

August 26, 2019

Dear First State Bank Customer,

As most of you have heard by now, First State Bank is in the process of merging with Farmers Bank & Trust Company, which is based in Marion, KY. This merger is going to be a very positive move for our bank, for our customers, and for the communities we serve. You will continue to deal with the same friendly faces at our bank that you are dealing with now. In addition, those of us in charge at First State Bank today will still be in charge of First State Bank's locations after the merger. Farmers Bank understands the importance of local decision-making.

First State Bank and Farmers Bank and Trust Company share the same philosophies and values. In fact, First State's senior leadership and board chose Farmers Bank as a merger partner based on our similarities and our confidence and trust in the team at Farmers Bank. Farmers Bank & Trust Company was founded in 1899 in the town of Marion in Crittenden County. They currently have five offices in four counties including Crittenden, Hopkins, Henderson, and Livingston. We are confident that Farmers Bank will help us as we strive to take even better care of our employees, our customers, and our communities.

We anticipate the merger taking place around September 28th of this year. After the merger, we will have five new locations from which we can serve you including two locations in Marion as well as offices in Madisonville, Henderson, and Salem. Included with this letter are specific details for each type of product and service that we offer. Please take a moment to go to the sections detailing the products and services that you have now and read the applicable information. If you have any questions, please contact us at (270)754-2265.

Sincerely,

Mike Mercer

First State Bank, Inc.

**Enclosures** 



# **Conversion Packet Content Listing**

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# 3.0 Timeline Checklist

<i>August</i> Monday, Au □	igust 26, 2019: Customers should have received this Conversion Information Packet.
September	
•	ptember 17, 2019:
	Customers should have received their Farmers Bank Visa® Debit Cards by this day.
Wednesday	, September 18, 2019:
	Customers should have received their Farmers Bank Visa® Debit Cards PINs by this day.
Friday, Sept	ember 27, 2019:
	Customers will have access to First State Banks' Online Banking until 5:00pm CST.
	Customers final statements' will process at First State Bank.
	ATM withdrawals made Friday, September 27, 2019 will be posted to your account Monday, September 30, 2019
	unless the ATM screen does not display Farmers Bank and Trust Company. If it does not display Farmers Bank and
	Trust Company, your ATM Withdrawal would post to your account on Friday, September 27, 2019.
	All First State Bank ATMs may be inoperable for 1-2 hour increments throughout the day.
Saturday, Se	eptember 28, 2019:
	Telephone Support will be available toll free at 1-855-430-BANK.
Sunday, Sep	ntember 29, 2019:
	Telephone Support available toll free at 1-855-430-BANK.
Monday, Se	ptember 30, 2019:
	Customers should start using their Farmers Bank Visa® Debit Cards after 8:00am CST.
	All First State Bank MasterCard® Debit Cards will be deactivated at 9:00am CST.
	All locations will be open their normal hours of operation.
	Online Banking, Mobile Banking App, and Text Banking available at 12:00pm CST.
	Checking statements will be processed for accounts who receive end of month statements.
	Savings statements will be processed unless using Combined Statements.
	Customers can begin using the Farmers ACCESS line for account inquiries at 270-965-4874.



# 4.0 Product and Service Details - Effective Monday, September 30, 2019

Throughout this attachment, "you" and "your" refers to you, our customer, and "we", "us" and "our" refers to Farmers Bank and Trust Company.

# Telephone Support on Saturday and Sunday, September 28th and 29th:

• Simply call our toll-free number 1-855-430-2265 from 8:00am to 5:00pm on Saturday, September 28<sup>th</sup> and Sunday, September 29<sup>th</sup> for assistance (including questions concerning your new debit card, mobile banking, online banking, etc.).

#### **Checking Accounts:**

- Your checking account number is NOT changing.
- We will notify anyone that automatically deposits funds into or withdraws funds from your checking account of your new bank routing number.
- You will receive your checking account statement in whatever manner you currently receive it (online, paper copy
  through the mail, etc.) If you receive your statement via Online Banking, you will have to accept the Farmers Bank and
  Trust Company Electronic Delivery of Bank (Account) Statement Consent and Agreement through online banking at
  your first login.
- You will receive a final statement from First State Bank dated September 27, 2019.
- If you receive your statement as of the last business day of each month, you will receive your first statement from us dated September 30, 2019.
- After September 2019, your statement will be mailed near the time of the month it has historically been mailed.
- If you need your statement to be processed on a particular business day of the month, please contact us immediately so that we can update your account accordingly.
- Please be aware that notices, statements, and other forms of communication from the bank may be mailed in formats other than which you may be accustomed.

First, your checking account number is NOT changing. However, the bank routing number is changing. We, and our processor, will take care of notifying anyone who automatically deposits funds into or withdraws funds from your checking account about the change in your bank routing number; these types of transactions are commonly referred to as "ACHs". You will continue to receive your checking account statement in whatever manner that you currently receive it from First State Bank (online banking, paper copy through the mail, etc.) NOTE: To receive your checking account statement through online banking (including if you also receive a paper statement through the mail), you will have to accept our Electronic Delivery of Bank (Account) Statement Consent and Agreement through online banking first. You will receive a final statement from First State Bank dated September 27, 2019. If you receive your statement as of the last business day of each month, you will receive your first statement from us dated September 30, 2019.

#### **Savings Accounts:**

- Your savings account number is NOT changing.
- We will notify anyone that automatically deposits funds into or withdraws funds from your savings account of your new bank routing number.
- You will receive your checking account statement in whatever manner you currently receive it (online, paper copy
  through the mail, etc.) If you receive your statement via Online Banking, you will have to accept the Farmers Bank and
  Trust Company Electronic Delivery of Bank (Account) Statement Consent and Agreement through online banking at
  your first login.
- You will receive a final statement from First State Bank dated September 27, 2019.
- You will receive your first statement from us dated September 30, 2019; future statements will be dated the last business day of each calendar quarter thereafter, unless you are currently on a different schedule or your account has



any automatic activity in which case you will receive your statement dated the last business day of the month in which the activity occurred.

