

# F&M Bank - Business Online Banking Authorization and Agreement

<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Organization / Club			
Sole Proprietor or Business Name:		<input type="checkbox"/> Tax ID# <input type="checkbox"/> SSN	
Street                      City, State, Zip			
Business Phone:		Business Fax	Email:

Authorized Individual 1		DOB		Authorized Individual 2		DOB	
Name				Name			
Phone	DL #	State		Phone	DL #	State	
SSN	Issue Dt	Expire Dt		SSN	Issue Dt	Expire Dt	
Street				Street			
City, St, Zip				City, St, Zip			
Email:				Email:			

Authorized Individual 3		DOB		<input type="checkbox"/> Auth. Indiv. 4 <input type="checkbox"/> View/Export Only <input type="checkbox"/> Merchant Research Only		
Name				Name		
Phone	DL #	State		Email	DOB	
SSN	Issue Dt	Expire Dt		<b>If AI 4 provide additional information below:</b>		
Street				Street		
City, St, Zip				City, St, Zip		
Email:				Phone	DL #	State
<b>ACCOUNT SETUP</b>				SSN	Issue Dt	Expire Dt

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

Account #	Nickname	Account #	Nickname	Account #	Nickname

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

List the account numbers and select the account options the Administrator and Authorized Individuals are allowed to perform.

Account Number						
<b>Bill Payment</b>	<input type="checkbox"/> A-1 <input type="checkbox"/> A-2	<input type="checkbox"/> A-1 <input type="checkbox"/> A-2	<input type="checkbox"/> A-1 <input type="checkbox"/> A-2	<input type="checkbox"/> A-1 <input type="checkbox"/> A-2	<input type="checkbox"/> A-1 <input type="checkbox"/> A-2	<input type="checkbox"/> A-1 <input type="checkbox"/> A-2
	<input type="checkbox"/> A-3 <input type="checkbox"/> A-4	<input type="checkbox"/> A-3 <input type="checkbox"/> A-4	<input type="checkbox"/> A-3 <input type="checkbox"/> A-4	<input type="checkbox"/> A-3 <input type="checkbox"/> A-4	<input type="checkbox"/> A-3 <input type="checkbox"/> A-4	<input type="checkbox"/> A-3 <input type="checkbox"/> A-4
<b># of Signatures Required</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2	<input type="checkbox"/> 1 <input type="checkbox"/> 2	<input type="checkbox"/> 1 <input type="checkbox"/> 2	<input type="checkbox"/> 1 <input type="checkbox"/> 2	<input type="checkbox"/> 1 <input type="checkbox"/> 2	<input type="checkbox"/> 1 <input type="checkbox"/> 2
<b>Positive Pay</b>	<input type="checkbox"/> A-1 <input type="checkbox"/> A-2	<input type="checkbox"/> A-1 <input type="checkbox"/> A-2	<input type="checkbox"/> A-1 <input type="checkbox"/> A-2	<input type="checkbox"/> A-1 <input type="checkbox"/> A-2	<input type="checkbox"/> A-1 <input type="checkbox"/> A-2	<input type="checkbox"/> A-1 <input type="checkbox"/> A-2
	<input type="checkbox"/> A-3 <input type="checkbox"/> A-4	<input type="checkbox"/> A-3 <input type="checkbox"/> A-4	<input type="checkbox"/> A-3 <input type="checkbox"/> A-4	<input type="checkbox"/> A-3 <input type="checkbox"/> A-4	<input type="checkbox"/> A-3 <input type="checkbox"/> A-4	<input type="checkbox"/> A-3 <input type="checkbox"/> A-4
<b>Mobile Deposit</b>	<input type="checkbox"/> A-1 <input type="checkbox"/> A-2	<input type="checkbox"/> A-1 <input type="checkbox"/> A-2	<input type="checkbox"/> A-1 <input type="checkbox"/> A-2	<input type="checkbox"/> A-1 <input type="checkbox"/> A-2	<input type="checkbox"/> A-1 <input type="checkbox"/> A-2	<input type="checkbox"/> A-1 <input type="checkbox"/> A-2
	<input type="checkbox"/> A-3 <input type="checkbox"/> A-4	<input type="checkbox"/> A-3 <input type="checkbox"/> A-4	<input type="checkbox"/> A-3 <input type="checkbox"/> A-4	<input type="checkbox"/> A-3 <input type="checkbox"/> A-4	<input type="checkbox"/> A-3 <input type="checkbox"/> A-4	<input type="checkbox"/> A-3 <input type="checkbox"/> A-4
<b>Transfer Funds</b>	<input type="checkbox"/> A-1 <input type="checkbox"/> A-2	<input type="checkbox"/> A-1 <input type="checkbox"/> A-2	<input type="checkbox"/> A-1 <input type="checkbox"/> A-2	<input type="checkbox"/> A-1 <input type="checkbox"/> A-2	<input type="checkbox"/> A-1 <input type="checkbox"/> A-2	<input type="checkbox"/> A-1 <input type="checkbox"/> A-2
	<input type="checkbox"/> A-3 <input type="checkbox"/> A-4	<input type="checkbox"/> A-3 <input type="checkbox"/> A-4	<input type="checkbox"/> A-3 <input type="checkbox"/> A-4	<input type="checkbox"/> A-3 <input type="checkbox"/> A-4	<input type="checkbox"/> A-3 <input type="checkbox"/> A-4	<input type="checkbox"/> A-3 <input type="checkbox"/> A-4

