

FMS Bank's Internet Banking Accounts Access Agreement

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I. Introduction

This Online Access Agreement (“Access Agreement”) for accessing your **FMS Bank** account(s) through Internet Banking explains the terms and conditions governing the Internet Banking services and Bill Pay offered through Internet Banking. By using **FMS Bank’s** Internet Banking, you agree to the terms and conditions of this Access Agreement. This Access Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent there is no applicable Federal law or regulation, by the laws of the State of Colorado. The terms “we”, “us”, “our”, “**FMS Bank**”, and “Bank” refer to **FMS Bank**. “You” refers to each signer on an account. The term “business days” means Monday through Friday, excluding Saturday, Sunday and banking holidays.

Internet Banking can be used to access **FMS Bank** account(s). Each of your accounts at **FMS Bank** is also governed by the applicable account disclosure statement (“Deposit Account Agreement and Disclosure”).

II. Protecting Your Account(s)

a. Preventing Misuse of Your Account(s)

Your role is extremely important in the prevention of any wrongful use of your account(s). You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call **FMS Bank** Customer Service at (970) 867-3319.

Protecting Personal Information – In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver’s license, Social Security Number, 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.

Taking Care of Your Online Password – The password that is used to gain access to **FMS Bank’s** Internet Banking should also be kept confidential. We strongly recommend that you **not** disclose it to others, as doing so gives the person or company to whom you have given this sensitive information the power to access and perform transactions on your account(s). ***In fact, if you make such a disclosure along with other pertinent information about your account(s) and this online service, neither we, nor you will be able to prevent that person or company from accessing or performing transactions on your account(s) whether or not you actually authorize or even know about such activity,*** and the access and transactions so performed will not be considered unauthorized (see Section II.b. *Unauthorized Transactions in Your FMS Bank Accounts*) unless the access or transaction occurs after you have notified us of your previous disclosure and your revocation of the authority of the other person or company to perform

Online business with us, and you have changed your password without disclosing the new password.

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(s) without your permission, notify **FMS Bank** at once, at (970) 867-3319.**b. Unauthorized Transactions in Your FMS Bank Account(s)**

Notify us immediately 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(s) without your permission, or if you suspect any fraudulent activity on your account(s). Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call **FMS Bank** Customer Service at (970) 867-3319, or write **FMS Bank**, 520 Sherman St., Fort Morgan, CO 80701.

If your Internet Banking password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Internet Banking password without your permission to access a **FMS Bank** deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500.

- **Consumer Customers: In Case of Errors or Questions About Your Electronic Transfers.** Telephone us at (970) 867-3319, or write us at **FMS Bank**, 520 Sherman St, Fort Morgan, CO 80701 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 would like to hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. 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 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 forty five (45) days to investigate your complaint or question. If we decide to do this, we will

credit your account within ten (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 a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (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.

If a notice of error involved unauthorized use of your point of sale debit card with the VISA logo when it is used as a VISA point of sale debit card, we will provide provisional credit within five (5) business days after you notify us instead of within ten (10) or twenty (20) business days. We may withhold providing this accelerated provisional credit, to the extent allowed under applicable law, if the circumstances or account history warrants the delay.

This section titled “In Case of Errors or Questions About Your Electronic Transfers” **does not** apply if you are a Non-Consumer, a Consumer who is ineligible for protection under Federal Regulation E or a Business Customer. Those individuals and Businesses must notify us immediately if they discover any unauthorized transactions or errors. If you are a Non-Consumer, a Consumer who is not eligible for protection under Federal Regulation E or Business Customer, you acknowledge that your ability to require the Bank to correct such errors is governed by the Deposit Account Agreement. You assume the entire risk for fraudulent, unauthorized or otherwise improper use of Internet Banking.

c. Privacy Policy

We Take Our Commitment to Your Privacy Seriously

We all want to feel safe about the information we give to financial institutions. Protecting your privacy is important to **FMS Bank** and our employees. We want you to understand what information we collect and how to use it. In order to provide our customers with a broad range of financial products and services as effectively and conveniently as possible, we use technology to manage and maintain customer information.

What You Can Do

For your protection, we recommend that you do not provide your account information, user name, or password to anyone. If you become aware of any suspicious activity relating to your account, please contact us immediately.

If you ever have questions or concerns about the integrity of your account information, please call us at (970) 867-3319 or write us at 520 Sherman St., Fort Morgan, CO 80701.

