direct obligations, such as cashed items charged back, promissory notes and agreements (including this one), and indirect obligations, such as guarantees and endorsements. The right of setoff does not apply to this account if it is an IRA or other tax-deferred retirement account. You understand that we can pay items into overdraft, impose overdraft fees, and apply any later deposits (including direct deposits of Social Security or other government benefits) to those overdrafts or overdraft fees.

**LEGAL PROCESS.** If any owner or authorized signer is ever involved in a legal proceeding, such as divorce, garnishment, levy, or attachment, you will not hold us responsible for any damage you suffer from our actions in good faith reliance on any order or other legal process. Any garnishment, levy, or attachment is subject to our right of setoff. If a bankruptcy or similar proceeding is filed by or against any owner, we can place an administrative hold on part or all of the balance while we seek to have the automatic stay lifted.

**NO ACTIVITY.** You understand that if you do not generate any transactions for 183 days, we may charge dormancy fees unless specifically forbidden by law. You understand that if the lack of activity continues for the period set by abandoned property law, we will pay the balance to the state.

**AUTHORITY.** You will not grant anyone authority to conduct business with us on your behalf until we have reviewed the terms of authorization and have given you written acceptance. This includes authority such as power of attorney, bill-paying arrangement, or other method. You will not claim that we wrongfully dishonored items presented to us before we accepted the authorization. If you have not given us the proposed authorization for advance review, we may, in good faith, honor items and instructions from the person you authorized. You will not hold us responsible if someone you authorized to do business with us misapplies your money. You assume all risk of improper acts by such person. We can consider an authorization valid until we actually receive written revocation of it and have had reasonable time to review and act upon it. If we accept an authority, we may revoke our acceptance of that authority at any time at our discretion. If you voluntarily disclose information about the account that would permit someone to initiate a debit to the account (such as account number, bank routing number, and next unused check number) to someone who wants to sell you goods or services, then you will be deemed to have authorized us to pay any debit to your account that person initiates.

**TELEMARKETERS.** Telemarketers and others trying to sell you goods or services may ask for information about your account, such as your account number, next unused check number, or our routing number. If you give any of that information to such a person, you agree that we may treat any debit to your account initiated by that person as having been authorized by you.

**CHECKS.** You will not write a postdated check without giving us written notice, describing the check with reasonable certainty, at least five business days before you write the check. If you do not give us notice, we can pay the check when it reaches us, regardless of the date. You will use only approved checks and deposit slips. You will not attempt to create a 'substitute check' for deposit into the account without obtaining our express written consent in advance. You will not write a check using ink of a color or type that is not legible when imaged or copied. You will not deposit any check that was written in such ink, or that has any other features that would prevent it from being imaged or copied clearly and completely. You will verify your name, address, telephone, and the numbers in the magnetic ink character line across the bottom of the face of each document in each order of checks and deposit slips. If there is an error, you will not use the affected documents, but will notify us and the printer immediately. You will not hold us responsible for any amount beyond the replacement cost of the order (provided the checks were ordered through us). If we safekeep your cancelled checks and other items, we can destroy the originals and keep electronic or other images after a reasonable time has elapsed. We can destroy the images after a further reasonable time. Our sending you your statement or making it available will be the same for all purposes as though we had included the cancelled checks and other items with the statement.

**EXAMINATION OF ITEMS.** You do not require us to comply with any restrictive legend on any item, such as, 'void if not cashed within 90 days,' 'payment in full,' or any other marking that is not one of the following: drawee bank name and location, payee name, endorser name, drawer signature, and the magnetic ink characters across the bottom front of the item. You will not hold us responsible for any item's late return caused by an endorsement stamp or other marking outside the area allowed for it by law. You will not claim that we failed to exercise ordinary care because our procedures do not require sight examination of each item with an amount below a figure we set periodically.

**SIGNATURES TO COME.** If you have asked us to create the account for multiple owners or authorized signers, we can limit use of the account until all have signed.

**LAWS, REGULATIONS.** We are subject to extremely detailed laws and regulations. You will not hold us liable for anything we do or decline to do based on a good faith belief that it is required by law or regulation. Some laws allow parties to 'contract out' of the law's provisions and establish their own rules. You intend this agreement to do that whenever a term of this agreement conflicts with such a law. You will abide by the rules of any clearinghouse or automated clearinghouse that handles any part of a transaction.