First, your savings account number is NOT changing. However, the bank routing number is changing. We, and our processor, will take care of notifying anyone who automatically deposits funds into or withdraws funds from your savings account about the change in your bank routing number; these types of transactions are commonly referred to as "ACHs". You will continue to receive your savings account statement in whatever manner that you currently receive it from First State Bank (online banking, paper copy through the mail, etc.). NOTE: To receive your savings account statement through online banking (including if you also receive a paper statement through the mail), you will have to accept our Electronic Delivery of Bank (Account) Statement Consent and Agreement through online banking first. You will receive a final statement from First State Bank dated September 27, 2019. You will receive your first statement from us dated September 30, 2019; future statements will be dated the last business day of each calendar quarter thereafter, unless you are currently on a different schedule or your account has any automatic activity in which case you will receive your statement dated the last business day of the month in which the activity occurred.

#### **Christmas Club Accounts:**

- First State Bank Christmas Clubs will close Wednesday, September 25, 2019. Money will transfer to the funding checking or savings account on Thursday, September 26, 2019 and 2019-2020 Christmas Club accounts will begin accepting deposits.
- Deposits scheduled for Friday, September 27, 2019 will not occur until Monday, September 30, 2019 and will be part of the 2019-2020 Christmas Club.
- This may lessen the amount you expected to receive from your 2018-2019 Christmas Club.
- This may increase the amount you expect to receive in your 2019-2020 Christmas Club.
- Your Christmas Club Account will have the same terms and conditions as originally disclosed by First State Bank, until
  its next renewal. When it renews for the 2019-2020 Club year in October 2019, it will have the terms and conditions
  disclosed below.

#### **Vacation Club Accounts:**

Your Vacation Club Account will have the same terms and conditions as originally disclosed by First State Bank, until its
next renewal. When it renews for the 2020-2021 Club year in May 2020, it will have the terms and conditions disclosed
below.

#### **Automatic Transfers (Overdraft Prevention):**

• If you have our automatic transfer service (overdraft prevention) where money is automatically advanced or withdrawn from one account to cover an overdraft in another account, you will receive a notice that this transfer has occurred.

#### **Cash Reserve:**

• You will receive a second Cash Reserve Statement dated Friday, September 27, 2019, but a payment will not be collected with the second statement.

# Allowed Overdraft Program (AOD):

There will be no changes in this program.

#### **Round Up Savings** (known as Savings Cents with First State Bank):

• Whole dollar transactions will round up to the next whole dollar.

# ATM (Automated Teller Machine):

- All First State Bank ATMs will remain in the same location as they are currently and will provide the same services they
  currently provide.
- ATM Service Charge Our current ATM Service Charge is \$0.50 when you use a non-Farmers Bank and Trust Company ATM. Effective November 1, 2019, that charge will increase to \$1.00, which is First State Bank's current charge.



- ATM withdrawals made Friday, September 27, 2019 will be posted to your account Monday, September 30, 2019, unless
  the ATM screen does not display Farmers Bank and Trust Company. If it does not display Farmers Bank and Trust
  Company, your ATM withdrawal will post to your account on Friday, September 27, 2019.
- All First State Bank ATMs may be inoperable for 1-2 hour increments throughout the day on Friday, September 27, 2019.
- You may access your accounts at our four other ATMs, located in Madisonville, Henderson, Marion, and Salem, Kentucky.

#### **Debit Cards:**

- Your new Farmers Bank and Trust Company Visa® Debit Card and your new PIN will arrive separately the week of September 23, 2019.
- Stop using your First State Bank MasterCard® Debit Card and PIN by 8:00 am CST on Monday, September 30, 2019.
- Start using your Farmers Bank and Trust Company Visa® Debit Card and PIN after 8:00 am CST on Monday, September 30, 2019.
- Beginning Friday, September 27, 2019, your *personal* First State Bank MasterCard® Debit Card will *temporarily* have lower ATM cash withdrawal limits and lower purchase limits, each equal to \$200.00.
- Beginning Friday, September 27, 2019, your *business* First State Bank MasterCard® Debit Card will *temporarily* have lower ATM cash withdrawal limits equal to \$200.00 and lower purchase limits, equal to \$500.00.
- Beginning Monday, September 30, 2019, your Farmers Bank and Trust Company Visa® Debit Card (both personal and business cards) will have the same limits as your former First State Bank MasterCard® Debit Card.
- If you have any recurring payments established using your First State Bank MasterCard® Debit Card, you will need to
  provide your new Farmers Bank and Trust Company Visa® Debit Card information to the companies that are billing your
  debit card.

#### **Credit Cards:**

• If you are a credit card account holder with First State Bank, you will continue to use their existing cards and login credentials. New cards will be issued with Farmers Bank branding when they expire or reported lost/stolen.

# **Certificates of Deposit/Individual Retirement Accounts:**

- There will be no change in your customer or account numbers.
- Effective Saturday, September 28, 2019, your maturity notices for Certificates of Deposit (CDs) and Individual Retirement Accounts (IRAs) will be generated 20 days in advance of the maturity date, instead of 23 days in advance.
- Farmers Bank and Trust Company will serve as the custodian of your IRAs, effective Saturday, September 28, 2019.

# Loans:

- There will be no changes in the terms and conditions of your loans.
- There will be no change in your loan borrower or account numbers.
- If you use checks to access to Home Equity Line of Credit (HELOC), you may continue to use those checks.
- We only report our customers' loan history to the consumer credit reporting agencies known as TransUnion and Equifax.
- Please be aware that notices, statements, and other forms of communication from the bank may be mailed in different formats than you are accustomed.
- Continue using your First State Bank loan coupon book(s).

# Telephone Banking: (Farmers ACCESS Line, known as Dial-A-Bank, with First State Bank):

- After September 30, 2019, call 270-965-4874 for automated account information.
- Your telephone banking PIN, and any transfers between accounts that you have established, are NOT changing.



