

PLEASE CAREFULLY REVIEW THE FOLLOWING TERMS AND CONDITIONS BEFORE REGISTERING FOR AND USING THE F&M CARD ALERTS PROGRAM, "CARD ALERTS". BY REGISTERING FOR AND USING THE CARD ALERTS YOU ARE AGREEING TO THESE TERMS & CONDITIONS.

CREDIT CARD ALERTS MANAGEMENT

Card Alerts is a service, where you may receive multiple messages, via text message(s) or email message(s), the frequency and availability of which will depend on the Card account(s) and activity as well as the preferences you have setup for Card Alerts. By registering your email address(es) and/or your Wireless phone number(s), you will also be automatically enrolling in the Bank's Fraud Alert service ("Fraud Alerts") that will alert you of potential fraud based on transactions associated with your Credit Card.

Once you have registered for Card Alerts, you have the option of setting up the various alerts you requested to be notified. For example, Card Alerts may include information about payments, online spending, phone or mail charges; international purchases and transactions made outside of a specific time of day; and to alert you about a declined transactions; purchases made with certain merchants, past-due amounts and fraud protection among other options. Card Alerts can also be used to remind you to make a Credit Card payment and to notify you in the event you are close to your allowable maximum credit limit. All Payment Alerts such as, payment reminders, payment past due and payment posted are sent between 8 am and 10 am Central Time. All other alert notifications are sent shortly after the transaction has been completed. You can opt in to receive Card Alerts via text message and email by enrolling online and providing a phone number for your wireless access device ("Wireless Access Device") and an email address.

You can receive Card 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 Card Alerts via Text Alerts, you acknowledge that such messages will be sent automatically via text message to your Wireless Access Device. You assume all responsibility for the receipt of the text messages and acknowledge that these Card Alert Services are not sent through a secure channel and may be intercepted or read by others.

If you have more than one Credit Card that you would like to receive Card Alerts, you must enroll each Credit Card separately.

YOUR INFORMATION

You are responsible to input accurate information to set up the Card Alerts. The Card Alerts do not replace standard communications you receive from us concerning your accounts. In addition, communications under the Card 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 Card Alerts profile with changes to your Destinations, email address(es), telephone number(s) and/or number(s) for your Wireless Access Device(s).

FRAUD ALERT NOTIFICATION

Once a notification of potential fraud has been sent to your enrolled Destination(s) you should reply following the instructions on the message. 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 Credit Card until confirmation is obtained from you.

CREATE, MODIFY, AND STOP CARD ALERTS

- Via website: Log in to the Credit 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.

You can add, edit or delete individual Card Alerts. You can also update your Destinations by selecting the option Edit under "Manage Destinations".

- Via text message: To stop receiving Card Alerts (including Fraud Alert notifications) via text message: Text the word "STOP" to 69319 and an opt-out confirmation of your request will be sent via text message. Thereafter, no future text messages will be sent to your Wireless Access Device(s).

If you decide you no longer want to have Card Alerts you can delete them through the website or you can contact us at (562)344-2356, 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 have them deleted. Please note that we will continue to notify you via telephone if we detect any unusual activity that we have determined to be potentially fraudulent even if you had requested to stop receiving text and email Card Alerts.

You may reenroll for Card Alerts at any time by visiting www.fmb.com/alerts, registering your card, and reviewing and agreeing to the Terms of Conditions.

Generally, you agree to terminate Card Alerts or disable your requested Wireless Access Device from the Card Alerts Service immediately in the event your registered device becomes lost or stolen or is no longer in use by you.

COMPATIBILITY

At this time, the Card 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, Card Alerts may include the name and some information about the account associated with your Card. You assume all responsibility for the secure receipt of the text messages and acknowledge that these Card Alerts are not sent through a secure channel and may be intercepted or read by others.

LIMITATIONS FOR CARD ALERTS

The availability, timeliness and proper functioning of the Card 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 Card 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 Card Alerts. We will not be liable for losses or damages arising from: (1) non-delivery, delayed delivery or wrong delivery of any Card Alerts; (2) inaccurate content in Card Alerts; or (3) your use or reliance on the contents of any Card Alerts for any purposes. You acknowledge that urgent Card Alerts may not be timely received and that neither your wireless carrier nor we guarantees that the notifications will be delivered. We reserve the right to terminate any request from you, for any Card 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 Card 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 Card 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 Card Alerts.

RELATIONSHIP TO THIRD PARTIES

You agree that, when you use Card 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 Card 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.

Proprietary Rights. You acknowledge and agree that the software and content used by us in the operation of our website and provision of the Alert Services, and the copyright patent, trademark, trade secret and all other rights in and to the technology, software, content, designs, graphics, and trademarks included by us and as part of the Card Alerts and our name and product names and the website's URL (collectively, by the "Intellectual Property"), are owned by us and our licensors. As such, you will not gain any ownership or other right, title or interest in or to such Intellectual Property by reason of the Alert service, or otherwise. You may not use, reproduce, duplicate, copy or distribute the content found at our website or provided by the Card Alerts. You agree to comply with the terms of any license agreement made available to you through the Card Alerts.

THE ALERT SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS.

THIRD-PARTY PRIVACY

We may arrange for the Card 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. Card Alert Services 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 (562)344-2356, Monday through Friday 7:00 am to 9:00 pm, Saturdays 8:00 am to 9:00 pm, and on Sundays 8:00 am to 5:00 pm (Pacific Time) or by texting "HELP" to 69319 from your Wireless Access Device.