

ALERTS MANAGEMENT

Your debit card has been automatically enrolled in the Fraud Alert service (“Fraud Alerts”) received by telephone call to you. Fraud Alerts offer telephone notification of potential fraud based on transactions associated with your registered Debit Card. The Active Alerts service (“Active Alerts”) is another feature you can choose to activate. Active Alerts offer telephone notification when your debit card is used for, among other options, online, phone or mail charges; international purchases; purchases made with certain merchants; and transactions made outside of a specific time of day and to alert you about a declined transaction when you elected to block all activity on your debit card using the Active Controls option. You can opt in to receive Active Alerts via text message and email by enrolling online and providing a number for your wireless access device (“Wireless Access Device”) and an email address.

Another feature you can activate through Alert Management is the Active Controls option. The Active Controls option is a feature that allows you to freeze your Debit Card, which blocks all activity on your Debit Card. You also use Active Controls to unfreeze the Debit Card, which allows transactions to be completed. You agree that Farmers & Merchants Bank of Long Beach will automatically decline transactions when a freeze has been placed on your Debit Card, and you will not have the opportunity to authorize the transactions. To receive notifications whenever the Active Controls option has been activated for your Debit Card, select “Decline DUE TO Control selections” in the Active Alerts section under Alerts Management. Important: The act of freezing your debit card does not constitute notification under Regulation E (the Electronic Funds Transfer Act) and does not eliminate your responsibility to immediately notify Farmers & Merchants Bank of Long Beach in the event that your debit card is lost or stolen or you believe there may be fraud on your account.

You can receive Active Alerts via email and/or text message by providing up to five (5) destinations, either email addresses and/or numbers for your Wireless Access Devices. If you opt in to receive Active Alerts by text messaging, you acknowledge that such messages will be automatically sent via text message to your Wireless Access Device. You assume all responsibility for the receipt of the text messages and acknowledge that these Alerts Services are not sent through a secure channel and may be intercepted or read by others.

If you have more than one debit card that you would like to receive Active Alerts, you must enroll each debit card separately.

YOUR INFORMATION

You are responsible to input accurate information to set up the Active Alerts. The Active Alerts do not replace standard communications you receive from us concerning your accounts. In addition, communications exchanged under the Active Alerts do not replace your duty to review communications from us, including monthly statements, and to notify us in the time and manner as provided in our other agreements with you. It is your responsibility to notify us and/or update your Active Alerts profile with changes to your destinations, email address(es), telephone number(s) and/or number(s) for your Wireless Access Device(s).

FRAUD NOTIFICATION

Once a notification of potential fraud has been sent, if a response is not received confirming authorization for suspected fraud transactions, we will attempt to telephone you to verify the suspected transactions based on the available information we have on file. We reserve the right to reject transactions and block access to your debit card until confirmation is obtained from you. You may opt out of this program at any time, as provided below.

CREATE, MODIFY AND STOP ALERTS

To stop receiving text and/or email Active Alerts, the following options are available:

- To stop receiving **text** Fraud and Active Alerts: Text the word "STOP" to 42831 and an opt-out confirmation of your request will be sent via text message. Thereafter, no future text alerts will be sent to your Wireless Access Device(s).
- To stop receiving email and/or text alerts, call us at 1-562-344-2346, Monday through Saturday between 7:00 am PT. and 9:00 pm PT. or Sundays between 8:00 am PT. and 5:00 pm PT.

To create, modify or deactivate your Active Alerts and Active Controls option: Log in to the Debit Card Alerts website at www.fmb.com/alerts. Click on "Register/Manage," answer the authentication questions and make sure the nickname for the account you want to change is the Nickname field. Update your Alert or Control selection under the section "Active Alerts" and/or "Active Controls." You can either edit or delete individual alerts.

We will continue to notify you via telephone if we detect any unusual activity that we have determined to be fraudulent even if you had requested to stop receiving text and email Active Alerts.

You may reenroll for Active Alerts at any time at www.fmb.com/alerts or by calling us at 1-562-344-2346, Monday through Saturday between 7:00 am PT. and 9:00 pm PT. or Sundays between 8:00 am PT. and 5:00 pm PT.