# Mobile and Online Banking with Bill Pay:

- Your access to First State Bank's Mobile and Online Banking will continue until 5:00 pm Central Standard Time (CST) on Friday, September 27, 2019, including transfers. Your access to Farmers Bank and Trust Company's Mobile and Online Banking will begin on or before 12:00 pm CST on Monday, September 30, 2019. There will be no access between these times, however, you will be able to contact the bank toll free at 1-855-430-BANK on Saturday, September 28, 2019 and Sunday, September 29, 2019 between the hours of 8:00am CST and 5:00pm CST for assistance.
- ONLINE ACCESS: After 12:00pm on Monday, September 30, 2019, go to our website at www.Farmers247.com. In the
  upper right hand corner of the website, you will find a "lock" icon. Simply click on that "lock" icon, then enter your
  username (your username, password and security questions are the same as they were with First State Bank). From
  that point, everything should look familiar to you as we use the same online banking provider as First State Bank uses.
- MOBILE ACCESS: First, please delete your First State Bank mobile app. Then, download the Farmers
  Bank and Trust Company's Mobile Banking App from the App Store or Google Play and use your
  Online Banking User Name and Password to log into Mobile Banking (your user name, password and
  security questions are the same as they were with First State Bank). Look for the icon to the right to
  verify you have the correct app.



- MOBILE TEXT BANKING: After 12:00pm on Monday, September 30, 2019, you will continue to send your text to MOBANK (662265) and functionality will remain unchanged.
- Online and Mobile customers will find some new great features once you have logged in, such as our Free Personal Finance Manager (My Money Story) and P2P (Person to Person immediate transfers).

#### **Business Customers using Cash Management, and Remote Deposit Capture:**

Farmers Bank and Trust Company and First State Bank utilize the same provider for these services; therefore, the
transition will not be difficult. To create a seamless conversion, one of our team members will be contacting you directly
prior to September 28, 2019 if you use any of these services.

# **Safe Deposit Boxes:**

There will be no change in your safe deposit box rent.

# Direct Deposit/Payment (commonly referred to as ACH):

• If you have Direct Deposits or Direct Payments (i.e. Payroll, Utility Payments, Etc.) set up to come out of your checking account, those will continue to process as normal.

#### **Automatic Transfers:**

- If you initiated an Automatic Transfer with First State Bank to make a deposit in another account or make a payment, either at First State Bank or at another financial institution, the Automatic Transfer will continue to occur.
- If your account does not have sufficient funds to make the deposit or payment, Farmers Bank and Trust Company will continue to try to make that deposit or payment for the next seven business days following the day the transaction was scheduled to occur.
- If the Automatic Transfer involves a checking or savings account at another Financial Institution, and the scheduled transfer day is a day that Farmers Bank and Trust Company is closed, then the transfer will occur on the business day before the day we are closed.
- If your checking account is subject to excess check charges or your Savings Account is subject to excess withdrawal charges, then Automatic Transfers are subject to these charges, just as checks or withdrawals.

# **Year-end Tax Reporting:**

- If you sell certain real property with First State Bank as the closing agent prior to Saturday, September 28, 2019, and an IRS Form 1099-S (Proceeds from Real Estate Transactions) is necessary, then you will receive the 1099-S from Farmers Bank and Trust Company in early 2020.
- All other 2019 IRS reporting (including redeemed Savings Bonds prior to September 28, 2019 at First State Bank) will be handled by Farmers Bank and Trust Company.



# **Annual Privacy Disclosure/Notice:**

- You are receiving a privacy notice with this mailing from Farmers Bank and Trust Company
- You can always find the Farmers Bank and Trust Company Privacy Policy on our website at www.Farmers247.com.

# **5.0 Deposit Account Conversion Information**

This section is for anyone with a checking account (consumer or business), savings account, or club account

As part of our commitment to provide the very best checking products and services, your current First State Bank (FSB) checking account will be changed to include benefits that provide better value and more convenience. The listings below will help you understand important changes to your account:

# If your account with First State Bank is... Then your account with Farmers Bank remains a...

Premier Plus
Bonus Checking
Bonus Checking\*

Hometown Business Checking Hometown Business Checking

Interest First Checking
Business Checking
Non-Profit Checking
Health Savings Account
Regular Checking
N.O.W. Checking
N.O.W. Checking
Ninterest First Checking
Business Checking
Non-Profit Checking
Health Savings Account
Regular Checking
N.O.W. Checking
N.O.W. Checking

Hometown Business Plus Hometown Business Plus

Regular Savings
Christmas Club
Vacation Club
Vacation Club
Regular Savings
Christmas Club
Vacation Club

# If your account with First State Bank is... Then your account with Farmers Bank will be...

Hometown Checking

FSB Money Market

Community Choice

Simply Free Checking

N.O.W. Account

Farmers Gold

Community Choice Plus Better Than Ever Gold
First Choice Premier Farmers Gold Advantage

First Choice Checking Farmers Gold
Flat Fee Checking Basic Checking\*\*
Community Choice 55 Farmers Gold

Sweep/Analysis Business Account Analysis

Golden Plus Checking Regular Checking IOLTA N.O.W. Account

Neighborhood Advantage Simply Free with Interest

Hometown Choice Checking Regular Checking

Student Checking Common \$ense Checking (powered by BaZing)\*

Hometown Business Premier Checking Business with Interest

Please note, you will not have to take any action for your account conversion to take place from First State Bank to Farmers Bank and Trust Company. For specific information including fees and monthly membership costs, please refer to the Truth in Savings Disclosure enclosed. If you would like to review our other account options, our staff is eager to assist you. Feel free to call us toll free at 1-855-430-BANK with any questions.

<sup>\*</sup> Farmers Bank and Trust Company considers a student anyone who is a primary accountholder and age 23 and under when determining student eligibility for the reduction in the monthly service charge.

<sup>\*\*</sup>If you have the Basic Checking, you can enjoy three (3) free local deals as a basic BaZing member to try out our Common \$ense Checking account benefits. Simply download the free BaZing mobile app in the App Store or Google Play or go online at www.BaZing.com. With either option, just enter your activation code: FarmersBasic and complete the requested information. You'll then receive an email and text message and you're ready to save money with BaZing on three (3) local deals!



