



# FARMERS TRUST & SAVINGS BANK

West Side • Williamsburg Square • (319) 668-2525 • Member FDIC  
Time, Temperature & Weather: 668-2255 • [www.ftsbia.com](http://www.ftsbia.com)



## ID THEFT SMART SERVICE TERMS AND CONDITIONS

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**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 a 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, non-infringement, non-interference 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 delivery, or the misdirected delivery of an alert, update or other information, inaccurate or incomplete information is an alert, update or other information, or your reliance on or use of any alert, update or other information. We assume no responsibility for the timeliness, deletion, miss-delivery or failure to store any user communication or personalization settings. ID TheftSmart is not a credit counseling service and does not promise to help you obtain loans or improve your credit record, history or rating. You are solely responsible for any reliance by you on the service or other use you make of the service. The terms of this section shall survive any termination, cancellation, or expiration of this agreement.

**Limitation of Liability.** In no event may we, or any licensor or third-party provider of any component of the service or of any information delivered as part of the service, be liable for any consequential, indirect, special, exemplary, punitive or similar damages arising from 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 foregoing limitations shall be applied to the maximum extent permitted by law.

**Miscellaneous Provisions.** These terms are governed by the laws of the state of Iowa, 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 the ID TheftSmart Restoration service is \$1.95 per month per household. A household is defined as anyone who is related to the primary member enrolled and has the same permanent address as that primary member. The monthly cost for the ID TheftSmart Credit Monitoring service is \$4.95 per month per person. You agree to pay such charges and authorize Farmers Trust & Savings 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 by writing us at: Farmers Trust & Savings Bank, 510 Elm Street, P.O. Box 90, Williamsburg, IA 52361

Farmers Trust & Savings Bank may terminate or suspend this Service to you at any time, due to non-payment or if the account charged for the service is closed.

**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](http://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 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](http://www.ftc.gov)

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