

Online Banking Agreement

This agreement describes your rights and obligations as a user of Online Banking, Online Bill Pay, PopmoneySM Personal Payments Services, Mobile Banking, e-Statements, e-Alerts and Secure Electronic Mail ("Service(s)"). It also describes the rights and obligations of the Bank. The use of the word "Bank" in this Agreement refers to the following affiliated Banks:

- First Farmers & Merchants National Bank, Luverne, MN
- First Farmers & Merchants National Bank, Fairmont, MN
- First Farmers & Merchants State Bank, Brownsdale, MN
- First Farmers & Merchants State Bank of Grand Meadow, Grand Meadow, MN
- First Farmers & Merchants Bank, Cannon Falls, MN

Please read this Agreement carefully.

Agreement

The terms and conditions of the deposit agreements and disclosures for each of your Bank accounts, the terms and conditions of the bill payment services agreement, as well as your other agreements with the Bank continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of Minnesota (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement do not govern the interpretation of the provisions but are included for your convenience or reference only. You may not assign this Agreement. This Agreement is binding upon the parties hereto, their heirs, fiduciaries, successors, and assigns. Certain of the obligations of the parties pursuant to this Agreement will by their nature continue beyond termination, cancellation or expiration of this Agreement.

Your use of the Services offered by the Bank signifies agreement to the terms and conditions set forth in this Agreement which has been furnished to you. You understand and agree that the Services will be linked to your accounts with the Bank. You acknowledge that you have read the disclosures in this Agreement and the Bank's website and agree to be legally bound by the terms and conditions of the disclosures as well as any changes made from time to time.

1. Services

This Agreement is in consideration of the Services to be provided by the Bank to you. "**Online Banking**" is the internet-based service providing access to your account(s); "**Online Bill Pay**" is service which allows you to authorize and remit payments to others; "**PopmoneySM Personal Payments Services**" is a service which allows you to authorize and remit payments to others and allows you to request funds from others; "**Mobile Banking**" is the internet-based service providing access to your account(s) via a mobile device; "**Mobile Deposit**" is the internet-based service that allows you to deposit checks into your account(s) via your mobile device; "**e-Alerts**" is the system which provides notification to you via text messages, email, or via your Online Banking account when established account criteria are met; "**e-Statements**" is electronic notification and ability to view statements electronically; and "**Secure Electronic Mail**" is a service which allows you to send messages to the Bank.

2. Online Banking Service Access

You agree that each individual who has access to Online Banking, including each individual named on joint accounts or corporate accounts, shall designate an access ID, password, authentication image with passphrase, and setup security questions. The Bank may accept as authentic any instructions given to it through the use of your access ID and password. You agree to keep your access ID, password, and security questions secret and to notify the Bank (in accordance with the "Contact Bank" provisions set forth below) immediately upon discovering your access ID or password is lost or stolen or if you believe someone else has discovered your access ID or password. You agree that if you give your access ID or password to someone else, you are authorizing such person to act on your behalf, and the Bank may accept any instructions such individual gives the Bank to make transfers or otherwise use the Services. Online Banking enables you to change your password. You agree to follow the User Responsibilities listed below under Security Procedures. Except to the extent required by applicable law, the Bank does not assume any liability or otherwise guarantee the security of information in transit to or from the Bank's facilities. The Bank reserves the right to (1) monitor and/or record all communications and activity related to the Services; and (2) require verification of all requested transfers in a manner the Bank deems appropriate before making the transfer (which may include written verification by you). You agree that the Bank's records will be final and conclusive as to all questions concerning whether or not your access ID was used in connection with a particular transaction. You further agree that if any unauthorized use of your access ID occurs, you will (1) cooperate with the Bank and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance requested by the Bank in recovering any unauthorized transaction.

Online Banking Services include the following:

- View account balances and transaction history
- Transfer funds between accounts
- Advance money from some loan accounts as allowed by the Bank
- Make payments to loans
- Access previous statements
- View check images
- Set up e-Alerts
- Download transaction information to some third party application software systems or as a CSV file
- Enroll in e-Statements
- Enroll in Mobile Banking or change Mobile Banking options
- Deposit checks using Mobile Deposit

3. Transfers

You can set up recurring scheduled transfers in Online Banking. Recurring scheduled transfers are those made for the same amount and are made weekly, bi-monthly, monthly, etc. Once started, recurring scheduled transfers will be made automatically until you notify the Bank to stop or cancel the recurring transfer service by notifying the Bank in writing at least (3) Business Days (sent to the Bank at the address identified below) before the scheduled date of the transfer.

