

# FIRST FARMERS AND MERCHANTS BANK

## EXTERNAL TRANSFER SERVICE TERMS AND CONDITIONS

This **External Transfer Service Terms and Conditions** (this “Agreement”) sets forth the terms and conditions for any use of the External Transfer Service (the “Service”), offered by First Farmers and Merchants Bank ("the Bank"). Please read this Agreement carefully.

This Agreement also contains an Electronic Delivery Notice and Consent, and it includes by reference, as applicable, the signature cards for your Accounts; your Deposit Account Agreement (as defined below); the Bank’s fee schedule; our Funds Availability Disclosure; all other instructions; our Online Banking Agreement; the End User License Agreement for our mobile application; the Privacy Policy; the Notice of Privacy Practices, the DocuSign Terms and Conditions; and the terms and conditions contained or referenced herein relating to specific services that may be provided in connection herewith (this Agreement, together with each of the aforesaid related agreements, schedules or disclosures being referenced herein collectively as this “Agreement”). By signing the External Transfer Request Form or this Agreement or using the Service (as defined below), you agree to all the terms, conditions, and notices contained or referenced in this Agreement.

- 1. The Service.** You are requesting the Bank process an external transfer from your account with the Bank to an external account with another financial institution for specified amount on a specified time. This is an external transfer (the “Service”), and you are requesting to use this Service. Please note that we may add to, modify, or delete any feature of the Service from time to time in our sole discretion.
- 2. Registration for the Service.** You must first request this Service using the External Transfer Request Form. When you make your request, you must provide accurate and complete information, and update such information when necessary, so that it remains accurate and complete. By registering for the Service, you are representing that the information you provide is true and accurate. If your information is untrue or incorrect, we reserve the right to terminate your request and your accounts with the Bank.
- 3. Collection of Personal and Online Account Information.** You agree to provide true, accurate, current, and complete information about yourself as requested in our registration and account forms and you agree to not misrepresent your identity, in order to provide you with the Service, we will collect or confirm your "Personal Information" as you register for the Service. Personal Information is defined as your name, email address, home address and ZIP code. You hereby represent that you are the legal owner of your accounts accessed by the Service and your account information. Please remember we do not review your account information and are not responsible for its completeness or accuracy. You are responsible for all charges associated with your Account Providers.
- 4. Submission of Your Feedback and Ideas.** If you send us any feedback, questions, comments, suggestions, ideas, or the like, we will consider you to be giving us

permission to use such information and any ideas, concepts, know-how or techniques contained in such information (collectively, "Feedback") for any purpose whatsoever including but not limited to developing, manufacturing, and marketing products and services incorporating such information. By submitting Feedback, you represent and promise that you, or the owner of such Feedback, has expressly agreed that we may use the Feedback for the purposes set out above at no cost to us. You further acknowledge our rights, as outlined herein, to use such Feedback for our purposes, in our sole discretion.

5. **One-Time Transfers.** Currently, this form only allows for one-time transfers. One-time transfers are used for transfers which occur on an infrequent or irregular basis, or which vary in amount. Additionally, you may verify that any transfer has been processed by signing into our digital banking service the business day following the transfer.
6. **Limitations and Dollar Amounts for Transfers and Payments.** Transfers made to and from your account at other financial institutions can be in any amount but may not exceed the lesser of the available collected balance in your account or an aggregate amount of Five Thousand U.S. Dollars and No Cents (\$5,000.00) per calendar day and a limit of Twenty Five Thousand U.S. Dollars and No Cents (\$25,000.00) per month. When you schedule a transfer, you authorize the Bank to withdraw the funds from your deposit accounts with the Bank and transfer the funds to your account at the other financial institution. You agree that you will instruct the Bank to make a withdrawal only when a sufficient available balance is or will be available in your accounts at the time of withdrawal. If you do not have a sufficient available balance, including available credit under any overdraft protection plan, we may either complete the transfer - 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.

Transfers will be processed via the Automated Clearing House (ACH) network or some other equally expedient method in the Bank's sole discretion. Transfers executed via the Service may take up to three (3) Business days to be complete with the transaction reflected in the receiving account.