**LIABILITY LIMIT.** You will not hold us responsible for loss caused by an event beyond our control, such as war, terrorism, riot, labor trouble, natural disaster, computer problem, loss of electric power, communications, or transport. If we do not process a transaction in accordance with the terms of this agreement, our maximum liability shall be the amount of the transaction. In no circumstances will we be responsible for consequential damages for any action that we take or fail to take in regard to the account.

**DEPOSITED ITEMS.** You understand all deposits are subject to verification and correction. We can accept an item for deposit or collection only, refuse it, or return it. In receiving items, we are acting only as your agent. We have no responsibility beyond ordinary care. You will not hold us responsible for default or negligence of our correspondents or loss of items in transit. Each correspondent we use will be liable only for its own negligence. If we give you credit for an item, we can revoke it if the item is not paid. Items deposited by mail will not be considered received by us until we actually receive them. You will not hold us responsible for loss of any item until we have received it under this standard. If an item requiring endorsement is deposited without it, you authorize but do not require us to supply it. You will reimburse us for loss or expense we incur because of any missing endorsement, whether yours or another's, on a deposited item. We do not have to notify you of any nonrecurring ACH credits or wire transfers to the account.

**AUTOMATED CLEARING HOUSE TRANSACTIONS.** Credit given by us to you with respect to an automated clearing house "ACH" credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry. Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payment in the periodic statement we provide you. We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses "ACH" and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New York, unless we have otherwise specified in a separate agreement with you that the law of some other state shall govern.

**FOREIGN ITEMS.** If an item that is payable at a foreign bank or in a foreign currency is deposited, you will be responsible for all collection charges and exchange rate risk on it. You understand that we will not credit that kind of deposit until receiving the proceeds in United States currency.

**RETURNED ITEMS.** We can charge for the amount of any deposited item that is returned unpaid. We can reprocess the item, but you do not require it. We can process a copy, electronic entry, or other evidence of the returned item. You waive presentment, notice of dishonor, and protest.

**'STALE' ITEMS.** We can pay an item presented to us more than six months after the date on the item, but you do not require it. If you do not want us to pay such an item, you will place a stop payment on it.

**STOP PAYMENTS.** If you want us to stop payment on a check, you will provide the check number, date, payee name, and exact amount. You understand that if either the check number or the amount is not exact, our check processing equipment may not catch the check in time; you will not hold us responsible. If you telephone your stop payment, you will confirm it in writing on our form within 14 days. We will have a reasonable time to act on any stop payment. You understand that a stop payment expires in six months. You will place a new stop payment if you do not want us to pay the check after the previous one expires.

**BANK STATEMENTS.** You will promptly examine and reconcile each statement we send or make available. You will notify us immediately of any problem, such as forgery, unauthorized endorsement or debit, alteration or encoding error which results in a wrong amount being either credited or debited from your account that you find or reasonably should have found. If you do not notify us within 30 days after we sent or made available the earliest statement that gave an indication of the problem you will be responsible for any loss that your notifying us could have prevented unless you can establish that we failed to exercise ordinary care and that failure substantially contributed to the loss or that we did not act in good faith. Notwithstanding the above, if you fail to report any problem with your statement including a forgery, unauthorized endorsement, debit, alteration or encoding error within 365 days of when we send your statement or make it available to you the loss will be entirely yours and you can not assert a claim against the bank regardless of whether we exercised ordinary reasonable care with respect to the item paid.

**OVERDRAFTS.** We do not have to let you overdraw the account. If we ever do, that does not mean we must continue to do so. You do not expect any notice of an overdraft beyond any normal periodic statement.

**CREDIT REPORTS.** You authorize us to obtain reports about you periodically from organizations such as consumer reporting agencies, check reporting services, and other credit reporting entities, and to provide them information.

**INCOMPLETE ITEMS.** If an authorized signer signs a check or authorizes any item that is not completed, you will not hold us responsible for paying it as completed by anyone unless we actually know it was completed in an unauthorized way.

**DISPUTED AUTHORITY.** If anyone claims ownership over funds, and we have a good faith doubt about whether to recognize the claim, we can hold some or all of the balance until the claim is resolved. We can pay some or all of the balance into court in an interpleader or other action to determine ownership. You will not claim that we wrongfully dishonored items that were presented to us while such a dispute was pending.