You may also remove any recurring scheduled transfers from the transfer list using the Online Banking service; the transfer will be cancelled the same day if you remove it prior to 3:00 PM CST.

You can set up express transfers in the Online Banking service or Mobile Banking service. Express transfers are one-time transfers to/from your accounts. If you set up an express transfer in the Online Banking service or Mobile Banking service it will post the same business day if you perform the transfer prior to 3:00 PM CST. Express transfers set up after 3:00 PM CST will post the next business day.

You must have enough available money or credit in any account from which you instruct us to make a payment or transfer. **Note:** This Agreement imposes no restrictions on the number of transactions from Bank accounts or the amounts which may be transferred, but certain limits and restrictions on the frequency of transfers may be applicable with respect to the particular types of accounts subject to this Agreement, particularly Bank Savings and all Savers Plus accounts. Please refer to the disclosure documents you received at the time these accounts were established for more detailed information on limitations and restrictions applicable hereto.

4. Statements

All payments and transfers made utilizing the Services will appear on your monthly account statement. The amount and date of the transaction will be shown for each transaction made through the Services during that month.

Once you enroll in Online Banking, you will have access to e-Statements.

You may elect to receive your statement online only for any eligible accounts that you choose. E-Statements will be viewable electronically in Portable Document Format ("PDF") that you can view online, save to your computer or print at your convenience. Any legal notices that normally accompany your mailed statement will either continue to be mailed under separate cover or delivered to you electronically. From time to time, we may add to, modify, or delete any feature of the Service at our sole discretion.

5. Stop Payment Request

The Bank's ability to process a stop payment will depend on the payment method and whether or not the item has cleared. The Bank may not have a reasonable opportunity to act on any stop payment request after a payment has been processed. Although the Bank will seek to accommodate your request, the Bank will have no liability for failing to do so. If a written request is received and processed by the Bank at least three Business Days prior to the date the subject transaction is due, the stop payment request will be honored for 6 months. For a recurring ACH item the stop payment will never expire as long as you notify the Bank in writing that the ACH item is a recurring payment. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule. You may request stop payments by contacting your local Bank.

6. Online Bill Pay Service

If you have elected to use the Online Bill Pay Service ("Online Bill Pay"), you authorize the Bank to post payment transactions generated by the Online Bill Pay Service to the account(s) authorized and setup by you to pay utilizing the Online Bill Pay Service. You understand and agree that you are in full control of your checking accounts from which bill payments and fees will be debited ("Payment Account(s)"). After forty-five (45) days of inactivity, your

access to the Online Bill Pay Service may be removed. If at any time you decide to discontinue the On-line Bill Pay Service, you need to contact the Bank (pursuant to the "Contact Bank" provision below) for removal of the Online Bill Pay Service. You understand and agree that payments may take up to seven (7) Business Days to reach the payee, and such payments will be sent electronically or by check. The Bank shall not be liable for any late fees or service charges levied against you. You also understand and agree that it is your responsibility for any loss or penalty that you may incur due to a lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account. You agree to provisions in this Agreement and the Terms and Conditions for Online Bill Pay by enrolling in Online Bill Pay.

7. PopmoneySM Personal Payments Services

PopmoneySM Personal Payments Services is an innovative personal payment service that eliminates the hassles of checks and cash. The Service allows you to send and receive money from your bank account using email and texting.

You can send money to someone using their email address, mobile number or account information:

- **Email address:** your contact will receive an email with instructions on how to direct the payment into his or her account.
- **Mobile number:** a text message will be sent to the recipient on your behalf with instructions on how to direct the payment into his or her account. Standard message and data rates may apply.
- **Account information (routing and account number):** the money will be deposited directly into your contact's account. You will have the option to send an email to your contact.

You can request money (Request Money Service) from someone using their email address or mobile number:

- **Email address:** your contact will receive an email with instructions on how to pay the request.
- **Mobile number:** a text message will be sent to the recipient on your behalf with instructions on how to pay the request.

You agree to provisions in this Agreement and the Terms and Conditions for PopmoneySM Personal Payments Service by enrolling in Online Bill Pay.

