

CARDHOLDER TERMS OF SERVICE

The following are possible terms and conditions relating to the *Verified by Visa* service, and are provided to Visa Members to assist Members in drafting the respective Member's terms and conditions to be included in its cardholder agreement and/or supplemental agreement for the *Verified by Visa* service. This document does not constitute legal advice to Members or any other party from Visa or its counsel. Visa makes no representation or warranty regarding the effect of this language under federal law or the laws of any state. The following may not represent a complete list of terms and conditions or content necessary or advisable for the Member's particular needs. These provisions would affect the Member's legal rights and responsibilities and should be reviewed with the Member's legal counsel. Each Member must make its own legal and business judgment regarding the terms and conditions it chooses to use.

***Verified by Visa* Terms of Service**

Welcome and thank you for choosing to use the *Verified by Visa* service (*Verified by Visa*) from FMS Bank. Please read this Terms of Service Agreement carefully before using *Verified by Visa*. In this Agreement, we, us, or our, refers to FMS Bank, and you, your, or yours refers to the user of *Verified by Visa*.

This Terms of Service Agreement supplements and is incorporated in our cardholder agreement(s) with you. In addition to this Terms of Service Agreement, *Verified by Visa* also is subject to the cardholder agreement governing the card transactions for which *Verified by Visa* is used.

1. ACCEPTANCE OF TERMS

- a. *Verified by Visa* provides its service to you, subject to the following Terms of Service (TOS) and our cardholder agreement with you governing the card transactions for which *Verified by Visa* is used. The TOS may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at <http://www.fmsbank.com>. In addition, when using *Verified by Visa*, you shall be subject to any posted guidelines or rules applicable to *Verified by Visa* that may be posted from time to time at the same web site.
- b. You agree that creation of a *Verified by Visa* account password, and/or use of *Verified by Visa*, will represent your acceptance of this TOS and that continued use of *Verified by Visa* after you have been advised of revisions to this TOS shall constitute your agreement to such revised terms and any applicable posted guidelines or rules.
- c. Unless explicitly stated otherwise, any new features that augment, enhance or otherwise change *Verified by Visa* shall be subject to this TOS.
- d. FMS Bank reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, *Verified by Visa* (or any part thereof) with or without notice.
- e. Upon our request, you agree to sign a non-electronic version of this TOS.

2. DESCRIPTION OF *VERIFIED BY VISA*

Verified by Visa provides you with a way of increasing security in online and other transactions for which *Verified by Visa* is used by reducing the chances of fraud for those transactions. Registering for *Verified by Visa* involves providing personal information to us, which is then used to confirm your identity in connection with future online transactions or other transactions for which *Verified by Visa* is used, as discussed in more detail in Section 5 below. *Verified by Visa* also may be used for record keeping and reporting purposes, as well as to help resolve any transaction disputes. Your Registration Data, as defined in Section 3(b), and other personal information is not shared with the merchant, as discussed in more detail in Section 6 below.

3. YOUR REGISTRATION OBLIGATIONS

- a. By signing up for *Verified by Visa*, you authorize us to retain certain information about you, your credit cards and debit cards. You authorize us to obtain from certain third parties selected by us, including consumer credit bureaus and other consumer reporting agencies, information about you, your credit cards and debit cards, to use in connection with *Verified by Visa*. You authorize us to use and retain this information in accordance with our Privacy Policy (see Section 6 below). Your information will be associated with a unique identifier for you (your credit card or debit card number and your name).
- b. You agree to (i) provide true, accurate, current and complete information about yourself as prompted by *Verified by Visa's* registration form (Registration Data), and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any Registration Data that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that your Registration Data is untrue, inaccurate, not current or incomplete, we have the right to suspend, terminate, or refuse your current or future use of *Verified by Visa*.

4. REGISTRATION

- a. In order to use *Verified by Visa*, you must provide certain information to us that allow us to validate your identity and verify that you are the owner of or an authorized user of the specified credit card(s) or debit card(s). The information that you provide may be validated against information we already have on file that is associated with you, your credit card(s) or debit card(s), information we receive from one or more third parties, or information maintained by a third party.
- b. If you are unable to provide adequate information for us to validate your identity, we have the right to not allow you to register for *Verified by Visa*. You warrant that the information is correct and that you have the legal right to use all of the credit cards and debit cards that you register for *Verified by Visa*.
- c. If you do not successfully register for *Verified by Visa*, the merchant may not accept your Visa credit card or debit card in payment for an e-commerce or other transaction subject to *Verified by Visa*.
- d. In order to use *Verified by Visa*, you must have the ability to access the World Wide Web and must pay any service fees associated with such access. In addition, you must have the equipment necessary to make such a connection to the World Wide Web, including a computer and modem or other access device.