III. Accessing Your FMS Bank Account(s) through Internet Banking

a. Requirements

Accessing Internet Banking requires the use of a computer and printer, and a communications link (usually through a traditional or cellular telephone service provider or a cable connection and a modem or other device for connecting your computer to the Internet). All of the equipment and the communications link are collectively referred to as your "Computer." You alone are responsible for selecting, obtaining, installing, maintaining and operating your Computer in accordance with the requirements provided by the respective manufacturers and service providers. To access Internet Banking through the Internet, you will need an Internet Service Provider and a browser that supports 128-bit encryption. Internet Banking is compatible with Internet Explorer, Google Chrome, Mozilla FireFox and Apple Safari. In order to keep copies of information provided as a result of your use of Internet Banking, you will need to have access to a printer or have the ability to download information.

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other computer equipment. This responsibility includes, without limitation, your utilizing up to date web browsers and the best commercially available encryption, antivirus, anti-spyware, and Internet security software. You are also responsible for obtaining Internet Services via the Internet service provider of your choice, for any and all fees imposed by such Internet service provider and any associated communications service provider charges. You acknowledge that there is certain security, corruption, transmission error, and access availability risks associated with using open networks, such as the Internet, and you hereby expressly assume such risks. You acknowledge that you are responsible for the data security of the Computer used to access Internet Banking, and for the transmission and receipt of information using the Computer. You acknowledge that you have requested Internet Banking for your convenience and have made your own independent assessment of the adequacy of the Internet and Computer and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction of failure

of the Internet or your Computer nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Computer.

b. Electronic Mail (E-mail)

You cannot use E-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within Internet Banking or call (970) 867-3319.

c. Fees

There are no monthly or transaction fees for accessing your account(s) through Internet Banking. See Section V for a description of Bill Pay fees.

Please note that other fees may be assessed by your Internet Service Provider.

d. New Services

FMS Bank may, from time to time, introduce new online services via Internet Banking. We will notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

e. Benefits of Using Internet Banking

With Internet Banking, you can manage your personal account(s) from your home or office on your personal computer. You can use Internet Banking to:

- View account balances and review transaction history.
- Transfer money between accounts. (As noted in the applicable Account Deposit Agreement and Disclosure Statement).
- Pay bills to any merchant, institution or individual.

f. Enrollees and Owners

Consumer Accounts – If an Account held by a Consumer is owned by more than one person, each such Consumer individually has the right to provide us with instructions, make any decision, obtain any information or make any request associated with the Account and related to the Internet Banking Service, to the extent allowed by the terms, conditions or governing provisions of the applicable Deposit Agreement or Credit Agreement. Any owner of a personal account is entitled to enroll in the Internet Banking Service and conduct transactions in the Internet Banking Service.

If an Account is owned by more than one person, each such owner individually has the right to provide us with instructions, make any decision, obtain any information or make any request associated with the Account and related to the Internet Banking Service, to the extent allowed by the terms, conditions, or governing provisions of the applicable Deposit Agreement or Credit Agreement. Business Customers – Notwithstanding how many owners, managers, officers, authorized signers, only one Authorized Representative can enroll in the Internet Banking Service using the tax identification number of the business. The Authorized Representative shall be called the Enrollee.

IV. Terms and Conditions

The first time you access your FMS Bank account(s) through Internet Banking you agree to be bound by all the terms and conditions of this Agreement and acknowledge your receipt and understanding of this disclosure.

You agree to monitor your Account activity and Account statements (if applicable) delivered by us electronically or by mail.

You agree to keep informed of any changes to Internet Banking by regularly visiting our website at www.fmsbank.com.

You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using Internet Banking.

You agree not to store non-public personal information, Account, or personal data that might compromise the security of your financial relationship with **FMS Bank** or, if stored, such information will be encrypted and secured with commercially reasonable security procedures. Such information includes, as an example, Account names, Account balances, user names and passwords, Social Security Number or Taxpayer Identification Number.

You agree not to leave your Computer unattended while logged into Internet Banking and to log off immediately at the completion of each access of the Internet Banking service.

You agree to exercise commercially reasonable precautions to protect your Computer from viruses, malware and other malicious applications by maintaining a current anti-virus and anti-malware service.

You agree to not use any personally identifiable information when creating shortcuts to your Account.

.a. Your Online Password

You will be given an Online Password that will give you access to your **FMS Bank** account(s) for Internet Banking access. This password can be changed within Internet Banking using the options button. We recommend that you change your password regularly. FMS Bank will act on instructions received under your password. For security purposes, it is recommended that you memorize this Internet Banking password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential.

b. Payment Account

Although there are no fees for accessing your account(s) through Internet Banking, you may be asked to designate a payment account for selected services such as Bill Pay. You agree to pay

promptly all fees and charges for services provided under this Agreement, and authorize us to charge the account that you have designated as the payment account or any other account for the fees.

Your Internet Banking access may be cancelled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, Internet Banking may be reinstated, once sufficient funds are available in your account(s) to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call **FMS Bank** Customer Service at (970) 867-3319.