8. Mobile Banking Service

You may access your bank account information via your mobile phone ("Mobile Banking Service") if you elect to sign up for the Mobile Banking Service. Mobile Banking Service will allow you to view balances, make transfers, view transactions, pay bills, pay other persons, and make deposits. The Bank is not responsible for unauthorized access to your bank account information as the result of you losing your phone, not protecting your phone from others' unauthorized access, and/or not keeping your phone free of any spyware/viruses/keyloggers or other tracking devices that may compromise the security of accessing the Mobile Banking Service. You also agree to and understand that the Bank is not responsible for access charges for receiving text messages or using the Internet on your mobile device, and that such charges are your sole responsibility.

9. Mobile Deposit

Mobile Deposit may be made available to certain customers of First Farmers & Merchants Bank, to be determined by First Farmers & Merchants Bank, at its sole discretion. You may deposit checks to any Checking or Savings account that you can view using our Mobile Banking Service. Checks must be restrictively endorsed "For Mobile Deposit Only" as well as signing/endorsing the check. First Farmers & Merchants Bank reserves the right to impose limits on the amount(s) of checks allowed to be deposited and reject any check or item transmitted through Mobile Deposit.

10. e-Alerts

You may set up e-Alerts through Online Banking. Alerts will be sent to a mobile (cell) phone, handheld, or other wireless device or by email as designated by you. The Service allows you to request and receive certain messages about your Bank account. You agree to notify us of any change to your email or wireless (text message) address(es) in order to ensure continued delivery of your e-Alerts. You may delete or change the status of your e-Alerts through Online Banking.

e-Alerts will be sent each day, at various times, when transactions occur that meet your specified criteria. You understand and agree that e-Alerts will not be sent on a "real time" basis, but will rather be sent at scheduled delivery times after the specified transaction event occurs. We reserve the right to change the frequency or timing of e-Alerts, at any time and from time to time.

You also acknowledge that e-Alerts may not be encrypted and you agree to receive e-Alerts that may include confidential information pertaining to you and your account(s).

e-Alerts are not intended to replace your account statements or any other communications we may provide to you regarding your account(s).

11. Electronic Mail Service

For your protection, we recommend that you do not email account numbers, card numbers, passwords, or other critical financial information using standard email communication which is not encrypted. If you need to refer to a particular account, only include the last four digits in your email. We cannot guarantee the security of standard email communication. You may use the Bank's secure email service to send email to us.

We will not be responsible for acting on or responding to any email request until we actually receive your email message and have a reasonable opportunity to act. If you need to contact us immediately to stop payment, to report an unauthorized use of your Access ID/Password, to report unauthorized access to an account, or for any other reason, you should call us at 1-866-733-3444 or contact your local Bank. Email messages will not serve as a substitute for any requirement imposed on Customer to provide Bank with "written" notice.

12. Equipment

You are solely responsible for the equipment (including, in the case of the Online Banking Service, the PC and software, and for the Mobile Banking Services your mobile phone) used to access the Services. You will need Adobe Acrobat Reader to view, print and/or save your e-Statements and legal notices. The Bank is not responsible for errors or delays or your inability to access the Services caused by the equipment you use. You are and will remain solely responsible for the purchase, hook-up, installation, loading, operation and maintenance of all the hardware, all the software, the telephone service (if applicable), and the Internet access service (if applicable), and all related costs to utilize the Services. The Bank is not responsible for the cost of upgrading your equipment to stay current with the Services, nor is the Bank responsible, under any circumstances, for any damage to your equipment or the data resident thereon.

13. Availability and Business Days

The Services generally will be available 24 hours a day, seven days a week, except during maintenance periods and during system outages. Transactions received after 3:00 p.m. on a business day or on a weekend or on a holiday on which Bank is closed will be processed on the next Bank business day.

If the Online Banking system is down, we will make an attempt to provide notification on the website when service will be restored. We will determine what notification needs to be made based on anticipated length of downtime. We cannot verify your communication connections and will not be able to provide notification if those connections are disabled. If you need service while the Online Banking system is down, you can try the Mobile Banking system, contact the Help Desk at 1-866-733-3444 or your local Bank.

