

Apple Pay™ TERMS AND CONDITIONS

Thank you for being a Farmers and Merchants Bank Cardholder and requesting to use your Card with your eligible mobile communication device to enable you to make payments on your Card through your device (the "Service").

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE COMMENCING THE SERVICE. YOU ENABLE YOUR ELIGIBLE DEVICE TO MAKE PAYMENTS BY INCORPORATING AND STORING YOUR PROVISIONED CARD NETWORK TOKEN ON YOUR ELIGIBLE DEVICE. WHEN ENABLED, YOUR ELIGIBLE DEVICE BECOMES AN ENABLED DEVICE. WHEN YOU CREATE, ACTIVATE OR USE YOUR ENABLED DEVICE YOU ARE AGREEING TO AND ARE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT WANT TO AGREE AND BE BOUND BY THESE TERMS AND CONDITIONS, DO NOT ENABLE YOUR ELIGIBLE DEVICE AND DO NOT CREATE, ACTIVATE OR USE THE SERVICE ON YOUR ELIGIBLE DEVICE.

In these Terms and Conditions, "you" and "your" refer to the Cardholder of a Card issued to the Cardholder by us and "we," "us," "our" and "FMB" refer to Farmers & Merchants Bank, the issuer of your Card.

DEFINITIONS

1. "Account" means any Card account you open with FMB in the United States of America under which a purchase, cash advance, convenience check or balance transfer transaction may be made by or to a Person (or any Person authorized by such Person) pursuant to your Cardholder agreement.
2. "Adjustment" means a Charge where the transaction amount is adjusted but not entirely reversed.
3. "Applicable Law" means all laws, rules, regulations, published standards, permits, judgments, writs, injunctions, ruling, published administrative guidance or other regulatory bulletins or published guidance, regulatory examinations or orders, decrees and orders of any governmental authority.
4. "Card" means any physical, digital or virtual card or other payment device accessing an Account issued or made available by FMB and offered on an applicable Payment Network.
5. "Cardholder" means a Person (a) that has an Account with FMB or (b) whose name appears on the Card.
6. "Charge" means a payment, purchase or cash advance made by means of a Card.
7. "Chargeback" means a Charge subject to reimbursement from a merchant to FMB other than Adjustments or Merchandise Returns, under the agreement between acquirers and FMB or applicable Payment Network.
8. "Claim" means any claim (including counter or cross-claim), assertion, event, condition, investigation, proceeding or examination not in the ordinary course, by any third party.
9. "FMB" means Farmers & Merchants Bank and any successor bank.
10. "DPAN" (Device Primary Account Number also known as the "Digital" Primary Account Number) means the "network token" generated by the Payment Network or FMB that identifies the Provisioned Card that

is associated with a Cardholder's FPAN and used by FMB to identify the same Card and Account on which to Charge purchase transactions or other transactions using an Enabled Device.

11. "Eligible Card" means a Card offered by FMB from time to time on a Network or a Network Operated PN.
12. "Enabled Device" means a mobile communication device storing the Card credentials of a Cardholder.
13. "Eligible Device" means a mobile communications device, such as a cell phone, that is capable of becoming an Enabled Device by means of an application software available by download from a third party, such as Apple, Inc.
14. "FPAN" (Funding Primary Account Number) means the number of the actual Account appearing on the physical Card (or similar device) issued by FMB.
15. "Improper Charge" means any Charge to an Account initiated by a Person who is not authorized to make the Charge, including a fraudulent Charge.
16. "Merchandise Return" means a Charge that is subject to reimbursement by the merchant to FMB arising from a merchandise return under agreement between acquirers and FMB or under applicable Network rules.
17. "Network" means Visa U.S.A. Inc. and any other operator of a Payment Network available through FMB.
18. "Network Operated PN" means collectively the Payment Networks operated by Network.
19. "Payment Network" means any one of Visa, MasterCard, Discover, American Express or any other similar operator permitting a business or a consumer to engage in financial transaction using a credit, debit or prepaid Card.
20. "Person" means any individual, corporation, limited liability company, partnership, firm, joint venture, association, trust, unincorporated association, governmental authority, or other entity.
21. "Program" means a remote payment transaction initiated through an Enabled Device.
22. "Provisioned Account" means an Account associated with a Provisioned Card.
23. "Provisioned Card" means an Eligible Card that is associated with an Enabled Device so that the Enabled Device may be used to make a Charge to the Provisioned Account of the Cardholder of the Card.