**OTHER SERVICES.** If you want services from us that are not covered by this agreement, you will sign an agreement with us for those services.

**CASHING YOUR CHECKS.** Before we allow a person to cash an item, we can require identification, such as a driver's license or passport. We can secure further identification by methods such as photography, fingerprinting, and other biometric or technological means. If the person does not provide or permit such identification, we can decline to cash the item and you will not claim that we wrongfully dishonored it.

TYPE OF STATEMENT: eSTATEMENT

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## TRUTH IN SAVINGS INITIAL DISCLOSURE – CHECKING

**EFFECT OF CLOSING AN ACCOUNT.** If you close your account within 180 days of opening, you will be charged a \$ 50.00 fee.

**MINIMUM BALANCE REQUIREMENTS:**

**To Open The Account.** You must deposit \$ 25.00 to open this account.

**ACCOUNT FEES.** You may request a copy of one cancelled check each year and it will be provided at no charge. A \$12.00 fee will be charged for each additional copy of cancelled check requested.

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### SCHEDULE OF FEES

Foreign Currency, Draft, or Money Order	\$ 7.50
Uncollected Funds	\$25.00
Non-Sufficient Funds (NSF) & Overdraft (OD) - An NSF or OD item may be created by check, in person withdrawal, ATM withdrawal or other electronic means.	\$25.00
Stop Payment Order	\$25.00
Stop Payment Revocation	\$ 7.50
Incoming Wire Transfer	\$10.00
Outgoing Wire Transfer	\$20.00
Deposited Item Returned	\$ 7.00
Collection Item (Domestic)	\$ 7.50
Collection Item (Foreign)	\$10.00
Telephone Transfer (Employee Assisted)	\$ 4.00
Special Interim Statements	\$ 7.50
Account Reconciliation (Second Time)	\$ 5.00
Record Research (per hr)	\$25.00
Garnishment/Lien - Legal or IRS	\$40.00
Bank Money Order	\$ 3.00
Check Printing	(fee depends on check style)
Cashier's Checks (Customer Requested)	\$ 5.00
Certified Checks	\$10.00
Account Closing (within 6 months, excluding minor savings)	\$50.00
Overdraft Savings Transaction	\$25.00
Photocopy Fee	\$ .15

Fax Service - One Page Only (Additional pages \$.25 each)	\$ 1.00
Signature Guarantee Fee (Customers Only)	\$ 25.00
Tax Filing Fee (EFTPS and Coupon Payments)	\$ 3.00
Customer Requested Letters	\$10.00
Certificate of Deposit Interest Check Issue	\$ 2.50
Bookkeeping Calls-Balance inquires, verify checks & deposits	\$ 3.00
Resetting of customer's PIN number	\$ 1.00
Replacement of ATM Card	\$ 5.00
Counter Checks	\$ .25 Each
<b>SAFE DEPOSIT BOX FEES</b>	
2 X 5 Box \$ 30.00 Annually (plus tax)	Late Payment Fee \$10.00
3 X 5 Box \$ 35.00 Annually (plus tax)	Key Deposit Fee \$20.00
4 X 5 Box \$ 40.00 Annually (plus tax)	Lost Key Fee \$ 10.00
5 X 5 Box \$ 45.00 Annually (plus tax)	New Lock Fee \$100.00
3 X 10 Box \$ 50.00 Annually (plus tax)	Drill Box Fee(plus tax) \$60.00
5 X 10 Box \$ 65.00 Annually (plus tax)	(payment made at time of drilling plus New Lock Fee)
10 X 10 Box \$110.00 Annually (plus tax)	

## REGULATION CC INITIAL DISCLOSURE

**YOUR ABILITY TO WITHDRAW FUNDS.** Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00 PM on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 PM or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**LONGER DELAYS MAY APPLY.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, may be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

**SPECIAL RULES FOR NEW ACCOUNTS.** If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

## ELECTRONIC FUND TRANSFER INITIAL DISCLOSURE

**CONSUMER'S LIABILITY.** You will tell us AT ONCE if you believe your card has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning us is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days after you learn of the loss or theft of your card, you can lose no more than \$50 if someone used your card without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your card and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, you will tell us at once. If you do not tell us within 60 days after each statement we provide or made available to you, you may not get back any money that you lost after the 60 days 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 a hospital stay) kept you from telling us, we will extend the time periods.