# 6.0 Truth in Savings Disclosure

This section is for anyone with a consumer checking and/or savings account(s).

The interest rate and annual percentage yield stated below are accurate as of August 20, 2019. If you would like more current rate and yield information, please call us at 1-855-430-BANK.

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

We reserve the right, at any time, to require not less than 7 days' notice in writing before any withdrawal from an interest bearing account.

#### Variable Rate:

The interest rate and annual percentage yield for your Better than Ever Gold, Farmers Gold, Farmers Gold Advantage or N.O.W. Checking account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change.

#### **Determination of Rate:**

At our discretion, we may change the interest rate on your Better than Ever Gold, Farmers Gold, Farmers Gold Advantage, N.O.W or Simply Free with Interest Checking, Savings, Auto Deduction Christmas Club, Vacation Club or Health Savings account.

#### Frequency of rate change:

We may change the interest rate on your Better than Ever Gold, Farmers Gold, Farmers Gold Advantage, N.O.W or Simply Free with Interest Checking, Savings, Auto Deduction Christmas Club, Vacation Club or Health Savings account at our discretion.

# **Compounding and Crediting:**

Frequency – Interest will be compounded monthly for Better than Ever Gold, Farmers Gold, Farmers Gold Advantage, N.O.W. and Simply Free Checking or Health Savings accounts and quarterly for Savings accounts. Interest will not be compounded for Auto Deduction Christmas Clubs and Vacation Clubs.

Interest will be credited monthly into Better than Ever Gold, Farmers Gold, Farmers Gold Advantage, N.O.W. and Simply Free Checking or Health Savings accounts, quarterly for Savings accounts and at maturity for Auto Deduction Christmas Clubs and Vacation Clubs.

Effect of Closing an account – If you close your Better than Ever Gold, Farmers Gold, Farmers Gold Advantage, N.O.W or Simply Free with Interest Checking, Savings, Auto Deduction Christmas Club, Vacation Club or Health Savings account before interest is credited, you will not receive the accrued interest.

#### **Balance Computation Method:**

Daily Balance Method – We use the daily balance method to calculate the interest on your Better than Ever Gold, Farmers Gold, Farmers Gold Advantage, N.O.W or Simply Free with Interest Checking, Savings, Auto Deduction Christmas Club, Vacation Club or Health Savings account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits -Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks) for Better than Ever Gold, Farmers Gold, Farmers Gold Advantage, N.O.W. and Simply Free Checking accounts. Interest begins to accrue on the business day you deposit noncash items (for example, checks) for Savings and Health Savings accounts, Auto Deduction Christmas Clubs and Vacation Clubs.

# Minimum Balance requirements:

**For all accounts:** To open the account. You must deposit at least \$0.00 to open this account, except Auto Deduction Christmas Clubs and Vacation Clubs. You must deposit at least \$2.00 to open an Auto Deduction Christmas Club or Vacation Club.



#### **Transaction Limitations:**

**Savings accounts:** During any month or statement cycle, you may not make more than 6 withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party. If you exceed the transfer limitation set forth above in any statement period, your account will be subject to closure by the financial institution.

**For all accounts:** You may make unlimited deposits into your account. The minimum amount you can deposit in an Auto Deduction Christmas Club or Vacation Club is \$2.00.

**ADDITIONAL TERMS** - The following additional terms apply to these account types:

**Basic Checking:** To avoid imposition of the Membership Fee of \$7.00, you must meet one of the following requirements: Maintain a minimum balance during every day of the statement cycle of \$100.00 OR receive your monthly statement electronically via Online Banking or by E-Statement (a valid email address is required for this option).

**Better Than Ever Gold Checking:** Please refer to the Tier Rate Sheet below for the tiers and current interest rates that apply to your account. Membership Fee: \$5.00 per statement.

**Common \$ense Checking:** Membership Fee: \$6.00 per statement cycle. This fee will not apply if the primary accountholder is age 23 and under. The monthly Membership Fee of \$6.00 will begin the statement cycle following the primary accountholder's 24th birthdate.

**Farmers Gold Checking:** If your balance falls below \$100.00 on any day in the statement cycle, your account will be subject to a \$7.00 Minimum Balance Fee for that statement cycle. Please refer to the Tier Rate Sheet below for the tiers and current interest rates that apply to your account.

**Farmers Gold Advantage Checking:** Membership Fee: \$4.00 per statement cycle. Please refer to the Tier Rate Sheet below for the tiers and current interest rates that apply to your account.

**N.O.W.** Checking: Excess Check Charge: We impose an Excess Check Charge of \$0.25 per check for each check over 25 during a statement cycle, if the minimum daily balance in your account falls below \$1,500.00 during the statement cycle. Minimum Balance Fee: You must maintain a minimum daily balance of \$1,500.00 in your account to avoid a minimum balance fee. If during any statement cycle your account balance falls below the required minimum daily balance of \$1,500.00, your account will be subject to a minimum fee based on the following fee schedule:

Please refer to the Tier Rate Sheet below for the tiers and current interest rates that apply to your account.

**Regular Checking:** Excess Check Charge: We impose an Excess Check Charge of \$0.25 per check for each check over 25 during a statement cycle, if the minimum daily balance in your account falls below \$400.00 during the statement cycle. Minimum Balance Fee: You must maintain a minimum daily balance of \$400.00 in your account to avoid a minimum balance fee. If during any statement cycle your account balance falls below the required minimum daily balance of \$400.00, your account will be subject to a minimum balance fee based on the following fee schedule:



**Simply Free Checking:** This account provides truncated statements (images are not included). You may select email statements which do include images (a valid email address is required for this option).

**Simply Free with Interest Checking:** Please refer to the Tier Rate Sheet below for the tiers and current interest rates that apply to your account.