7. **Confirmation of Transfers.** You will receive an email stating when your transfer request is being processed. If you need confirmation of a payment or transfer, an external transfer transaction will appear on your monthly statement for the account from which the transaction was made. A description of whom you paid, when and for what amount will appear. Confirmation will also appear on the statement for the account that receives the transfer. Additionally, you may verify that any transfer has been processed by signing into our digital banking services the business day following the transfer.
8. **Error Resolution.** In Case of Errors or Questions About Your Electronic Transfers, telephone us, write us, at or email us at the number or location provided in Section 21 of this Agreement, as soon as you can if you think that your statement is wrong or you need more information about a transaction listed on your statement, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared or you received notification of the problem or error. You must:

- Tell us your name and the account number;
- Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- 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 (twenty (20) Business Days for transactions that have occurred within thirty (30) days after the first deposit to the account) after we hear from you and will correct any error promptly. If we require more time, however, we may take up to forty-five (45) days (or ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within thirty (30) days after the first deposit to the account) to investigate your complaint or question. If this additional time is necessary, and your written notification has been received by us, we will credit your account within ten (10) Business Days (twenty (20) Business Days for transactions that have occurred within thirty (30) days after the first deposit to the account) 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 (twenty (20) Business Days for transactions that have occurred within thirty (30) days after the first deposit to the account), we will not credit your account and we will still have up to forty-five (45) days (ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within thirty (30) days after the first deposit to the account) for our investigation.

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.

- 9. Canceling Transfers or Payments.** You may cancel a pending Transfer. However, to do so, we must receive your instruction to cancel prior to 2:00 p.m. C.S.T. on the day the transaction is scheduled to be processed. You may cancel the payment by calling us at (931) 388-3145 or Toll free at: 1-800-882-8378 before 2:00 p.m. C.S.T. If we don't receive your instruction to cancel a transaction before that time, we may process the transaction.
- 10. Overdrafts: Order of Payments, Transfers, and Other Withdrawals.** If funds are withdrawn from any of your accounts by means of electronic funds transfers, other than through the Service on the same business day as Service transaction, and if the account contains insufficient funds to enable both the electronic funds transfer and Service transfer to be made, then the electronic funds transfer will have priority and the Service transfer will be refused or will result in an overdraft on your account. This is at the Bank's sole discretion.
- 11. Indemnification and Liability.** In addition to the other indemnities set forth in this Agreement, you hereby indemnify Bank and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each an "Indemnified Party" and, collectively, the "Indemnified

Parties”) for, and hold each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys’ fees) of any nature or kind (including those by third parties) arising out of, or related to, this Agreement, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from: (a) your (i) failure to report required changes or (ii) transmission of incorrect data to the Bank (b) the Bank’s action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by the Bank to be you, (c) your breach of any of your representations, warranties, covenants or other agreements or responsibilities under this Agreement, (d) your breach or violation of any provision of this Agreement or any other agreement with the Bank; provided, however, you are not obligated to indemnify Bank for any damages solely and proximately caused by Bank’s gross negligence or willful misconduct; and (e) your use, or the provision of the Service or use of your account by any third party. The Bank reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with the Bank in asserting any available defenses. You will not settle any action or claims on the Bank's behalf without the prior written consent of the Bank.

## **12. User Responsibilities:**

- I. Providing Personal Information.** You agree to provide true, accurate, current and complete information about yourself as requested in our registration and account forms and you agree to not misrepresent your identity.
- II. 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 which is 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. You certify that you are 18 years of age or older or otherwise able to lawfully enter into contracts under applicable law.
- III. Duty to Inspect.** You shall inspect all transaction history, reports, journals, and other material evidencing the output of the Service or services performed by the Bank. You must report all errors to the Bank for services performed and indicated in the transaction history, reports, journals, and other material evidencing the output of the service(s) or otherwise reported to you daily by the close of business on the banking day following the day on which the Service or services were rendered. You must report all other errors within a reasonable time not to exceed sixty (60) days from the date that the error is made. Failure of you to promptly report errors within such specified time shall preclude you from asserting against the Bank any claims arising from the error or any loss caused by the error.
- IV. Financial Information.** The Bank may from time-to-time request information from you in order to evaluate a continuation of the Service(s) to be provided by the Bank hereunder and/or adjustment of any limits set by this Agreement. You agree to provide the requested financial information immediately upon request by the Bank, in the form required by

the Bank. If you refuse to provide the requested financial information, or if the Bank concludes in its sole discretion that the credit risk of you is unacceptable, the Bank may terminate the Service according to the provisions hereof. You authorize the Bank to investigate or reinvestigate at any time any information provided by you in connection with this Agreement or any Services and to request reports from credit bureaus and reporting agencies for such purpose.

- V. **Deadlines.** You shall deliver or transmit all data or information to the Bank by the deadline(s) specified in this Agreement. Bank shall have no obligation to process data or perform the Service if the data is not received by the Bank by the specified deadline. Time and deadlines are of the essence in this Agreement.