14. Address or Banking Changes

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made by contacting Customer Service or stopping in a local Bank. Written address changes will not be accepted unless verified by the Bank at the contact information on record in the Bank's system. The Bank is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

15. Disclosure of Account Information to Third Parties

It is the Bank's general policy to treat your account information as confidential. However, the Bank will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

- a. Where it is necessary for completing transactions or resolving errors involving a Service; or
- b. Where it is necessary for activating additional services; or
- c. In order to verify the existence and condition of your account for a third party, such as a credit bureau or a merchant; or
- d. In order to comply with government agency rules, court orders, or other applicable law and legal processes; or
- e. To the Bank's employees, service providers, auditors, regulators, affiliated companies, or attorneys in the course of their duties and to the extent allowed by law; or
- f. If you give permission to the Bank.

Information concerning your account history with the Bank will be shared within the Bank organization. Other information, including information you have given us as a part of an application for one of our products or services, or information we have received from a credit bureau or third party, also may be shared among affiliated companies or subsidiaries within the organization.

16. Security Procedures

By accessing the Services, you hereby acknowledge and agree that you are entering a protected website owned by the Bank, which may be used only for authorized purposes in accordance with the terms of this Agreement. You also acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable.

The Bank may monitor and audit usage of the Services, and all persons are hereby notified that use of the Services constitutes consent to such monitoring and auditing. Unauthorized attempts to up-load information and/or change information on these websites are strictly prohibited and are subject to prosecution under applicable law. The Bank utilizes several levels of security within its security framework. User Level Security deals with cryptography and the Secure Sockets Layer (SSL) protocol, and is the first line of defense used by all customers accessing the Bank's Banking Server from the public Internet. Server Level Security will focus on firewalls, filtering routers, and the Bank's operating system. Host Level Security deals specifically with the Bank's Online banking and bill payment services, and the processing of secure financial transactions.

User Level Security

The Bank utilizes several components of User Level security that ensure the confidentiality of information sent across the public Internet. The first requires the Customer's use of a fully SSL-compliant 128 bit-encrypted browser. SSL is an open protocol that allows a user's browser to establish a secure channel for communicating with the Bank's Internet server. SSL utilizes highly effective cryptography techniques between your browser and the Bank's server to ensure the information being passed is authentic, cannot be deciphered, and has not been altered en route. SSL also utilizes a digitally signed certificate that ensures you are communicating with the Online Banking Services server and not a third party trying to intercept the transaction. After a secure connection has been established between your browser and the Bank's server, you will then provide a valid access ID and password to gain access to the Services. This information is encrypted, logged by the server forming another complete physical security layer to protect the server's information, and a request to log on to the system is processed. Although SSL utilizes proven cryptography techniques, it is important for you to protect its access ID and password from others, and you agree to do so. You must follow the password parameters the Bank specifies at the time you sign up for the Services. You also agree to change your passwords often. Session timeouts and a limit on the number of logon attempts are examples of other security measures in place to help ensure that inappropriate activity is prohibited at the User Level.

User Responsibilities

While the Bank's service provider continues to evaluate and implement the latest improvements in Internet security technology, as a user of the Services, you also have a responsibility for the internal security of your information and must always follow the directions listed below:

- The Services are best viewed and are most secure when you use a browser certified for use at the Bank's site. A list of certified browsers can be found on the Bank's website.
- Keep your password confidential. You must follow the Bank's specific parameters for a password, and the Bank recommends you change it frequently to ensure the information cannot be guessed or used by others. Do not save your passwords to public computers.
- Ensure that others are not watching you enter confidential information on the keyboard when using the Services.
- When entering your user name, your authentication image and passphrase will appear. Always ensure that your selected image and passphrase are correct. If they are not, do not enter your password and contact Tech Support at 1-866-733-3444 or your local Bank immediately.
- If you are using a public computer to log in to Online Banking always mark the box "Public Computer" this will then require you to answer a security questions prior to allowing you access to Online Banking.
- Never leave the computer unattended while logged onto the Services. Others may approach the computer and gain access to your account information while you are away from the computer.
- Always log-off when finished using the Services to properly end the session. Once a session has been terminated, no further transactions can be processed until the Services are logged into again.
- Keep the computer being used free of viruses, spyware, keyloggers or any other programs that may compromise the security of the system. Use up to date virus and spyware protection software to routinely check for a virus or spyware on the computer being used. Never allow a virus or spyware to remain on the computer while accessing the Services. Never click on links within emails, text messages, websites, or visit websites that you are not familiar with or are not sure are true and authentic.
- Report all crimes to the Bank and law enforcement officials immediately.
- Never give out your personal account information or other personal information such as social security numbers or credit and debit card numbers via email, text, phone or other electronic means. Only provide this information to trusted sources that you contact. The Bank will never request this information from you via email or text. If you receive a request for this information that appears to be from the Bank, do not respond. Please contact Tech Support at 1-866-733-3444 or your local Bank immediately.
- If you authorize another person to use your Access ID/Password, that person can use Online Banking to view any information or initiate any transaction on any of the accounts to the same extent as you, including viewing information or initiation transactions on accounts to which that person does not otherwise have access. As such, your sharing of your Access ID/Password is strongly discouraged by the Bank, and done at your sole risk and peril.
- If a third party should gain access to your Access ID/Password, you alone are responsible for changing the Password so as to deny the third party's access to your banking information. Please contact Tech Support at 1-866-733-3444 if you would also like to change your Access ID. Given the electronic nature of these transactions, the Bank shall have no liability to you in the event a third party should gain access to your Access ID/Password through no fault of the Bank.