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry) even if you do not complete a fund transfer.

**CONTACT IN EVENT OF UNAUTHORIZED TRANSFER.** If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you will call (937)866-2455 or write FARMERS & MERCHANTS BANK, Miamisburg Office, 41 S First St, Miamisburg, OH 45342.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

**BUSINESS DAYS.** For purposes of these disclosures, our business days are Monday, Tuesday, Wednesday, Thursday, and Friday. Federal Holidays are not included.

**TYPES OF TRANSFERS.** You may authorize certain direct deposits to your checking or savings account. You may authorize certain bills and other payments to be deducted from your checking or savings accounts. A merchant may convert your check in payment for merchandise or services into an electronic funds transfer from your account.

You may use your card to:

- Transfer funds between your checking and savings accounts.
- Withdrawal cash from your checking and savings accounts.

Some of these services may not be available at all terminals.

**ELECTRONIC CHECK CONVERSION.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to

- pay for purchases
- pay bills.

**LIMITATIONS ON DOLLAR AMOUNTS OF TRANSFERS.**

- You can withdraw up to \$500.00 per day from participating ATM's..

**FEES.**

- You will be charged \$5.00 per card for the issuance of replacement access cards.
- You will be charged \$.50 for each transfer that you make using an automated teller machine not owned by us.

**CONFIDENTIALITY.** We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers, or
- 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 written permission.

**DOCUMENTATION.**

**Terminal Transfers.** You can get a receipt at the time you make any transfer that exceeds \$15.00 to or from your account using one of our automated teller machines.

**Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company you can call us at (937)866-2455 to find out whether the deposit has been made.

**Periodic Statements.** You will get a monthly account statement unless there are no electronic transfers in a particular month. In any case, you will get the statement at least quarterly. You will not receive a periodic statement if your account is a passbook account. Present your passbook and we will record any electronic deposits to your account.

**PREAUTHORIZED PAYMENTS.**

**Stop Payments.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: call us at (937)866-2455 or write us at FARMERS & MERCHANTS BANK, Miamisburg Office, 41 S First St, Miamisburg, OH 45342, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we can also require you to put your request in writing and get it to us within 14 days after your call. We will charge you \$25.00 for each stop payment order you give us.

**Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**FINANCIAL INSTITUTION'S LIABILITY.** If we do not complete a transfer to or from your account on time, or in the correct amount according to your agreement with us, we will be liable for your losses or damages. 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.
- If the transfer would go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in your agreement with us.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS.** You will telephone us at (937)866-2455 or write us at FARMERS & MERCHANTS BANK, Miamisburg Office, 41 S First St, Miamisburg, OH 45342 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. You will:

- Tell us your name and account number (if any).
- Describe the error or the 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.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we can require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if point-of-sale transaction, or new account, or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if new account) 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 within 10 business days, we may not credit your account. For the purpose of this paragraph, an account is a new account for a period of 30 days from the date of the first deposit to the account.

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 can ask for copies of the documents that we used in our investigation.

**EXCHANGE RATE FOR FOREIGN TRANSFERS.** If a transfer takes place outside of the United States and is in a foreign currency, Visa or MasterCard will convert the transfer into U.S. dollars by using their own currency conversion procedures. The exchange rate will be determined in one of two ways: (1) the exchange rate will be selected from the range of rates available in the wholesale currency markets for the central processing date (which may be different from the rate received by Visa or MasterCard), or (2) the exchange rate will be a government-mandated rate in effect for the applicable central processing date, plus any adjustment determined by the card issuer and disclosed separately in the fee section of the cardholder agreement. The currency exchange rate used may differ from the rate in effect when your transfer occurred or was posted to your account.

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## IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT

### Substitute Checks and Your Rights

#### What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with 'substitute checks.' These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: 'This is a legal copy of your check. You can use it the same way you would use the original check.' You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

#### What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

#### How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at (937)866-2455 or write us at FARMERS & MERCHANTS BANK, Miamisburg Office, 41 S First St, Miamisburg, OH 45342. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include--

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: (identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check).