- e. In the event you have a question regarding the *Verified by Visa* registration process or a transaction using *Verified by Visa*, you should direct that question to our customer service department at 970-867-3319.
5. AUTHENTICATION
- a. During registration in *Verified by Visa*, you may be asked to select or may be provided a password and hint-and-response question and answer. When engaging in an online transaction or other transaction for which *Verified by Visa* is used, you may be asked for your *Verified by Visa* password or hint response before the merchant accepts your Visa card in payment for the transaction. If you are unable to provide your *Verified by Visa* password or hint response, or if the authentication through *Verified by Visa* otherwise fails, the merchant may not accept your Visa credit card or debit card in payment for that transaction.
 - b. By registering in *Verified by Visa*, you assent to the use of *Verified by Visa* to evidence your identity, including for purposes of authorization of transactions authorized in advance to recur at substantially regular intervals.
6. PRIVACY POLICY
- a. *Verified by Visa* stores your Registration Data. Your Registration Data will not be shared with online retail merchants or merchants in other transactions for which *Verified by Visa* is used.
 - b. You acknowledge and agree that *Verified by Visa* may keep your Registration Data and also may disclose your Registration Data if required to do so by Applicable Law, as defined in Section 8(a)(ix), in the good faith belief that such preservation or disclosure is permitted by Applicable Law, or as reasonably necessary to (i) comply with legal process or (ii) enforce this TOS.
 - c. Registration Data and all personally identifying information about you is subject to our Privacy Policy. For more information, please see our full Privacy Policy at <http://www.fmsbank.com>.
7. CARDHOLDER PASSWORD AND SECURITY

You are solely responsible for maintaining the confidentiality of your password, Registration Data and other verification information established by you with *Verified by Visa*, and all activities that occur using your password, Registration Data or other verification information supplied to or established by you with *Verified by Visa*. You agree not to transfer or sell your use of, or access to, *Verified by Visa* to any third party. You agree to immediately notify *Verified by Visa* at <https://usa.visa.com/personal/security/vbv/index.jsp> of a lost or stolen card and you agree to immediately notify us by contacting us as we require in our cardholder agreement with you for a lost or stolen card at 970-867-3319 or 1-800-528-2273 of any unauthorized use of your password or other verification information, or any other breach of security. You acknowledge and agree that, except as otherwise provided by Applicable Law or in our cardholder agreement with you, FMS Bank shall not be liable for any loss or damage arising from your failure to comply with this TOS.

8. YOUR CONDUCT
- a. You agree not to:
 - i. impersonate any person or entity using *Verified by Visa*;

- ii. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by *Verified by Visa*;
- iii. spam or flood the *Verified by Visa* Website or service;
- iv. modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the *Verified by Visa* Website or service or the software used in connection with *Verified by Visa*;
- v. remove any copyright, trademark, or other proprietary rights notices contained in *Verified by Visa*;
- vi. frame or mirror any part of the *Verified by Visa* Website or service without Visa's prior written authorization;
- vii. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, data mine, or in any way reproduce or circumvent the navigational structure or presentation of the *Verified by Visa* Website or service or its contents;
- viii. otherwise interfere with, or disrupt, *Verified by Visa* or servers or networks connected to *Verified by Visa*, or violate this TOS or any requirements, procedures, policies or regulations of *Verified by Visa* or of any networks connected to *Verified by Visa*; or
- ix. intentionally or unintentionally violate any applicable local, state, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established by Visa (all of which shall constitute Applicable Law) in connection with your use of *Verified by Visa*.

9. LIABILITY

- a. You agree that FMS Bank shall not be liable to you or to any third party for any modification, suspension or discontinuance of *Verified by Visa*. We will pay any direct out-of-pocket expenses that you may incur in using *Verified by Visa* due to:
 - i. negligence or intentional misconduct by us, our employees or agents;
 - ii. an attack by others on the systems we use to provide *Verified by Visa*; or
 - iii. any error in, or failure of, *Verified by Visa*.
- b. Under no circumstances will we be liable for consequential, incidental, special or indirect losses or other damages, such as any damage to your computer or telephone service resulting from your use of *Verified by Visa*.
- c. FMS Bank assumes no responsibility for, and will not be liable for, any damages to, or any viruses which may affect, your computer equipment or other property on account of your access to, use of, or downloading from, this Web site.

10. DEALINGS WITH MERCHANTS

Your correspondence or business dealings with, or participation in promotions of, online retail or other merchants on or through *Verified by Visa*, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such merchant. You agree that, except as otherwise provided by Applicable Law or in our cardholder agreement with you, FMS Bank shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. You understand that use of

Verified by Visa does not, in any way, indicate that we recommend or endorse any merchant, regardless of whether the merchant participates in *Verified by Visa*. For example, *Verified by Visa* does not verify the identity of the merchant or the quality of the merchant's goods or services.

11. DISCLAIMER OF WARRANTIES

- a. You expressly understand and agree that any software obtained through the use of *Verified by Visa* is downloaded and used at your own discretion and risk and that except as otherwise provided in this TOS Agreement, you will be solely responsible for any damage to your computer system or loss of data that results from the download or use of any such software or other materials through *Verified by Visa*.
- b. EXCEPT AS OTHERWISE REQUIRED BY ANY APPLICABLE STATE LAW, FMS BANK MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT *VERIFIED BY VISA* OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

12. NOTICE

Notices to you may be made via either email or regular mail to any address in your Registration Data or other information that you have provided to us in connection with any of your accounts with us, or your credit cards or debit cards issued or otherwise provided by us. You also may be notified of changes to this TOS or other matters by notices displayed on or links to notices displayed on <http://www.fmsbank.com>.

13. AGE AND RESPONSIBILITY

You represent that you are of sufficient legal age to use *Verified by Visa* and to create binding legal obligations for any liability you may incur as a result of the use of *Verified by Visa*. Except as otherwise provided by Applicable Law or in our cardholder agreement with you, you understand that you are financially responsible for all uses of *Verified by Visa* by you and those authorized by you to use your Registration Data, your password or other verification information.