If you do not access your FMS Bank account(s) through Internet Banking for any six (6) month period, **FMS Bank** reserves the right to disconnect your service without notice. Please note that your bill payment information will be lost if you are disconnected.

You agree to be responsible for any telephone charges incurred by accessing your **FMS Bank** account(s) through Internet Banking.

If you wish to cancel any of the services offered through Internet Banking, please contact **FMS Bank** Customer Service at (970) 867-3319 or send us cancellation instructions in writing to **FMS Bank**, Attention: Customer Service, 520 Sherman St., Fort Morgan, CO 80701.

c. Our Liability

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, **FMS Bank**, OR by Internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Explorer browser), 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, the Online Financial Services, or Internet browser or access software.

d. Overdrafts: Order of Payments, Transfers, and Other Withdrawals

If your account has sufficient funds to perform all electronic funds transfers (ATM withdrawals, pre-authorized transactions, Internet Banking transfers and bill payments, etc.) that you have requested for a given business day, then certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority.

When you schedule a payment or transfer, you authorize **FMS Bank** to withdraw the necessary funds from your **FMS Bank** deposit account(s). You agree that you will instruct **FMS Bank** to make a withdrawal only when a sufficient balance is or will be available in your account at the time of withdrawal. If you do not have a sufficient balance, including available credit under any revolving line of credit, we may either complete the transfer or payment – creating an overdraft – or refuse to complete the transfer or payment. In either case, we reserve the right to impose a non-sufficient funds (NSF) fee or overdraft fee.

Transfers can be for any amount between \$1.01 and \$99,999.99. Payments can be for any amount between \$0.01 and \$9,999.99.

e. Hours of Accessibility

You can access your **FMS Bank** accounts through Internet Banking 7 days a week, 24 hours a day. However, at certain times, some or all of Internet Banking may not be available due to system maintenance.

A transfer initiated through Internet Banking before 6:00 p.m. Mountain Time on a business day is posted to your account the same day.

All transfers completed after 6:00 p.m. Mountain Time on a business day or on a Saturday, Sunday or banking holiday, will be posted on the next business day.

Our business days are Monday through Friday. Saturday, Sunday and banking holidays are not included as a business day.

f. Additional Terms and Conditions

Obtaining Account Balance and Transaction History – You can obtain balance and transaction history on all eligible accounts. Current balance and activity information is available as of the close of the previous business day.

Transferring Funds – The number of transfers from a savings account is limited as described in the applicable Deposit Account Agreement and Disclosure. 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.

g. Periodic Statements

Transaction and balance information provided via Internet Banking will not replace any statements you currently receive from us. Subject to your agreement to accept electronic statements, you will continue to receive the same periodic Account Statements for your Accounts as you are already receiving. Your periodic statements will reflect all your Online transactions, each of which will be given a reference number that will appear on your Account summary and will state the amount of each transaction, the type of transaction, the Account charged or credited and the full or abbreviated name of the payee if a payment is involved.

V. Bill Pay

a. Using Bill Pay

The Payment Manager tab allows you to schedule bill payments through Internet Banking. You can schedule, at your option, for the payment of your current, future and recurring bills from one of your **FMS Bank** checking account(s). There is no limit to the number of payments that may be authorized. You may pay virtually any merchant or individual through the use of Bill Pay. We are unable to process any payments to federal, state, or local tax agencies. By furnishing us with the names of payees/merchants, you authorize us to follow the payment instructions to these payees/merchants that you provide us through the Bill Pay. The date the payment is to be sent is called the "Process Date". When we receive a payment instruction (for the current or a future date), we will transfer funds to the payee on your behalf from the funds in your Bill Pay Account on the Process Date.

For payments directed to third parties, such as other lenders, credit card companies, etc., you must allow sufficient time for the payee to receive the payment. Some payees will receive your payment through the ACH, while others will receive a paper draft (Draft"), which is similar to a check. Your Bill Payer list will tell you whether a given payee will be receiving its payment through the ACH or by Draft.

- For payments to be made through the ACH, please allow for a minimum of three business days for electronic processing. Therefore, the Process Date you schedule should be at least three business days earlier than your payment due date.
- For payments to be made by Draft, usually the payment will be placed in the mail on the business day following its withdrawal from your account, to be received by the

payee when the post office delivers it. Because of the unpredictability of the mail, you should allow several extra days for important payments.

