

FARMERS & MERCHANTS BANK OF KENDALL INTERNET BANKING SERVICES AGREEMENT

Please carefully read this Internet Banking Services Agreement for the use of Internet Banking and related services provided by Farmers & Merchants Bank of Kendall. By clicking the "**I Agree**" button, you agree to the terms and conditions of this Agreement including your consent to future amendments of the Agreement. If you do not agree to these terms and conditions, click the "**Decline**" button and you will return to our home page.

The terms and conditions of the deposit agreements and disclosures for each of your bank accounts as well as your other agreements with this bank, such as loans, continue to apply.

Please keep a copy for your records.

DEFINITIONS

This Agreement applies to your use of the Bank's Internet banking portal, which permits you to access your accounts with us via the Internet for services selected by you and agreed upon by us. This Agreement applies to all persons that are parties to the accounts. When used in this Agreement, the terms "you" and "your" refer to each depositor on the account(s) accessible by Internet Banking, and the terms "us", "we", and "our" refer to Farmers & Merchants Bank of Kendall.

ACCESS

You can access your Farmers & Merchants Bank of Kendall accounts through Internet Banking. Each of your accounts at the Bank are also governed by your Deposit Account Rules, Funds Availability Act Disclosure, Electronic Funds Transfer Act Disclosure and related account agreements.

Internet Banking is a service provided solely for use by our customers. You will need a Username and password to gain access to your accounts using Internet Banking. During enrollment, you will create and confirm a password which you will use to gain access to Internet Banking, in conjunction with your assigned Username. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. You will have a series of attempts to correctly enter your password and answer your security questions. If you get locked out of your authorization to use Internet Banking, you must contact us at 608-463-7101 to have your failed login attempts cleared or to obtain a new temporary password.

You should protect your password at all times and change it on a regular basis. You agree to keep the password safe and to not disclose or make the password available to anyone. Anyone who has access to your password will have full access to your accounts and the services you can perform in Internet Banking. You have no ability to limit any such person's authority. If anyone uses your password with your permission (an "Authorized User"), you will be responsible for any transactions performed by that person.

To access your personal and/or business accounts through Internet Banking, you must have an eligible Bank account (listed below), Username, and an Internet Banking Password. Farmers & Merchants Bank of Kendall accounts accessible through Internet Banking include: Checking Accounts, Savings Accounts, Certificates of Deposit, Loans, and Safe Deposit Boxes.

SECURITY INFORMATION (OUR PROCEDURES)

To use Internet Banking Services, you must have your own Internet Service Provider and the necessary computer equipment required by the browser (the latest version of Google Chrome, Microsoft Edge, Mozilla Firefox, or Safari for MAC systems with 128-bit encryption) which you select. The browser you select must support JavaScript and must have cookies enabled. You are

responsible for the selection, installation, maintenance, and operation of your computer and software. Your computer system may include another financial services software which is not associated with the Bank and the Bank is not responsible for them.

NOTE: Internet Banking services are not compatible with mobile devices and are not guaranteed to work.

The Internet Banking platform utilizes a comprehensive security strategy to protect accounts and transactions conducted over the Internet. In addition to our login security which incorporates multi-factor authentication (i.e. usernames, passwords, questions or passcode, we use secure socket layer ("SSL") encryption technology.

Your browser automatically activates this technology when it attempts to connect to Internet Banking and it will support the 128-bit key lengths. Whenever SSL is securing your communications, the browser will typically indicate the "secure session" by changing it from "Not Secure" at the top of the screen to a closed padlock. Your communications are encrypted from your browser to our servers at all times, so no unauthorized party can read the information as it is carried over the Internet. Additionally, our servers have been certified by a "Certificate Authority" to assure you that you are actually talking to our servers instead of someone pretending to be us.

There is a 15-minute default time limit on any screen, regardless of the keystrokes that you use. Under the default time limit, if 15 minutes lapse without you doing anything on the screen, then you will be taken back to the login screen where you will be prompted to re-enter your username and password.

You agree that these procedures are a commercially reasonable method of providing security against unauthorized payment orders or other transactions and that these procedures are not for detection of errors. We reserve the right to change any process from time to time to implement new measures that are recommended in the industry to respond to new or increased threats.

