

eDocument Disclosure

Electronic Document (*eDocument*) Disclosure Agreement F&M Trust

By accepting F&M Trust's "Electronic Document Disclosure Agreement" you consent to and agree to F&M Trust providing certain notices and Documents to you in electronic form in lieu of a paper copy. These notices and Documents include but are not limited to Documents for your F&M Trust checking accounts, saving accounts, and loan accounts as well as other disclosures and memos we are permitted to include with your paper Document.

Scope of Consent

Your consent to receive Electronic Documents (*eDocuments*) covers the periodic Documents provided to you by F&M Trust in connection to your checking accounts, saving accounts, and loan accounts. By accepting *eDocuments*, you agree to be bound by the general terms and conditions governing *eDocuments*, including without limitation all the terms and conditions in this Agreement. You agree to abide by any and all laws, rules, regulations, and ordinances applicable to *eDocuments* presently existing or enacted, enforced, or issued after the completion of this Agreement. Further you agree to abide by any and all conditions or regulations governing other facilities, benefits, or services offered by F&M Trust relating to or in connection to the *eDocument* service.

F&M Trust has absolute discretion to make *eDocuments* available to you. Further, F&M Trust has the discretion from time to time and upon giving notice to you to modify, restrict, withdraw, cancel, suspend or discontinue *eDocuments* without giving any reason and you understand that by using *eDocuments* after any modification or change has been effected, you would have agreed to such modification or change. All future Documents for that account will be *eDocuments* that you will access through F&M Trust's Online Banking to obtain, review, print, and copy/download. Each time an eDocument is available to you, we will send an e-mail notice to you advising you of the availability of your *eDocuments*. Your electronic Document will be available for viewing for a period of 18 months (or such period as decided by F&M Trust and notified to you) from the most current document date.

Your consent to receive electronic documents covers any notice or other type of communication provided to you pursuant to the terms of this Agreement. We will send all notices, attachments, and/or documents via e-mail to the last known e-mail address provided by you. You agree to notify us promptly of any change of your e-mail address.

eDocument Procedures

Each account for which you wish to receive *eDocuments* must be specifically enrolled in the program through F&M Trust's Online Banking website. To elect to

receive *eDocuments* for a given account, log into F&M Trust's Online Banking service and enroll in the service.

If you wish to change your *eDocument* election status, simply log into F&M Trust's Online Banking service and change the delivery method of your Documents(s).

It is your obligation to notify us immediately in the event of a change in your contact information relative to Document delivery, including but not limited to e-mail address and mailing address. In order to notify us, please log into F&M Trust's Online Banking system and update your email address or call F&M Trust at (717) 264-6116 or 1-888-264-6116.

In the event an account elected for *eDocuments* has joint owners, each owner will have to enroll to receive *eDocuments* in order to view them.

Security

You agree that F&M Trust shall not be held liable if you are unable to gain access to the website or F&M Trust's Online Banking system from time to time. You understand that some or all of the *eDocument* services and/or other F&M Trust system services may not be available at certain times due to maintenance and/or computer, communication, electrical or network failure or any other causes beyond F&M Trust's control. You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your *eDocument* for each of your F&M Trust accounts as soon as you can access it. You must report any errors or discrepancies in accordance with our Account Disclosure as provided to you and with applicable law.

Further, it is your responsibility to guard your user ID, password, account numbers, and other sensitive information and keep them confidential. If you feel your user ID or password has been compromised, you must change them immediately.

System Requirements

- Internet access
- Internet browser supporting 128-bit encryption
- A certified, supported browser
 - For a list of these, contact F&M Trust.
- Software to view PDF files
 - Adobe Acrobat Reader is freely available on the Internet.
- A secure e-mail address

Changes In Terms

F&M Trust reserves the right to change the terms and conditions of this agreement at any time, including but not limited to the addition and deletion of *eDocument* services.

You, the user of F&M Trust's *eDocument* services, have the right to withdraw your consent to receiving an *eDocument* at any time by directing yourself to F&M Trust's Online Banking website and make the appropriate changes. When this is done, you will start to receive paper Documents for the following Document periods, and previous *eDocuments* will no longer be available.

Disclaimer of Warranty and Limitation of Liability

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the *eDocuments* provided to you under the Agreement. We do not and cannot warrant that the *eDocument* service will operate without error, or that the *eDocument* service will be available at all times. Except as specifically provided in this Agreement, or otherwise required by Law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under the Agreement or by reason of your use of the *eDocument* service, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.

F&M Trust Company makes no warranty that:

- The service will be uninterrupted, timely, secure or error-free
- The service will meet your requirements
- The results that may be obtained from the use of the service will be accurate or reliable
- The quality of any products, services, information or other material purchased or obtained by you through the service will meet your expectations
- Any errors in the software will be corrected

F&M Trust shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from:

- The use or the inability to use the service
- The cost of procurement of substitute goods and services resulting from any goods, data information or services purchased from the service
- Unauthorized access to your transmission
- Unauthorized alteration of your data
- Statements or conduct of the third party service provider
- Any other matter relating to the service