Bill Pay will use its best efforts to process all your payments properly. However, Bill Pay shall incur no liability if it is unable to complete any payments initiated by you through Internet Banking payment services because of the existence of any one or more of the following circumstances:

1. Your account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your revolving line of credit.
2. The Bill Pay processing center is not working properly and you know or have been advised by the service about the malfunction before you execute the transaction.
3. You have not provided Bill Pay with the correct names or account information for those persons or entities to whom you wish to direct payment.
4. Circumstances beyond the Bill Pay's control such as, but not limited to, fire, flood, or interference from an outside force that would prevent the proper execution of the transaction. Bill Pay has taken reasonable precautions to avoid those circumstances.

b. Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once Bill Pay has begun processing a payment, it cannot be cancelled or edited.

c. Stop Payment Requests

The ability to process a stop payment request will depend on the payment method and whether a check has cleared. Bill Pay also may not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must telephone **FMS Bank's** Customer Service at (970) 867-3319. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. Bill Pay may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request is \$28.00.

FMS Bank reserves the right to terminate your use of Bill Pay in whole or part, at any time without prior notice.

If, for any reason, you should ever wish to cancel Bill Pay, we strongly suggest that you cancel all future bill payments at the same time that you cancel Bill Pay, either by deleting those payments yourself using Internet Banking or calling **FMS Bank's** Customer Service at (970) 867-3319. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all

recurring payments) once we have been notified that your service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

d. Bill Pay Fees

Consumer Online Banking -The fee for Bill Pay is \$5.95 per month. This fee will be automatically deducted from your primary checking account on the 6th calendar day of each month. If the 6th calendar day falls on a non-business day, the payment will be automatically deducted on the first business day following the 6th calendar day.

Business Online Banking – The fee for Bill Pay is \$5.95 per month plus \$.55 for each bill payment transaction after 10 per month. This fee will automatically be deducted from your primary checking account on the 6th calendar day of each month. If the 6th calendar day falls on a non-business day, the payment will be automatically deducted on the first business day following the 6th calendar day.

If the payment account has insufficient funds to cover fees, the Bank has the right to deduct the fee from any other checking account linked to Internet Banking (in any order we may choose). If the fee cannot be paid, we may cancel your bill pay service. After cancellation, your Bill Pay service may be reinstated by contacting **FMS Bank** Customer Service once sufficient funds are available in your payment account to cover the bill payment fees and any other pending transfers or debits.

VI. General Terms

a. Changes to Charges, Fees or Other Terms

We reserve the right to change the charges, fees or other terms described in this Agreement. However, when changes are made to any fees or charges, we will notify you Online, or send a notice to you at the address shown on our records, or send you an electronic mail message (E-mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for Internet Banking 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 the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with an electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. 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 Agreement and Disclosure.

b. Privacy and Disclosure of Account Information

FMS Bank recognizes that our customers and others visiting our online site have an expectation of their privacy in their dealings with us. For these reasons **FMS Bank** takes security and privacy of our customer information very seriously. You understand that in addition to information furnished pursuant to legal process, some information about your account(s) may automatically be disclosed to others. For example, the tax laws require disclosure to the government of the amount of the interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. The Bank may also provide information about your account(s) to persons or companies the Bank believes would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify information that you may have given in a credit application or a merchant calls to verify a check you have written. In addition, the Bank routinely informs a credit bureau when accounts are closed by the Bank because they were not handled properly. The Bank may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your account. You authorize these transfers of information. For additional information regarding **FMS Bank's** privacy policies please visit www.fmsbank.com and click on the Privacy Statement link.

c. Questions or Error Correction on Online Services Transactions

In case of questions or errors about funds transfers through Internet Banking involving your account, here is what you should do:

- Telephone **FMS Bank** at (970) 867-3319.
- Write **FMS Bank** at 520 Sherman Street, Fort Morgan, CO 80701, as soon as you can if you think your statement or transaction record is wrong, or if you need more information about a transaction listed on the statement or transaction record.

We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

- Tell us your name and account number.
- Describe the error or the transaction you are unsure about, and explain why you believe it is in error or why you need more information.
- Tell us the dollar amount of the suspected error.
- For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.

Here's what we will do. We will notify you of the results of our investigation 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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (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 will not credit your account. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the amount of the error that we previously credited. You may request copies of the documents that we used in our investigation.

If we did not complete a transfer to or from your **FMS Bank** account on time or in the correct amount according to our agreement with you, 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 a transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic funds transfer system is not working properly.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on the bill payment.
- If you have not properly followed the instructions for using Online Services.
- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

d. Other General Terms

Other Agreements – In addition to this Agreement, you agree to be bound by and will comply with the requirements of the applicable Deposit Account Agreement and Disclosure, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the Bank

belongs, and applicable State and Federal laws and regulations. We agree to be bound by them also.

FMS Bank reserves the right to terminate this Agreement and your access to Internet Banking, in whole or in part, at any time without prior notice.