The above list is not a complete listing of the security controls that you may need. You are solely responsible for determining and implementing all of the internal security controls necessary to prevent security breaches and losses. The Bank does not warrant that any or all of the above recommendations will prevent security losses. The Bank may periodically update these responsibilities; you agree to follow these responsibilities and any additions or changes to these responsibilities. You are responsible for all risk of fraudulent transfers and other losses arising from your internal security breaches or from the interception of your communications prior to their receipt by the Bank.

17. Reliance on Third Parties

The Bank has the right to offer the Services through an affiliate or unrelated third party. The Bank's ability to provide certain Services may be dependent upon its ability to obtain or provide access to third party vendors and networks. In the event any third party is unavailable or the Bank determines, in its sole discretion, that it cannot continue provide any third party network access, the Bank may discontinue the Services or may provide the Services through a different party. In such situation, the Bank will have no liability for the delay or unavailability of access. The Bank is not responsible for any services provided by a third party.

18. Service Fees and Additional Charges

Access to the Online Banking Service is free for consumers. However, for both consumers and businesses there may be a charge for additional transactions and optional services you perform or request. The fees for optional services are disclosed to you at the time of account opening or at the time that you are requesting the service. If there are recurring applicable fees they will be charged regardless of whether the Services were used during the billing cycle. You agree to pay such charges and authorize the Bank to deduct the calculated amount from your designated account. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees, text messaging and/or Internet service fees that may be assessed by your telephone, mobile phone and/or Internet service provider. The Bank reserves the right to change its fees at any time and will provide a 30 day notice prior to the fee being changed, unless the fee is being reduced.

19. Termination

The Bank may terminate this Agreement and your use of any of the Services at any time without prior notice. We will notify you of the change in an appropriate manner as soon as reasonably possible. Termination of the Services does not affect your obligations under this Agreement with respect to occurrences before termination.

If you want to terminate access to a Service, you agree to contact the Bank at a local office or by contacting Tech Support at 1-866-733-3444. The termination of Service applies only to the Service and does not terminate your Bank accounts.

RECURRING TRANSFERS WILL NOT NECESSARILY BE DISCONTINUED BECAUSE YOU TERMINATE ACCESS TO THE SERVICE. YOU AGREE TO NOTIFY THE BANK TO ENSURE ALL RECURRING TRANSFERS BETWEEN ACCOUNTS ARE STOPPED, OR YOU WILL REMOVE ALL RECURRING TRANSFERS FROM THE SERVICE BEFORE TERMINATION OF ACCESS.

20. Complete Agreement

In addition to this Agreement, you and Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your accounts and Services. Your use of Online Banking is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you opened your accounts at the Bank.

Except as otherwise provided in this Agreement, this Agreement and any applicable terms and conditions for the Services identified in this Agreement are the complete and exclusive statement of the agreement between You and the Bank which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Bank relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Bank, its third party customer service department says and the terms of this Agreement, the terms of this Agreement will prevail.

21. Assignment

You may not assign this Agreement to any other party. Any assignment made by you shall be null and void. The Bank may assign this Agreement to any future, directly or indirectly, affiliated company. The Bank may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

22. Waivers and Invalidity

Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. No delay or omission on the part of the Bank in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies.