SECURITY INFORMATION (YOUR OBLIGATIONS)

You understand the importance of your role in preventing misuse of your accounts through Internet Banking, and you:

- Agree to promptly examine any statement you receive or that we make available to you for each of your accounts in a timely manner;
- Agree to protect the confidentiality of your account, and expressly assume responsibility for any transaction conducted by an Authorized User or any Losses that result from the actions (or inactions) of you or an Authorized User;
- Understand that certain identification information by itself or together with information related to your account may allow unauthorized access to your accounts;
- Acknowledge that, notwithstanding our efforts to ensure that Internet Banking is secure, the Internet is inherently insecure and that transmission of electronic mail occurs openly on the Internet and can potentially be monitored and read by others;
- Understand and acknowledge that we cannot and do not warrant that email transmitted to and from us, will not be monitored or read by others;
- Understand and agree that we are not responsible for any electronic virus or viruses that you may encounter;
- Agree to routinely scan your computers using a reliable virus detection product to detect and remove any viruses, but understand and acknowledge that there are certain viruses, malware, etc., which may not be detectable by commercially available software and agree that the Bank shall have no liability for any such intrusions, except as otherwise set forth herein;

- Agree to install, maintain, update and utilize industry standard security products that are appropriate for you, including, without limitation, firewalls, anti-virus protection software, anti-spyware protection, operating systems and applications with the latest patches, and a browser product that indicates the website you are on; and
- Agree to comply with the password requirements set forth herein, as such password requirements may be changed from time to time, and to employ reasonable steps in selecting, maintaining, and protecting passwords and other codes and access devices related to Internet Banking, the services and your accounts.

HOURS

Internet Banking is available 24 hours a day, seven days a week for purposes of electronic transactions. However, at certain times, some or all of the Internet Banking features may not be available due to system maintenance. Our business days are Monday through Friday, excluding Saturdays, Sundays and our bank's holidays, even if the Bank or any branch is open all or part of such days. All transaction requests initiated through Internet Banking and received after 3:00 p.m. (Central Standard Time) Monday through Friday will be processed the next business day. Any transactions initiated on non-business days or holidays will be processed the next business day.

SYSTEM SERVICES

You can use Internet Banking to perform any of the following:

- Transfer funds between accounts – You may transfer amounts up to the available balance in your account(s). **No transfers may be made from an account that requires two or more signatures without prior written authorization.** Transfers cannot be made from Certificates of Deposit or IRAs. Although most transfers will be processed on the same business day if received prior to 3:00 p.m. (Central Standard Time), some transfers may require offline processing and are subject to available balance verification. The Bank reserves the right to limit the frequency and dollar amount of transactions from your accounts for security reasons.

FEES

There are no monthly fees for accessing your account(s) through Internet Banking. If you submit a stop payment request to us, we will charge your account the fee for such service specified on our current fee schedule, as amended from time to time. **PLEASE NOTE THAT FEES FOR INTERNET ACCESS WILL BE ACCESSED AND BILLED SEPARATELY BY YOUR INTERNET SERVICE PROVIDER.**

OVERDRAFTS

When you schedule a funds transfer using the Internet Banking Service, you authorize us to withdraw the necessary funds from your account with us. We deduct the amount of your funds transfer from your account on the date we process your instruction. Each instruction to us to withdraw or transfer from an account is an order to us to pay from that account at that time or on a later date, if any, indicated in the instruction. If the account is maintained in connection with an overdraft protection plan, any overdraft will be made in accordance with the agreement or rules governing that account rather than this Agreement. Any attempt to make an internal transfer or payment that results in insufficient funds to the debiting account will not be completed.

ELECTRONIC FUNDS TRANSFERS

Cancel a Pending Electronic Funds Transfer

Once a transfer request has been initiated by you, if you wish to cancel it, you must initiate another transfer to reverse the initial request. The instruction to cancel or change the transfer must be completed by 3:00 p.m. If the change is not made by that time, we may process the transaction.

Confirmation of Preauthorized Electronic Fund Transfers (Deposits)

If you have arranged to have electronic deposits made to your account from the same payor at least once every sixty (60) days, you can find out if your deposit has been received through Internet Banking or by calling 608-463-7101.

