

Terms and Conditions

Exclusion of Representation and Warranties. The Service is provided on an “as is” basis only. Neither we, nor any licensor of third-party provider of an component of the service or of any information delivered as part of the service, makes, and each expressly disclaims, any representation or warranty of any kind, whether expressed, implied, or arising out of course of dealing or usage, including without limitation any warranty of merchantability, fitness for a particular purpose, noninfringement, noninterference with data, availability, accuracy or that the service is error free or secure. The Service contains information provided by one or more third-party credit reporting agencies or other third-party data providers. We do not control, and are not responsible for the information provided by any such third-party provider. You acknowledge and agree that neither we nor any such third-party provider has any obligation to correct information about you except as required by applicable law. Information you request may not be available or may not be provided, and we have no liability for such failure. Neither we nor any third-party data provider shall be liable for any damages caused by non-delivery, delayed deliver, or the misdirected deliver of an alert, update or other information, inaccurate or incomplete information is an alert, update or other information, or you reliance on or use of any alert , update or other information. We assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communication or personalization settings.

Limitation of Liability. In no event may we, or any licensor of third-party provider of any component of the service or of any information delivers as part of the service, be liable for an consequential, indirect, special, exemplary, punitive or similar damages arising form or related to the service, even if advised of the possibility of such damages in advance. Our total liability arising from or related to the service may never exceed the amount paid by you for the service during the 12 months prior to the date your claim arises. Some jurisdictions limit or prohibit the foregoing limitations, and in such jurisdictions the forgoing limitations shall be appl8iaed to the maximum extent permitted by law.

Miscellaneous Provisions. These terms are governed by the laws of the state of Iowa, USA, exclusive of its choice of law principles. Any claim, action or dispute arising out of or relating to the service or otherwise between you and us shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Neither you nor we may consolidate or join any claim or action in arbitration with any other claim or action in arbitration with any other claim or action or act as a representative or member of any class or private attorney general. Judgment upon any award of the arbitrator may be entered in any federal or state court having jurisdiction. This arbitration provision and these terms are governed by the Federal Arbitration Act.

Service Fees. Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. The monthly cost for ID TheftSmart service is \$5.00 per

month. You agree to pay such charges and authorize F&M Bank to deduct the calculated amount from your designated Billing Account.

Service Termination, Cancellation or Suspension. In the event you wish to cancel the Service, you have the ability to do so via one of the following:

1. Telephone us at 800-877-8021 during customer service hours; and/or
2. Write us at:
Farmers & Merchants Savings Bank
101 East Main Street
P.O. Box 588
Manchester, IA 52057

Any scheduled fees will not be processed once the Service is cancelled. F&M Bank may terminate or suspend this Service to you at any time.

Credit Report-Related Regulatory Disclosures. Your rights concerning your consumer credit file: You have a right to obtain a free copy of your credit report once every 12 months from each of the nationwide consumer reporting agencies. To request your free annual credit report you may go to www.annualcreditreport.com or call 1-877-322-8228, or complete the Annual Credit report Request form and mail it to: annual Credit report Request Service, P.O. Box 105281, Atlanta, GA 30348-5281. You can obtain additional copies of your credit report for a credit bureau for which you will be charged a reasonable fee. There is no fee, however, if you have been turned down for credit, employment, insurance, or a rental dwelling because of information in your credit report with the preceding 60 days. The credit bureau must provide someone to help you interpret the information in your credit file. You are entitled to receive a free copy of your credit report if you are unemployed and intend to apply for employment in the next 60 days, if you are a recipient of public welfare assistance, or if you have reason to believe that there is inaccurate information in your credit report due to fraud.

The Federal Trade Commission regulates credit bureaus and credit monitoring services. For more information contact:

Federal Trade Commission
Washington, D.C. 20580
1-877-FTC-HELP
www.ftc.gov