Savings (Statement): Minimum Balance requirements: To avoid the imposition of the low balance fee you must meet the following requirements: A low balance fee of \$1.00 will be imposed every month if the balance in the account falls below \$50.00 any day of the month. Fees and Charges: The following fees and charges apply to this account: Excess Withdrawal Charge: We impose an Excess Withdrawal Charge of \$1.00 per withdrawal over six during a calendar quarter. Additional Terms: The following additional terms apply to this account: If you bring the balance of your savings account to \$0.00 and the balance remains at \$0.00 for 30 days, then the savings account is considered closed and you will not receive the uncredited accrued interest.

#### **Auto Deduction Christmas Club and Vacation Club:**

Time requirements - This account matures after account opening.

Early withdrawals - The penalty we may impose will equal all interest accrued on the account balance.

**Automatically renewable account** - Your account will automatically renew at maturity. This account will be renewed for a like term at the best available interest rate as posted by us for similarly issued accounts of like term. There is no grace period following the maturity of this account during which you may withdraw the funds without being charged an early withdrawal penalty.

**Final maturity** - In May (Vacation Club) or October (Auto Deduction Christmas Club) of each year, the total balance and interest will be deposited into the account from which the payments are debited periodically. You will receive an annual statement at this time.

Effect on maturity - The maturity date for this account will remain the same after additional deposits.

**Withdrawal limitations** - You may not make withdrawals of principal from your account before maturity. You cannot withdraw interest from your account before maturity.

**Additional Terms -** The following additional terms apply to this account:

You must deposit your Auto Deduction Christmas Club or Vacation Club Payments automatically from a checking account at Farmers Bank and Trust Company in order to be eligible for this account.

**Health Savings Account (HSA):** This account is also governed based on the HSA Health Savings Account Organizer-Custodial as well as any other signed documents between the Bank and the customer for this account.

# **Non-Personal Accounts:**

**Non-Profit Checking Account:** If your balance falls below \$100.00 on any day in the statement cycle, your account will be subject to a \$2.00 Minimum Balance Fee for that statement cycle. We impose an Excess Check Charge of \$0.25 per check for each check over 25 during a statement cycle.

**Business Checking:** If your balance falls below \$500.00 on any day in the statement cycle, your account will be subject to a \$5.00 Minimum Balance Fee for that statement cycle. We impose an Excess Check Charge of \$0.25 per check for each check over 25 during a statement cycle, if the minimum daily balance in your account falls below \$2,500.00 during the statement cycle. Accounts may be subject to an analysis charge; if your account becomes subject to an analysis charge, we will inform you.

**Business Checking with Interest:** If your balance falls below \$500.00 on any day in the statement cycle, your account will be subject to a \$5.00 Minimum Balance Fee for that statement cycle. We impose an Excess Check Charge of \$0.25 per check for each check over 25 during a statement cycle, if the minimum daily balance in your account falls below \$2,500.00 during the



statement cycle. Accounts may be subject to an analysis charge; if your account becomes subject to an analysis charge, we will inform you. Please refer to the Tier Rate Sheet below for the tiers and current interest rates that apply to your account.

	1			
	Minimum	Minimum		
	Deposit to	Balance to		Annual
	Open	Obtain	Interest	Percentage
Account Type	Account	APY*	Rate**	Yield (APY)
Better than Ever Gold Checking	\$0.00	\$1,500.00	0.01%	0.01%
Business Checking with Interest	\$0.00	\$0.00	0.05%	0.05%
Farmers Gold Checking - Tier 1	\$0.00	\$1,000.00	0.01%	0.01%
Farmers Gold Advantage Checking - Tier 1	\$0.00	\$500.00	0.01%	0.01%
N.O.W. Checking - Tier 1	\$0.00	\$0.00	0.01%	0.01%
Better than Ever Gold, Farmers Gold,				
Farmers Gold Advantage and N.O.W.				
Checking - Tier 2	\$0.00	\$10,000.00	0.02%	0.02%
Simply Free with Interest Checking		\$5,000.00	0.02%	0.02%
Savings (Statement)	\$0.00	\$0.00	0.02%	0.02%
Auto Deduction Christmas and Vacation				
Clubs (Savings)***	\$2.00	\$2.00	0.05%	0.05%
Health Savings Account (HSA)	\$0.00	\$0.00	1.25%	1.26%
All describes as leaves down to \$250,000 both a FDIC. The above statement and act of the				

All deposits are insured up to \$250,000 by the FDIC. The above rates are our posted rates for the accounts listed above. Rates may vary if amounts, terms or other conditions vary from those posted above. Fees could reduce earnings. \*Daily balance (the amount of principal in the account each day). \*\*The interest rate is subject to change. If the interest rate changes, the Annual Percentage Yield will change. \*\*\*Substantial penalty for early withdrawal. Penalty would reduce earnings.

#### 7.0 Terms and Conditions of Your Account

This section is for anyone with a Checking and/or Savings Accounts

**Important Information about Procedures for Opening a New Account.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens or renews an account, opens a safe deposit box, or receives or renews a loan.

What this means for you: When you open or renew an account, open a safe deposit box, or receive or renew a loan, we will ask for your name, physical address, date of birth, Social Security Number and other information that will allow us to identify you. We will also ask to see your driver's license or other unexpired government-issued identification bearing your photograph or similar safeguard and a second identifying document, which may include your original Social Security Card, state certified Birth Certificate, most recent utility bill or other identifying documents.

**Agreement.** This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules, which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card, open, or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Kentucky and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- 1. summarize some laws that apply to common transactions;
- 2. establish rules to cover transactions or events which the law does not regulate;
- 3. establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- 4. give you disclosures of some of our policies to which you may be entitled or in which you may be interested.



If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

**Liability.** You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**Deposits.** We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgement justifies reversal or credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

# Withdrawals.

**Generally.** Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.



**Postdated Checks.** A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and Withdrawal Rules. If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

A Temporary Debit Authorization Hold Affects Your Account Balance. On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Overdrafts. You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card



transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Multiple Signatures, Electronic Check Conversion, and Similar Transactions. An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions, the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**Notice of Withdrawal.** We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

**Release-of-Funds Procedure.** We reserve the right to prevent withdrawal from this account upon the death of any owner until all required release-of-funds procedures are completed.