Notice of Varying Preauthorized Electronic Fund Transfers (Withdrawals)

If your recurring electronic payments vary in amount, the person or company you intend to pay should tell you, ten (10) days before each electronic payment, the date the payment will be made and how much it will be. The person or company that you are paying may choose to give you the option 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. You should contact the person or company you are paying with any questions about these notices.

STOP PAYMENT ORDERS

You may place stop payment orders on **checks only** using Internet Banking. When placing a stop payment order, you agree to indemnify us and hold us harmless for all losses incurred by us due to our refusal to pay the check. You acknowledge that, under the law, there are some situations where a check can be enforced against you even though you ordered us to stop payment. In such instances, we will not be liable to you for refusing to enforce your stop payment order. We will not have a duty to stop payment until you have given us the following: check number, the exact amount of the check and the name of the payee. In addition, we must have had a reasonable opportunity to act on your stop payment order prior to the earlier of our payment of it or one hour after the opening of the next business day after the business day we received it. The information we require you to submit in connection with your stop payment order must be exactly correct to enable our computer system to match the payment to be stopped to your stop payment order.

A stop payment order on a check is effective for six (6) months unless you renew the notice in writing within that time, in which case the stop payment order will be effective for an additional six (6) months. Stop payment orders received after regular banking hours or on a holiday shall be deemed received at the opening of business on the next business day.

If we pay an item despite your timely stop payment order, the following rules will apply: (a) you will have to prove to us that you have suffered a loss and, if so, the amount of the loss; (b) we will be able to enforce any rights that the original payee or any other person who held the check had against you; (c) we will not re-credit your account until you prove your loss and we are satisfied that we are required by law to do so; and (d) if we re-credit your account, you agree to sign a statement describing the dispute with the payee or other holder of the check, to transfer to us all of your rights against the payee or other holder of the check, and to assist us in legal action taken against that person. A stop payment order will be released only upon written request from the account owner who authorized the stop payment order to be placed.

STATEMENTS

Your Internet banking account activity will appear on the account statements we make available to you. We will make available to you an account statement each month for checking accounts. Saving account statements will be available monthly if there are electronic transfers. If there are no electronic transfers in a particular month, you will receive your Saving account statement quarterly at a minimum.

eSTATEMENTS

By signing up for eStatements and/or eNotices, you acknowledge that any notification and/or disclosures related to your account that can be sent electronically may be and that you may no longer receive those notifications and/or disclosures in paper format.

We will send you notification when your eStatement and/or eNotice is available for viewing to the email address you provide us. By providing an e-mail address you authorize us to send requested information to the e-mail address and you are responsible for the security of your e-mail account. It is your

responsibility to notify us if your e-mail address changes. We will continue to send eStatements and/or eNotices to the e-mail address provided until otherwise notified by an authorized account holder.

NEW SERVICES

The Bank may, from time to time, introduce new Internet Banking services. We shall update this Internet Banking Service Agreement to notify you of these new services. By using these services when they become available, you agree to be bound by the rules contained in this Agreement.

LIABILITY

The Farmers & Merchants Bank of Kendall reserves the right to refuse to open an account or deny customers the ability to access Internet Banking, to limit access or transactions or to revoke a customer's access to Internet Banking without advance notice to the customer.

Limitation of Liability

We will be liable to you for damages proximately caused by our failure to make a properly requested electronic fund transfer, in accordance with the terms and conditions of this Agreement, in the correct amount or in a timely manner. Notwithstanding the foregoing, unless required by law, we will not be liable to you:

- - If a hold has been placed on deposits made to an account from which you wish to transfer funds. You cannot transfer the portion of the funds held until the hold expires.
- - If the money in your account is subject to a legal process or any other encumbrance or claim restricting the transfer.
- - If there are insufficient funds in your account, or the transfer would exceed the credit limit or any overdraft line you have with us. In those instances, we may decline to complete the transfer.
- - If Internet Banking, computer or telephone was not working properly and you knew about the problem when you requested the transfer.
- - If an act of God or circumstances beyond our control such as fire, flood, computer breakdown or problems with the telephone line prevent the transfer despite reasonable precautions we have taken.
- - If you have not properly followed the software manufacturer's recommendations or Internet Banking Services instruction on how to make a transfer.
- - If a transfer could not be completed due to systems unavailability.
- - If incomplete or inaccurate information is forwarded to us by you or through an automated clearinghouse.
- - If your operating system is not properly installed or functioning properly.
- - For errors or failures from any malfunctions of your browser, internet service provider, computer, computer virus or other problems relating to the computer equipment you use with the Internet Banking Service, including, without limitation, your inability to access Internet Banking Service or any part of Internet Banking Service.
- - For a failure to provide access or for interruptions in access to the Internet Banking Service due to Internet Service system failure.
- - **NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, UNLESS OTHERWISE PROHIBITED BY LAW, OUR SOLE RESPONSIBILITY FOR AN ERROR BY US OR OUR THIRD-PARTY PROVIDER IS TRANSFERRING FUNDS TO CORRECT THE ERROR, BUT IN NO CASE WILL THE BANK BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR IN ANY WAY RELATED TO INTERNET SERVICE.**
- -If any of the circumstances listed above should occur, we will assist you with reasonable efforts in taking appropriate corrective actions to reprocess the transactions that may not have been completed or to correct any incorrect transactions that may have been processed.
- View & download account information, including account balances and transaction history
 - Account balance and transaction history reflects activity through the close of the previous business day.

- View and print statements
- View images of paid items and deposit tickets
- Elect to receive eStatements
- Place stop payment orders on checks

Other Agreements

In addition to this Agreement, the terms and disclosures you received at the time your accounts were opened with us remain in full force and effect. In the event of a conflict between this Agreement and any other account rules and agreements that apply to your accounts, this Agreement shall control.

Disclosure of Information to Third Parties

We may disclose information to third parties about your account or the transfers you make, as permitted by law, including, without limitation: where it is necessary for completing or tracing transfers or resolving errors or claims; to verify the existence and condition of your account for a third party, such as a credit bureau or merchant or other financial institution; to comply with court orders or other legal process; to comply with subpoenas, summonses, search warrants or requests from government agencies; to other companies affiliated with us; to others with your consent; and whenever required by law.

System Support

You understand that some support and services relating to Internet Banking, are provided by third parties other than us, and you authorize us to contract with third parties to provide such support and service.

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither the service providers nor the Bank shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, the Bank, or by Internet browser providers, or by Internet access providers or by online service providers or by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, or Internet browser or access software even if we have been advised of the possibility of such damages. We are not responsible for any computer virus or related problems that may occur with your use of our Internet Banking Services. **WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU.**

CHANGES TO CHARGES, FEES OR OTHER TERMS

We reserve the right to change the terms described in this Internet Banking Agreement. When changes are made to terms, we will update this Internet Banking Agreement and you will be required to re-accept the terms. The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of Internet Banking. If such a change is made, and it can be disclosed without jeopardizing the security of Internet Banking, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes. If you decline changes made to the Agreement, you will not be allowed access to Internet Banking. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Deposit Account Rules and Bank Charges.

OTHER AGREEMENTS

In addition to this Internet Banking Agreement you agree to be bound by and will comply with the requirements of the applicable Deposit Account Rules including your signature card and any change of terms notices, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the bank belongs, the terms of any credit agreements you have with the Bank and all applicable state and federal laws and regulations. We also agree to be bound by these terms.

TERMINATION OF THIS AGREEMENT

Either you or we may terminate this Internet Banking Agreement at any time upon giving notice of the termination to the other party. For good reason, including non-usage or inactivity, the Bank reserves the right to terminate this Internet Banking Agreement and your access to Internet Banking Services, in whole or in part, at any time without prior notices to you. Upon termination, we reserve the right to make no further payments or transfers from your account(s), including payments or transfers you have previously authorized. If you terminate your Internet Banking Services, you authorize the Bank to continue making transfers you have previously authorized until such time as the Bank has had a reasonable opportunity to act upon your termination notice. You agree that upon termination of your Internet Banking Services, either by you or by us, you will cancel all automatic or recurring transfers you have previously authorized, and that if you fail to do so, you are responsible for such payments.

GOVERNING LAW

This Internet Banking Agreement will be governed by and interpreted in accordance with all applicable federal and state laws and regulations. To the extent there is no applicable federal law or regulation, this Internet Banking Agreement will be governed by and interpreted in accordance with the laws of the State of Wisconsin.