Generally, you agree to terminate the Active Alerts or disable your requested Wireless Access Device from the Active Alerts immediately in the event your registered device becomes lost or stolen or is no longer in use by you. Examples of when the Bank may terminate the Debit Card Agreement without prior notice include but are not limited to the following:

- You or any authorized user of your debit card or PIN breach this or any other agreement with the Bank;
- There are conflicting claims to the funds in your primary account;
- The Bank has reason to believe that there has been unauthorized use of your debit card or PIN;

- The Bank considers your account as high risk for the Bank's business;
- The Bank notifies you or any other party to your account that your account is cancelled or it will cancel; or
- The primary account becomes overdrawn for any reason.

You may cancel/terminate your debit card at any time, with or without cause, by returning your debit card to us. The Bank will suspend your debit card privileges on your account the first (1st) business day after the Bank receives such notice. If you ask the Bank to cancel your primary account or the use of your Debit Card, or if the Bank cancels your account or electronic funds transfer service or the use of Debit Card, cancellation will not affect any liability you may have for any previous transaction and for subsequent authorized transaction performed by any other party to your account. Your debit card remains the property of Farmers & Merchants Bank of Long Beach.

FEES FOR "ALERTS"

At this time, we do not charge for Active Alerts; however, your Wireless Access Device carrier(s) may charge you fees related to this service. We do reserve the right to charge fees for the Active Alerts at a future time, and you agree to pay for the Active Alerts in accordance with our then current Schedule of Fees, as amended from time to time. You authorize us to automatically charge any one of your accounts for all such fees incurred in connection with the Active Alerts.

COMPATIBILITY

At this time, the Active Alerts text messages are specific to U.S. carriers only and does not include international service. Additional U.S. carriers may be added, and existing US carriers may be deleted at any time without notice.

TEXT MESSAGE SECURITY

Alert notifications are not encrypted; we will never include your passcode or full account number. However, Active Alerts may include the name and some information about the account associated with your Debit Card. You assume all responsibility for the secure receipt of the text messages and acknowledge that these Active Alerts are not sent through a secure channel and may be intercepted or read by others.

LIMITATIONS FOR ALERTS

The availability, timeliness and proper functioning of the Active Alerts depends on many factors, including your Wireless Access Device location, wireless network availability and signal strength and the proper functioning and configuration of hardware, software and your Wireless Access Devices. As a result, receipt of Active Alerts may be delayed or prevented by factor(s) affecting your Internet service provider(s), phone operator(s) and other relevant entities. We guarantee neither the delivery nor the accuracy of the contents of any Active Alerts. We will not be liable for losses or damages arising from: (1) non-delivery, delayed delivery or wrong delivery of any

Active Alerts; (2) inaccurate content in Active Alerts; or (3) your use or reliance on the contents of any Active Alerts for any purposes. You acknowledge that urgent Active Alerts may not be timely received and that neither your wireless carrier nor we guarantees that alerts will be delivered. We reserve the right to terminate any request from you, for any Active Alerts, at any time.

Text messages may only be sent via participating U.S. carriers and will only be receivable while the Wireless Access Device is in the U.S. Neither we nor any of our service providers warrants that the Active Alerts will operate without interruption, and neither we nor our service providers shall be liable for any loss or damage caused by any unavailability of the Active Alerts, including service interruptions, delays or loss of personalized settings. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Wireless Access Device or network that you utilize to access the Active Alerts.

RELATIONSHIP TO THIRD PARTIES

You agree that, when you use Active Alerts, you remain subject to the terms and condition of your existing agreements with any unaffiliated service providers, including, but not limited to, your Internet and/or mobile service providers. You understand that those agreements may provide for fees, limitations and restrictions that might affect your use of the Active Alerts (such as data usage or text messaging charges imposed on you), and you agree to be solely responsible for all such fees, limitations and restrictions. You also agree that only your Internet and/or mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems pertaining to your Wireless Access Device, Internet or mobile services with your providers directly.

THIRD-PARTY PRIVACY

We may arrange for the Active Alerts, including applicable software, to be performed and provided by a third party ("Provider"). The Provider may have privacy and security policies and procedures that are different from ours.

To view Farmers & Merchants Bank of Long Beach's Privacy Policy, go to www.fmb.com/privacy. The Active Alerts will never ask you to text your account number, personal identification (such as your social security number or date of birth) or other personal information.

QUESTIONS You can contact us at 1-562-344-2346, Monday through Saturday between 7:00 am PT. and 9:00 pm PT. and on Sundays between 8:00 am PT. and 5:00 pm PT or by texting "HELP" to 42831 from your Wireless Access Device.