**Transfer Funds Review Limit \$**                      **Required for Accts. With 2 Signatures Required for Transfer / Withdrawal**

A-1    A-2    A-3    A-4   **Merchant Research** (View deposited items – not needed for viewing statements only)

### FUND TRANSFER TEMPLATE SETUP (leave blank if none are wanted)

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

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

I approve Online Transfers from the Line of Credit Loan(s) listed below. Officer Signature/Date:

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

### AUTHORIZATION

The undersigned is an Agent with powers granted to execute, amend, modify or terminate F&M Bank electronic business services, per the F&M Bank Resolution executed for each account listed in the Account Setup section of this Business Online Banking Authorization (this "Authorization"). Further, the Agent authorizes F&M Bank to enable the Authorized Individuals identified on this Authorization with the authority to perform the electronic business banking services set forth on this Authorization. **IT IS UNDERSTOOD AND AGREED**, that this Authorization shall remain in full force and effect until written notice of amendment or termination has been given to and received by F&M Bank in the manner and place designated on the Electronic Business Banking Agreement, and that no such notice shall affect any action taken or order or instruction made prior to its receipt. **IN WITNESS WHEREOF**, a duly authorized officer or other representative of F&M Bank has signed and dated this Authorization.

Agent Signature and Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

F&M Authorized Officer/Representative Signature and Date: \_\_\_\_\_

### AUTHORIZATION SETUP (Bank Use Only)

Setup By / Date	Admin User ID:	AI User ID:
Reviewed By/Date	<input type="checkbox"/> User ID and Password Emailed	<input type="checkbox"/> User ID and Password Emailed

# F&M Bank - Business Online Banking Authorization and Agreement

## 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, funds transfers, transaction information, exporting transaction data, and account statements (a rolling 24 months of statements). Optional services: online bill payment, business mobile app, business mobile deposit and deposited item research (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 (32 & 64-bit), Windows 10 and newer (64-bit). Mac OS 10.7 or newer and Internet Explorer 11.0 and newer, Google Chrome, Mozilla Firefox, Apple Safari 10.0 and newer, Microsoft Edge.

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**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, (3) establish a Security Profile (email address and mother's maiden name), and (4) will be given the option to register their personal computer. Authorized user(s) will not be required to change their secret password; however the Bank recommends each user change their secret password after each 90 days. 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 require the customer to change their password (A change password email link will be sent to the customer). 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.

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.

# F&M Bank - Business Online Banking Authorization and Agreement

**Entire Agreement.** This Agreement, together with the F&M Business Online Banking Authorization 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; and executed by an F&M Employee.

## F&M Bank

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Bank Representatives Signature	Date
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Bank Representatives Name and Title

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Branch Street Address

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City	State	Zip
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## Customer

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Customers Signature	Date
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Customers Name and Title

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Business Name

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Business Street Address

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City	State	Zip
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