SEVERABILITY

In the event any provision of these terms is held unenforceable, it will not affect the validity or enforceability of other provisions of this Internet Banking Agreement. The unenforceable provision will be replaced either by another enforceable provision contained either within this Internet Banking Agreement or other related Banking agreement, or by an enforceable provision at law which most closely reflects the intention of the unenforceable provision.

RECORDING AND RETENTION OF INFORMATION

You agree that we may record the information and electronic messages you enter through your use of the Internet Banking Services. You also agree that all information submitted by you will become the property of the Bank.

PREVENTING MISUSE OF YOUR ACCOUNT

1. Periodic Statements - Your role is extremely important in the prevention of any wrongful use of your account. You will receive a periodic statement for your accounts as described in the Deposit Account Rules. This statement will include all transactions posted through your use of the Internet Banking Services. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call Farmers & Merchants Bank of Kendall Operations Department at (608) 463-7101.
2. Protecting Personal Information - In addition to protecting your account information, you must take precautions to protect your personal identification information, such as your driver's license, Social Security Number, User ID, etc. This information, by itself or together with information on your

account, may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

3. Taking Care of Your Internet Banking Password - The password that is used to gain access to Internet Banking Services should be kept confidential. For your protection, you are required to change your internet banking password every six (6) months. We recommend that you memorize this internet banking password and do not write it down. You are responsible for keeping your password, User ID, account number and other account data confidential. **YOU HEREBY AUTHORIZE US TO ACCEPT INSTRUCTIONS FROM ANYONE USING YOUR PASSWORD. WE SHALL HAVE NO LIABILITY FOR RESULTING DAMAGES WHEN THE PASSWORD HAS BEEN USED TO ACCESS THE INTERNET BANKING SERVICES. IF YOU BELIEVE THAT YOUR INTERNET BANKING PASSWORD MAY HAVE BEEN LOST OR STOLEN, OR THAT SOMEONE HAS TRANSFERRED OR MAY TRANSFER MONEY FROM YOUR ACCOUNT WITHOUT YOUR PERMISSION, YOU AGREE TO NOTIFY FARMERS & MERCHANTS BANK OF KENDALL AT (608) 463-7101 IMMEDIATELY.** The Bank may cancel your password at any time if necessary to maintain the security of your accounts.

4. Inactive Accounts - Only customers who are signed up for Internet Banking will be able to access their accounts online. If you are signed up for Internet Banking, and have not logged in for 450 days, your record will be automatically deleted from Internet banking on day 451 without any further notice to you in order to increase the security of this service.

CONSUMER LIABILITY

Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). Notify us at once if you believe another person has improperly obtained your internet banking password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. You could lose all the money in your account plus the maximum amount of any unused credit on your overdraft credit line. To notify us, call Farmers & Merchants Bank of Kendall Operations Department at (608) 463-7101, Monday through Friday, 8:00 A.M. through 5:00 P.M. (Central Time) or write to Farmers & Merchants Bank of Kendall, P.O. Box 130, Kendall, WI 54638.

The following rules established by Regulation E govern your liability unless the laws of the state governing your account impose lesser liability on you.¹ If you tell us within two (2) business days after you learn of the loss or theft of your password, you can lose no more than \$50.00 if someone used your password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password, and we can prove we could have stopped the unauthorized transactions 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 use of your password or other means, and you do not tell us within sixty (60) days after the statement was made available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

In case of errors or questions about your electronic transfers, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, telephone us at (608) 463-7101 or toll free (866) 463-7101 or write us at P.O. Box 130, Kendall, WI 54638 as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

¹ If your account is governed by Wisconsin law, the most you can lose if someone used your password without your permission is \$50.00.

1. Tell us your name and account number (if any).
2. 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.
3. Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provide provisional credit to your account within 10 business days 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 ten (10) business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

AMENDMENTS

We may amend this Agreement at any time. The "effective date" will be indicated at the end of this agreement. You will be prompted to accept the amendments to the Agreement before accessing Internet banking. If you do not accept the amendments, you will not be granted access to Internet banking.

MISCELLANEOUS FEES AND CHARGES

Miscellaneous fees and charges will be charged in accordance with the Bank's published Bank Charges.

EFFECTIVE DATE

This agreement will be effective November 18, 2021.