A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. In the event any provision of this Agreement is held invalid, illegal, or unenforceable, in whole or in part, the remaining provision of this Agreement shall not be affected thereby and shall continue to be valid and enforceable.

23. Limitation of Liability

Except as otherwise required by applicable law, the Bank shall be liable only for its gross negligence or willful misconduct in performing Services under this Agreement. If you are using these Service primarily for personal, family or household purposes and are a consumer you are covered under Regulation E – Electronic Fund Transfer Act, and you received a Regulation E – Electronic Fund Transfer Act disclosure at the time of account opening. The Bank shall not be responsible for your acts or omissions (including, without limitation, the amount, accuracy, timeliness or transmittal or authorization of any instructions received from you) or those of any other person or entity or from arising in any way out of the installation, use, or maintenance of the equipment, software, and/or Services. In the event you provide someone with your access ID, password, you are authorizing that person to use the Services and you are responsible for all transactions that person performs while using the Services. The Bank's liability shall be limited only to your actual damages; provided, however, the Bank's entire liability and your sole remedy under this Agreement, whether or not the claim is in contract or tort, shall not exceed an amount of the fees charged by the Bank to you for use of the Services during the three-month period preceding the date of the alleged actions or inactions. Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover against the Bank must be commenced within one year from the date of the event giving rise to the claim, action, or proceeding. **IN NO EVENT SHALL BANK BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) WHICH YOU MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY THE BANK AND REGARDLESS OF THE THEORY OF LIABILITY WHICH YOU MAY ASSERT, INCLUDING WITHOUT LIMITATION, LOSS OR DAMAGE FROM THE BANK'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING PROVISIONS, THE BANK SHALL NOT BE LIABLE FOR FAILING TO ACT OR ITS DELAY IN ACTING IF SUCH FAILURE OR DELAY IS CAUSED BY A LEGAL CONSTRAINT, INTERRUPTION OF TRANSMISSION OR COMMUNICATIONS FACILITIES, EQUIPMENT FAILURE, WAR, EMERGENCY CONDITION OR OTHER CIRCUMSTANCES BEYOND THE BANK'S CONTROL THE BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY PATENTS OR OTHER PROPRIETARY RIGHTS.**

24. Indemnification

You agree to indemnify, defend, and hold the Bank and the Bank's service providers harmless for any and all claims, demands, costs, expenses (including but not limited to reasonable attorney's fees and costs), loss or damage of any nature whatsoever arising directly or indirectly from any use or request initiated pursuant to this Agreement, any addenda to this Agreement, or other matters related to this Agreement, any breach of this Agreement by you, your unlawful acts, or any infringement by you or infringement by any other user of your account, of any intellectual property or other right of anyone. Without limiting the foregoing, you are solely responsible for maintaining the confidentiality and security of your account and password information, and agrees to indemnify and hold the Bank harmless from any loss, cost or expense including, without limitation, reasonable attorney fees and costs, incurred by the Bank on account thereof.

Paragraphs 22 and 23 shall survive any termination of this Agreement.

25. Ownership of Website

The content, information and offerings on our website are owned by the Bank and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited.

26. Website Privacy Practices and Security Statement

You acknowledge that you have reviewed the Bank's website Privacy Policy and Security Policy, available on the Bank's website.

27. Providing Personal Information

You agree to provide true, accurate, current and complete information about yourself as requested by the Bank and you agree not to misrepresent your identity.

28. No Illegal Use of the Service

You agree not to use the Service to conduct any business or activity or solicit the performance of any activity prohibited by law or any contractual provision by which you are bound. You agree to comply with all applicable laws, rules and regulations in connection with the Service.

29. Changes to Agreement

The Bank may change the terms of this Agreement at any time. The Bank will notify you of such changes by mail,

electronic message, or by posting on the Bank's website. You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Bank's website. The use of any of the Services after the effective date of a change shall constitute your agreement to the change.

CONTACT BANK

You may contact your local Bank by going to the Contact Us page at www.ffmbank.com. You may complete the Contact Us fields, click on the Secure Email link, or contact the bank via the address or phone numbers listed. The Help Desk is available at 1-866-733-3444 on Monday through Friday from 7:00 AM – 10 PM; on Saturday from 7:00 AM to 5:00 PM, CST.

All written notices must be sent to First Farmers & Merchants National Bank, Attention: Help Desk, P.O. Box 729, Pipestone, MN 56164.