**13. The Bank's Responsibilities:** The Bank agrees to use ordinary care in rendering Services under this Agreement. You recognize and agree that ordinary care does not mean error free. You agree to pay all attorneys' fees, costs, and expenses the Bank may incur in collecting any sums you owe to the Bank for overdrafts, service charges, or otherwise in enforcing any rights the Bank may have under the terms of this Agreement or applicable law, rule, or regulation applicable to your account(s) or the Services rendered by the Bank under this Agreement. You also agree to pay all attorneys' fees, costs, and expenses that the Bank may incur as the result of defending any claim or action made against the Bank by you, or on your behalf where Bank is found not to be liable for such claim. In no event shall the Bank be liable to you for attorneys' fees incurred by you in any action brought by you against the Bank.

Our sole responsibility for an error in a transfer will be to correct the error. Without limiting the generality of the forgoing, we will not be responsible for the following matters, or for errors, or failures of our Service as result of any Transaction or instruction that:

- I. exceeds your collected and available funds on deposit with the Bank;
- II. is not in accordance with any condition indicated by you and agreed to by the Bank;
- III. the Bank has reason to believe may not be authorized by you;
- IV. involves funds subject to hold, dispute, or legal process preventing their withdrawal;
- V. would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority;
- VI. is not in accordance with any other requirement stated in this Agreement or any Bank policy, procedure, or practice; or
- VII. for the protection of the Bank or you, the Bank has reasonable cause not to honor.

**14. Changes in Terms and other Amendments.** Where this Agreement and Regulation E apply, the Bank may amend this Agreement at any time by sending notice to you by mail or, to the extent permitted by law, by email or electronic communication, at least 21 days before the effective date of the amendment. Where this Agreement and Regulation E apply, notice is always required if the change would result in:

- I. Increased fees for you;
- II. Increased liability for you;
- III. Fewer types of available electronic fund transfers; or
- IV. Stricter limitations on the frequency of dollar amount of transfers.

If this Agreement and Regulation E apply, we are not required to give notice if an immediate change in terms or conditions is necessary to maintain or restore the security of an account or an electronic fund transfer system. However, if such a change is permanent, and disclosure would not jeopardize security, we will notify you in writing on or with the next regularly scheduled periodic statement or within thirty (30) days of making the change permanent. Such notices will also be published on the Bank's website.

If this Agreement and Regulation E do not apply to a particular transaction, and other state or federal laws do not specify any notice or other requirements for an amendment, we will decide what kind of notice (if any) we will give you and the method of providing any such notice.

**15. Electronic Notices.** We may deliver to you any required disclosures and other notices concerning the Service or your accounts by email or other appropriate electronic means in accordance with applicable law.

You may use email to contact us about inquiries, maintenance and/or some problem resolution issues. Email may not be a secure method of communication. **DO NOT** send confidential, personal, or financial information by email. There may be times when you need to speak with someone immediately (specially to report an error, to stop a payment, etc.). In these cases, **do not use email**. Instead, you should call us at the number provided on Section 21.

**16. Hours of Operation.** The Bank's representatives are available to assist you from the hours of 8:00 a.m. to 5:00 p.m. C.S.T., Monday through Friday, except state, federal, or regulatory holidays (each a "Business Day"), by calling the number provided in Section 21.

**17. Termination.** This Agreement will be in effect from the date your registration is submitted by you and accepted by the Bank and at all times while you are using the Service. Either you or the Bank may terminate this Agreement. You or the Bank may terminate this Agreement and your use of the Service at any time without notice. All provisions of this Agreement, that by their nature should survive termination of use of the Service, shall survive such termination, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, indemnification, fee and cost recovery, and the miscellaneous provisions.

The Bank may terminate the Service to any individual at any time and without advance notice. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

**18. Limited Liability for Use of the Service.** We hope you will find the Service to be useful and reliable. However, neither the Bank nor its service providers can make any representations or warranties about the Service or any of its content or functions, or that any of the functions of the Service will be error-free. The service is Provided to you “as is” and “as available”, and the Bank or its third party licensors make no representation or warranties relating to the service (including, without limitation, its performance, availability, contents, or functions) or any products, services, advertisements, or websites, including, without limitation, express or implied warranties of merchantability, fitness for a particular purpose or non-infringement of third party rights and title, and any implied warranties arising from course of dealing or course of performance. Your sole and exclusive remedy for any failure of non-performance of the service (including any associated software or other materials supplied in connection with the service) shall be for us to use commercially reasonable efforts to perform and adjustment or reform an adjustment or repair of service. Some jurisdictions do not allow the exclusion of certain warranties, so the above exclusions may not apply to you. You may also have other legal rights, which vary from state to state.