**Ownership of Account and Beneficiary Designation.** These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account.** This is an account in the name of one person.

**Joint Account - With Survivorship** (And Not Tenants in Common). This is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the (And Not as Tenants in Common) survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Joint Account - No Survivorship** (As Tenants in Common). This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

Revocable Trust or Pay-On-Death Account. If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, (2) the beneficiary is then living, and (3) any required release-of-funds procedures have been completed. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**Business, Organization and Association Accounts.** Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**Stop Payments.** Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.



We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was verbal, your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**Telephone Transfers.** A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

Amendments and Termination. We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. You agree to keep us informed of your current address at all times. Notice from us to any one of you is notice to all of you. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

**Notices.** Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

#### Statements.

Your Duty to Report Unauthorized Signatures, Alterations and Forgeries. You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only



with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your Duty to Report Other Errors. In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. You agree that the time you have to examine your statement and report to us will depend on the circumstances. However, such time period shall not exceed 60 days. Failure to examine your statement and report any such errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any such errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors Relating to Electronic Fund Transfers or Substitute Checks (For consumer accounts only). For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**Direct Deposits.** If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the U.S. Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**Temporary Account Agreement.** If this option is selected, this is a temporary account agreement. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**Set-Off.** We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the accounts against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of set-off does not apply to this account if prohibited by law. For example, the right of set-off does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

**Check Processing.** We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You



agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

**Check Cashing.** We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

Truncation, Substitute Checks, and Other Check Images. If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**Remotely Created Checks.** Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

**Unlawful Internet Gambling Notice.** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

ACH and Wire Transfers. This agreement is subject to Article 4A of the Uniform Commercial Code – Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.



**Facsimile Signatures.** Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

**Authorized Signer** (*Individual Accounts only*). A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

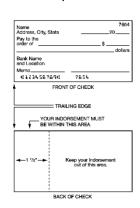
**Restrictive Legends.** The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

Account Transfer. This account may not be transferred or assigned without our prior written consent.

**Indorsements.** We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g., additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement, or information you have printed on the back of the check obscures our indorsement. These indorsement guidelines apply to both personal and business checks.



**Death or Incompetence.** You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or becomes legally incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or legal incompetence for up to ten (10) days after your death or legal incompetence unless ordered to stop payment by someone claiming an interest in the account.

**Fiduciary Accounts.** Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**Credit Verification.** You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

Legal Actions Affecting Your Account. If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

**Security.** It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account. If you provide your account number in response to a telephone solicitation for the purpose of making a transfer (to purchase a service or merchandise, for example), payment can be made from your account even though you did not contact us directly and order the payment. You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

**Telephonic Instructions.** Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.



Monitoring and Recording Telephone Calls and Consent to Receive Communications. Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

Claim of Loss. If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**Early Withdrawal Penalties** (and involuntary withdrawals). We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

**Address or Name Changes.** You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

Resolving Account Disputes. We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence



satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

**Waiver of Notices.** To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

# 8.0 Electronic Fund Transfers - Your Rights and Responsibilities

This section is for anyone with a Consumer Account

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

#### TYPES OF TRANSFERS, FREQUENCY AND DOLLAR LIMITATIONS

# **Prearranged Transfers**

**Preauthorized credits**. You may make arrangements for certain direct deposits to be accepted into your checking and/or savings accounts.

**Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking and/or savings account(s). You may call us at 1-855-430-BANK to find out the status of your preauthorizations.

**Telephone Transfers.** You may access your account(s) by telephone at 270-965-4874 using a touch tone phone, your account numbers, and your PIN, SSN or EIN, and date of birth to: Transfer funds from checking to savings, transfer funds from savings to checking, transfer funds from checking to checking, transfer funds from savings to savings, make payments from checking to loan accounts with us, make payments from savings to loan accounts with us, get checking account(s) information, get savings account(s) information, get certificate of deposit balances and history, and/or get loan balances and transaction history.

**ATM Transfers.** You may access your account(s) by ATM using your VISA® Check Card or pulse ATM card and personal identification number to: Make deposits to checking accounts, make deposits to savings accounts, get cash withdrawals from checking accounts you may withdraw no more than \$300.00 per day (unless you have been notified differently), transfer funds from savings accounts you may withdraw no more than \$300.00 per day (unless you have been notified differently), transfer funds from savings to checking, transfer funds from checking to savings, transfer funds from checking to checking, get checking account(s) information, get savings account(s) information, and to transfer from savings to savings. Please see Additional Terms for more information on ATM Transfers.

**Point-Of-Sale Transactions.** Using your card: You may access your checking account(s) to purchase goods in person, by phone, or by computer, pay for services in person, by phone, or by computer, get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept. You may not exceed more than \$600.00 in transactions per day (unless you have been notified differently). Please see Additional Terms for more information on Point-of-Sale Transactions.

Computer Transfers. You may access your account(s) by computer by accessing this website: www.Farmers247.com and using your log in credentials to: Transfer funds from checking to savings, transfer funds from savings to checking, transfer funds from checking to checking, transfer funds from savings to savings, make payments from checking to loan accounts with us, make payments from savings to loan accounts with us, make payments from checking to third parties (Bill Payment), get checking account(s) information, get savings account(s) information, and/or get balance, deposit, transactions and withdrawal information on CDs, IRAs, and loans, plus IRA deposit and withdrawal information. See Additional Terms.



Mobile Banking Transfers. You may access your account(s) by web-enabled cell phone by downloading the Farmers Bank App and using your login credentials to: Transfer funds from checking to savings, transfer funds from savings to checking, transfer funds from checking to checking, transfer funds from savings to savings, get checking account(s) information, get savings account(s) information. Transfers are only available to registered accounts when using a mobile browser. We require your mobile number to be activated prior to using this service. For Text Only Mobile Banking (without a browser) text MOBANK (662265) and use your account number and alias for limited services by commands (BAL, ACT, HELP). Mobile Banking Terms and Conditions must be agreed to prior to authorization for use. These are available when registering for the product or by request. You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

Electronic Fund Transfers Initiated by Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

**Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

**Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

#### **FEES**

Refer to our Limits and Fees disclosure for information about fees and limitations that may apply to Electronic Funds Transfers. We do not charge for direct deposits to any type of account. Except as indicated above, we do not charge for Electronic Fund Transfers.