FMB is not the provider of your Eligible Device nor do we provide the application software (app) that will enable your Eligible Device to become an Enabled Device which stores your DPAN. The app is provided by and available through a third party vendor download or other means. Consult the terms and conditions with the app provided to you by your third party vendor. Your Enabled Device, when used in accordance with the instructions, should enable you to make a Charge to your Provisioned Account. We are not responsible to you for the operation of the Program and the operation may not be available at all times or be error free. You are responsible for the transactions conducted using your Enabled Device. You are responsible for our fees and charges associated with the Service, if any, as stated in our applicable Schedule of Fees and Charges, and for the fees and charges associated with the Service and your use of your Enabled Device imposed by a Payment Network or your internet service, other wireless

communication provider or other third party, including but not limited to data transmission and usage fees.

We are responsible to you for Charges, including Improper Charges, assessed to your Provisioned Account using your Enabled Device as provided by Applicable Law. Your Provisioned Card is subject to the same terms and conditions that governed your Card before it became a Provisioned Card and transactions successfully conducted using your Enabled Device are subject to the same rights and obligations as stated in your Cardholder agreement. Consult your Cardholder agreement for further information.

You are responsible to safeguard your Enabled Device and to keep your login and your Service authentication credentials secure. You agree to call us at once if you believe your Enabled Device or your authentication credentials have been lost, stolen or compromised in any way or you believe an unauthorized person has used or may use your Enabled Device or your authentication credentials

If your Card or your Account is not in good standing with us then your Card is not eligible to become a Provisioned Card on your Eligible Device. We reserve the right to refuse to allow you to associate an Eligible Card with an Eligible Device for good cause at our discretion. We reserve the right to terminate your use of a Provisioned Card in an Enabled Device for good cause at our discretion. We reserve the right to block Charges intended to be made using your Enabled Device at any time for good cause at our discretion.

You are covered by our Privacy Policy. You authorize us to securely provide to third parties who are bound by a duty of confidentiality and who are necessary, in our opinion, to provide the Service to you such information about you and your Provisioned Account and your Provisioned Card as we reasonably believe is required to allow your Card to become a Provisioned Card in your Eligible Device. Third parties to which we may provide such information hereunder include but are not limited to Payment Networks and software application providers. Information about you provided to any third party is covered by that party's particular privacy policy. We are not responsible or liable to you for any breach of the obligation of confidentiality by any third party to whom we provide information provided we did so in good faith. We may also use information about you and provide such information to others to improve our ability to provide the Service on condition that such information is not identifiable, directly or indirectly, as being about you.

You acknowledge that we are not the provider of the application software that enables your Eligible Device to become an Enabled Device. Use of your Enabled Device involves the electronic transmission of personal information through third parties. Because we do not control these third parties we do not guarantee the privacy or security of the transmissions and shall not be responsible or liable to you for the performance or the non-performance of your Enabled Device or any third party not directly under our control. We do not represent or warrant that the Service will be available or error free.

We may process Adjustments, Chargebacks, Merchandise Returns and Claims as provided in your Cardholder agreement.

We can change these Terms and Conditions at any time and from time to time, including adding or deleting provisions. Your continued use of the Service following such change is your agreement to the

change. We may terminate the Service in whole or in part for use by you at any time. Our obligation to provide notice to you of any termination or any change shall be as required by Applicable Law.

You may not change these Terms and Conditions and any change applicable only to you must be in writing and signed by us.

You consent to receive electronic communications and disclosures from us in connection with the Service, the Program, your Provisioned Card, your Provisioned Account and your Enabled Device. You agree that we may contact you by means of e-mail at any e-mail address you provide to us from time to time. In the event you change your e-mail address you agree that we shall have a reasonable time to make the change on our systems. You agree to advise us promptly in the event your contact information changes.

We may provide notices to you concerning these Terms and Conditions, your use of the Service, the Program, your Provisioned Card, your Provisioned Account and your Enabled Device to any e-mail or mailing address we have on file for you.

These Terms and Conditions are governed by federal and applicable state law and subject to the law of the state governing your Account. Disputes arising out of or in any way related to the Service or your Card are subject to the dispute resolution procedures of your Account or your Cardholder agreement if different from those governing your Account.