You understand that in no event will the bank or any of its respective officers, directors, shareholders, parents, subsidiaries, affiliates, agents, licensors, or third party service providers be liable for any consequential (including, without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute of goods or service), indirect, incidental, special or punitive damages, whether in an action under contract, negligence or any other theory, arising out of or in connection with these terms of use, the service, the inability to use the service or those resulting from any merchandise or services purchased or obtained or messages received or transactions entered into through the service, even if the bank or any related party has been advised of the possibility of such damages. the aggregate liability of the bank or its third-party licensors under these terms of use shall not exceed one thousand dollars (\$1,000). because some states do not allow the exclusion or limitation of liability for consequential damages, the above limitations may not apply to you.

**19. In The Event A Service Transaction Is Returned And/or Overdraws Your Transfer Account.** In using the Service, you are requesting the system to make transfers for you from your Account. If we are unable to complete the transaction for any reason associated with your Transfer Account (for example, there are not sufficient funds in your Account to cover the transaction, or the incorrect account information is provided for the transfer from account or the transfer to account, etc.), the transaction may not be completed. In some instances, you will receive a return notice from the Bank. In these cases, you agree that a non-sufficient funds (NSF) fee will be charged in accordance with the Bank's established and published service fees. Further, you also agree that a NSF fee may be charged to your account even if the transfer is not returned but is paid and overdraws your account.

**20. Alterations and Amendments.** The terms of this Agreement, applicable fees and service charges may be altered or amended from time to time. In such event, the Bank

may send notice to you at your address of record. Any use of the Service after the Bank sends you a notice of change will constitute your agreement to such change(s).

**21. Contact Information.** In case of questions, concerns, or problems about your accounts with the Bank or the Service, please contact the Bank's customer service at:

First Farmers & Merchants Bank  
Attn: Deposit Operations  
P. O. Box 1148  
Columbia, TN 38402-1148  
Phone: (931) 388-3145 or Toll free at: 1-800-882-8378  
Email: [contactus@myfirstfarmers.com](mailto:contactus@myfirstfarmers.com)

**22. Emails.** The Bank will not immediately receive emails that you send. Therefore, you should not rely on emailing if you need to communicate to the Bank immediately. For example, if you need to stop a requested transfer, you should contact the Bank immediately by calling (931) 388-3145 or Toll free at 1-800-882-8378. The Bank will not take actions based on your email requests until the Bank receives your message and has a reasonable opportunity to act.

**23. Authority and Joint Accounts.** You hereby represent and warrant that you have full right, authority, and power to execute, deliver and perform this Agreement. If this account is a joint account, you are jointly and severally liable under this Agreement. Each of you acting alone may perform transactions, obtain information, stop, or change payments or transfers, terminate this Agreement, or otherwise transact business, take actions or perform under this Agreement. We are not required to obtain the consent of, or notify, any other joint owner of your accounts. However, you will only be permitted to access accounts for which you are an owner or authorized user.

Each of you individually releases us from any liability and agrees not to make a claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is one of you or is otherwise authorized to use your account. Each of you agrees to indemnify us and hold us harmless from any and all liability (including, but not limited to, reasonable attorney's fees) arising from any such claims or actions.

**24. Deposit Account Agreement.** You acknowledge and agree that your deposit account maintained with the Bank is an integral part of the Services offered by the Bank and that all transactions and Services initiated or processed pursuant to this Agreement are subject to the terms and conditions of the rules, regulations and agreement, including without limitation the provisions regarding arbitration of all disputes between you and the Bank ("Deposit Account Agreement") governing accounts in effect from time to time between you and Bank. The Deposit Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Agreement shall control over any inconsistent terms and conditions of the Deposit Account Agreement. You acknowledge that you have signed and executed all agreements, resolutions, signature cards, and forms governing your account required by Bank. If you have not signed the foregoing forms required by the Bank, by signing this Agreement, you acknowledge that you have read the contents of and agree to be bound by the terms of those forms, agreements and documents, and adopt and ratify, as an authorized signatory(s), the signature(s) of any person(s) who has signed a signature card or any check on your

account.

**25. Effective Dates.** The effective date of this Agreement shall be the date upon which the Agreement is executed by you and accepted by the Bank.

I hereby acknowledge receipt of and agree to comply with the First Farmers Banking External Transfer Service Terms and Conditions attached to this form.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_