**ATM Operator/Network Fees:** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

#### **DOCUMENTATION**

**Terminal Transfers.** You can get a receipt at the time you make a transfer to or from your account using a(n) automated teller machine and/or point-of-sale terminal. You may not get a receipt if the amount of the transfer is \$15 or less.

**Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the telephone number listed below to find out whether or not the deposit has been made.

**In addition.** You will get a monthly account statement from us, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.



#### PREAUTHORIZED PAYMENTS

Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call or write us at the telephone number or address listed in this disclosure, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We charge \$35.00 for each stop payment (unless the amount of the item is less than \$35.00 in which case the amount of the stop payment fee would be equal to the amount of the item).

**Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### FINANCIAL INSTITUTION'S LIABILITY

**Liability for failure to make transfers.** If we do not complete a transfer to or from your 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 the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

#### CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- 1) where it is necessary for completing transfers; or
- 2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- 3) in order to comply with government agency or court orders; or
- 4) as explained in the separate Privacy Disclosure.

#### **UNAUTHORIZED TRANSFERS**

Consumer Liability. Tell us at once if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was transmitted to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.



Visa® Debit Card. Additional Limits on Liability for \$0.00. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa® card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa® or Plus® networks, or to transactions using your Personal Identification Number which are not processed by Visa®. Visa® is a registered trademark of Visa® International Service Association.

Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed at the end of this disclosure. You should also call the number or write to the address listed at the end of this disclosure if you believe a transfer has been made using the information from your check without your permission.

#### **ERROR RESOLUTION NOTICE**

In Case of Errors or Questions about Your Electronic Transfers, Call or Write us at the telephone number or address listed below, 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 must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- 1) Tell us your name and account number (if any).
- 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 3) Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days (5 business days if involving a Visa®, point-of-sale transaction processed by Visa® or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if involving a Visa® point-of-sale transaction processed by Visa® or 20 business days if the transfer involved a new 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 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer. We will tell you the results within three 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.

#### **Additional Terms.**

- 1) To REPORT A LOST OR STOLEN VISA® debit card (Check Card), automated teller machine (ATM) card, or PIN during normal business hours, call us immediately at 270-965-3106. After our normal business hours, call 1-844-202-5333, to report a lost or stolen VISA® debit card (Check Card), ATM card, or PIN.
- 2) ATM Transactions are serviced through terminals displaying the pulse(R), Alphalink®, or PLUS® logos. Some of these services are not available at all terminals.
- 3) For assistance with our Bill Payment Services after our normal business hours, please call 1-844-808-0865 (Monday Friday, available 7:00am until 1:00am CST).
- 4) Non-Visa® debits are permitted using your Visa® debit card and may not require authentication by PIN. The provisions of the cardholder agreement relating only to VISA® transactions are inapplicable to non-VISA® transactions.
- 5) You may purchase goods, pay for services, or get cash from a participating merchant or financial institution with a Pulse® ATM card in person only. Not all Pulse® ATM cards have Point-of-Sale transaction privileges.
- 6) Currency Conversion and International Transactions: When you use your VISA® debit card at a merchant that settles in currency other than US Dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by VISA® from the range of rates available in



wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA® itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

7) VISA® USA charges us a 0.8% International Service Assessment (Cross Border Fee) on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is an additional 0.2% (Currency Convert Fee) for a total of 1% of the transaction. The fee we charge you for international transaction/currency conversion is disclosed separately. An international transaction is a transaction where the country of the merchant is outside the USA.

Farmers Bank and Trust Company 201 South Main Street, P. O. Box 151 Marion, KY 42064-0151 1-855-430-BANK

More detailed information available upon request.

Business Days: Monday, Tuesday, Wednesday, Thursday, and Friday, excluding Federal Holidays.

#### 9.0 Limits and Fees

This section applies to all accounts when applicable based on limit and/or fee

The following fees may be assessed against your account and the following transaction limitations, if any, may apply to your account. For more information on which fees apply to your account type, please speak with someone from our New Account Staff.

**Card Replacement Fee** - You will be charged a \$5.00 card replacement fee, if your VISA® Check Card or Pulse® ATM Card replacements become excessive.

**ATM Service Charge** - Unless you have a Simply Free Checking account, we will charge you a \$1.00 ATM Service Charge for each transfer or withdrawal you make using a non-Farmers Bank and Trust Company automated teller machine.

**Electronic Fund Transfers** - If your checking account is subject to excess check charges, then electronic fund transfers from your checking account are subject to excess check charges. If your savings account is subject to excess withdrawal charges, then electronic fund transfers from your savings account are subject to excess withdrawal charges.

**ATM Transactions** - You may withdraw up to \$300.00 from our terminals each day, unless we notify you differently. ATM transactions are not subject to excess check charges on checking accounts.

**Point-of-Sale (Debit Card) Transactions** - You may buy up to \$600.00 worth of goods or services in our point-of-sale transfer service each day, unless we notify you differently. If your VISA® Check Card is only linked to a savings account, you cannot buy goods or services in our point-of-sale transfer service. Point-of-sale transactions are not subject to excess check charges on checking accounts.

**Currency Convert Fee** - A 0.2% (of the transaction amount) International Service Assessment Currency Convert Fee will be assessed on International Transactions were Visa® performs currency conversion. International Transactions are defined as transactions where the merchant country is outside the USA. The Currency Convert Fee applies to purchase, credit voucher or cash disbursement original transactions, including their corresponding reversal transactions. The Currency Convert Fee does not apply to Credit transactions and transactions originating at US Bases where the Country Code is designated as USA.

**Cross Border Fee** - A 0.8% (of the transaction amount) International Service Assessment Cross Border Fee will be assessed on International Transactions. International Transactions are defined as transactions where the merchant country is outside the



USA. The Cross Border Fee applies to purchase, credit voucher or cash disbursement original transactions, including their corresponding reversal transactions. The Cross Border Fee does not apply to Credit transactions and transactions originating at US Bases where the Country Code is designated as USA.

**Negative Balance Fee** - If an account has a negative balance\* for three consecutive business days\*\*, a negative balance fee of \$8.00 will be charged on the fourth business day and each business day thereafter, until the account has a positive balance\*\*\*.

- \*an account with a negative balance is overdrawn.
- \*\*business days are Monday through Friday, excluding federal holidays.
- \*\*\*an account with a positive balance is not overdrawn.

Chargeback Fee - \$4.00 per check or item that is deposited in your account and is returned to the bank unpayable

**Paid Item Fee** - \$36.00 per check or item that overdraws your account and is paid by the bank. The categories of checks or items for which a Paid Item Fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means.

**Return Item Fee** - \$36.00 per check or item that overdraws your account and is returned by the bank. The categories of checks or items for which a Return Item Fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means.

Research and Retrieval - \$25.00 per hour, when requested

Statement Reconciliation - \$10.00 per hour, when requested

Balance Inquiry Fee - \$1.00 per inquiry, if you have an excessive number of inquiries

Mobile Deposit(s) - \$0.50 per deposit

**Dual Statements Fee** - A dual statements fee of \$1.00 per statement cycle will apply, if you receive your statements in both electronic and paper form.

**Duplicate Copy of a Statement with the Images** - If you request a duplicate copy of a statement with the images of your checks and deposits, then you will be assessed a fee of \$5.00.

**Telephone Transactions** - You establish the limits for your Farmers ACCESS Line telephone transactions, when you enroll in this service.

**Stop Payment Fee** - \$35.00 per stop payment order unless the amount of the item is less than \$35.00 then the fee will be equal to the amount of the item.

Garnishments or Levies - \$75.00 per garnishment or levy, when attached

**Dormant Account Charge** - \$4.00 per statement cycle or month, whichever is more frequent, if for any 12 consecutive months, there is no activity on your account, your minimum daily balance is less than \$100.00 and the primary accountholder is age 24 or older.



# 10.0 Funds Availability Notice - Your Ability to Withdraw Funds

This section applies to transactional accounts only

This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 4:00 p.m. (cutoff times may be later on some days or at some locations) on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check from you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in one of your accounts. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in any account with us. The funds in the account would then not be available for withdrawal until after the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

#### **Longer Delays May Apply**

**Case-By-Case Delays** - In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day after we receive your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Safeguard Exceptions - Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You re-deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.



We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

# **Deposits at Automated Teller Machines**

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we own or operate will be made available on the first business day after the day of deposit.

# **Special Rules for New Accounts**

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the eleventh business day after the day of your deposit.



# 11.0 Privacy Policy

This section is for everyone

Rev January 2016

# FACTS

# WHAT DOES FARMERS BANK AND TRUST COMPANY DO WITH YOUR PERSONAL INFORMATION?

# Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

# What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Transaction History and Account Balances
- Credit History and Overdraft History

When you are *no longer* our customer, we continue to share your information as described in this notice.

# How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Farmers Bank and Trust Company chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Farmers Bank and Trust Company share?	Can you limit this sharing?	
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO	
For our marketing purposes— to offer our products and services to you	YES	NO	
For joint marketing with other financial companies	YES	NO	
For our affiliates' everyday business purposes—information about your transactions and experiences	NO	WE DON'T SHARE	
For our affiliates' everyday business purposes—information about your creditworthiness	NO	WE DON'T SHARE	
For non-affiliates to market to you	NO	WE DON'T SHARE	

Questions?

Call 1-855-430-BANK (2265) or go to www.Farmers247.com



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What we do				
How does Farmers Bank and Trust Company protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We restrict access to your information to employees who need it to provide products and services to you. We maintain safeguards that comply with federal standards to guard your information.			
How does Farmers Bank and Trust Company collect my personal information?	We collect your personal information, for example, when you  Open an account or Apply for a loan  Give us your income information or give us your contact information  Show your government-issued ID  We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.			
Why can't I limit all sharing?	Federal law gives you the right to limit only  sharing for affiliates' everyday business purposes—information about your creditworthiness  affiliates from using your information to market to you  sharing for nonaffiliates to market to you  State laws and individual companies may give you additional rights to limit sharing.			
Definitions				
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.  Farmers Bank and Trust Company does not share with its affiliates.			
Non-affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.  Farmers Bank and Trust Company does not share with nonaffiliates so they can market to you.			
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.  Our Joint Marketing partners include Strategy Corps.			



#### 12.0 Contact Information

# Call us Toll Free at 1-855-430-BANK

or by contacting your local office listed below

# **Muhlenberg County**

# **Central City Office**

110 North First Street PO BOX 70 Central City, KY 42330 270-754-2265

# Greenville Office

112 West Depot Street PO BOX 191 Greenville, KY 42345 270-338-2265

# **McLean County**

# Calhoun Office

One Veterans Memorial Drive PO BOX 54 Calhoun, KY 42324 270-273-9001

# Livermore Office

201 East Third Street PO BOX 250 Livermore, KY 42352 270-278-9900

# **Warren County**

# **Bowling Green Office**

2009 Scottsville Road Bowling Green, KY 42104 270-936-7500

# **Crittenden County**

# **Main Office**

201 South Main Street PO BOX 151 Marion, KY 42064 270-965-3106

#### **Marion Branch**

203 North Main Street Marion, KY 42064 270-965-3106

# **Hopkins County**

# **Madisonville Office** 2215 North Main Street

2215 North Main Street Madisonville, KY 42431 270-643-9968

# **Henderson County**

# Henderson Office

1555 South Green Street Henderson, KY 42420 270-827-9574

# **Livingston County**

# Salem Office

216 West Main Street Salem, KY 42078 270-988-9000

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Find us on Instagram at <a href="mailto:farmersbanktrust">farmersbanktrust</a>



