

TERMS AND CONDITIONS OF YOUR ACCOUNT

Agreement. These Terms and Conditions of Your Account (Terms), along with any other documents provided to you regarding your Account, establish the terms and conditions governing any deposit Account (Account) that you have with us. Please read these Terms carefully and retain it for your records. So long as you maintain an Account with the Bank, you agree to these rules. These Terms govern the operation of the Account unless varied or supplemented in writing. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so that the singular includes the plural and the plural includes the singular. As used in the Terms, the words "Bank," "we," "our," or "us" mean The State Bank and the words "you" or "your" mean the Account holder(s) reflected on the signature card. Accounts with us may not be transferred or assigned without our written consent. We may permit some variations from their Terms, but any such variations must be agreed to in writing either on our signature card for the Account or in some other written form not including the back of the periodic statement.

Amendments and Termination. From time to time we may amend any provision of the Terms upon giving you reasonable notice. We may also close the Account at any time upon reasonable notice to you and tender the Account balance personally or by mail. We retain the right to close your Account immediately for reasons of fraud. This includes any activity in or through the Account that is considered illegal in our sole judgment. Notice from us to any one of you is notice to all of you.

Liability. Each of you agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the Terms and the schedule of charges that may be imposed. You authorize us to deduct these charges as accrued directly from any Account balance you maintain with us. You also agree to pay additional reasonable charges we may impose for services you request which are not contemplated by these Terms.

Each of you also agrees to be jointly and severally liable for any Account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from an Account you hold at the Bank, and the costs we incur to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees and costs. Each of you agree to be jointly and severally liable for any Account shortage resulting from charges or overdrafts, whether caused by you or another person that you provided access to the Account. Any amount owed to us, is due immediately.

You agree to assume all liability for checks you create on behalf of the payor (remotely created checks) if said checks are returned as unauthorized.

You are liable to reimburse us for any attorneys' fees, costs, or other expenses we incur as a result of collection or dispute involving your Account. This includes, for example, disputes between you and another joint owner, authorized signer, or third party claiming an interest in your Account. This also includes any action by any party on the Account that requires us to seek advice of counsel. We may deduct these

fees and costs directly from your Account immediately once incurred.

Even if your Account is closed, you will remain liable for any transactions that post to your Account after the closing of the Account. You understand that some recurring debit transactions that you authorize with third parties may not be returned by the Bank even after the Account is closed or even if it results in an overdraft to your Account. It is your responsibility to contact all third parties to terminate your consent prior to closing the Account, or leave sufficient funds on Account to cover recurring debits (or other charges to your Account) that will post after closing of the Account.

Ownership of Account and Beneficiary Designation. These Terms apply to your Account depending on the form of ownership and beneficiary designation, if any specified on the Account records. *Individual Account* - is owned by one person. *Joint Account - With Survivorship (And Not As Tenants In Common)* - is owned by two or more persons. Each of you intends that upon your death the balance in the Account (subject to any previous pledge to which you have consented) will belong to the survivor(s). If two or more of you survive, you will own the balance in the Account as joint tenants with survivorship and not as tenants in common. *Corporate, Partnership, and other Organizational Accounts* - We will usually require a separate authorization form designating the person permitted and conditions required for withdrawal from any Account in the name of a legal entity such as a partnership, corporation, or other organization. We will honor such authorization according to its terms until it is amended or terminated in writing by the governing body of such organization. *All Accounts* it is agreed that we can investigate your creditworthiness, credit history, and financial responsibility through any credit bureau or by any other reasonable means for consideration for the Account(s) opened and during the Account relationship if the matter warrants it.

For Individual and Joint Accounts, you may select beneficiary or payable death designations (beneficiary) as reflected on the signature card. You may change the beneficiary designation until your death. We may require documentation from all joint Account holders to change a beneficiary designation. Once all Account owners have passed, the beneficiary will become the Account holder and subject to these Terms.

Authorized Signers. An authorized signer is someone to whom you give all rights you have now or in the future to make withdrawals and deposits. Merely by designating an authorized signer you do not intend to give any ownership rights in the Account. We may honor any requests made by an authorized signer until the authorized signer is removed from the Account by you, in writing and we have had the opportunity to act.

Facsimile Signatures. You authorize us, at any time, to charge you for all checks, drafts, or other orders for the payment of money that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen that we have on file and contain the required number of signatures for this purpose. We retain the right to deny payment of any and all item(s) that a facsimile signature is affixed, even if that signature matches those on record if we do not have a sample of that facsimile signature in our records.

Temporary Account. Only person(s) who sign a signature card that identifies the Account, (except as indicated to the contrary on the Account records) may transact business on the Account. However, we may at some time in the future restrict or prohibit further use of the Account if you fail to comply with the requirements we have imposed within a reasonable time.

Deposits. Each authorized signer authorizes any person to endorse any item payable to you or your order for deposit to the Account or any other transaction with us. Any items, other than cash, accepted for deposit (including items drawn "on us") will be given provisional credit only until collection is final (and actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars). Subject to any other limitations, interest will be paid only on collected funds, unless otherwise provided by law. We are not responsible for the transactions initiated by mail or outside depository until we actually record them. All transactions received after our "daily cut-off time" on a business day we are open, or received on a day in which we are not open for business, will be treated and recorded as if initiated on the next following business day that we are open.

Direct Deposits. If in connection with a direct deposit plan, we deposit any amount in the Account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the Account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

Withdrawals and Overdrafts. Unless otherwise clearly indicated on the Account records, any authorized signers, may withdraw or transfer all or any part of the Account balance at any time in any method or on forms approved by us. In the event we decide to pay an item, which overdraws the Account, you agree that immediate payment is due upon notice of non-sufficient funds, unless otherwise agreed upon by both you and us. We may charge against your Account an item, even though payment was made before the date of the check, unless you have given us a stop payment order on that item. An overdraft fee will be charged to your Account if an item is paid that overdraws your Account in accordance with the Fee Schedule. If multiple items overdraw your account on the same day, each item will be assessed an overdraft fee or return item fee as disclosed in the Fee Schedule. If an item is represented and once again is returned or results in an overdraft because the Ledger Balance is insufficient to cover the item, the Bank will either charge an overdraft or return item fee at the time of the representment. Because we may charge a fee each time an item is presented, we may charge you more than one fee for any given item. The Ledger Balance is the full amount of all deposits to your Account as well as payment transactions that have been posted to your Account. It does not reflect checks you have written that are still outstanding or transactions that have been authorized but are still pending. The fact that we may honor a withdrawal request, which overdraws your Ledger Balance, does not obligate us to do so unless required by law. Withdrawals will first be made from collected funds, and we may, unless prohibited by law or our written policy, refuse any withdrawal request against uncollected funds, even if our

general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request that is attempted by any method not specifically permitted, is for an amount less than any minimum withdrawal requirement, or which exceeds any frequency limitation. Even if we honor a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force us to close the Account. We will use the date a transaction is completed by us (as opposed to the day you initiate it) to apply the frequency limitations. We may properly pay and charge your Account for a postdated check even though payment was made before the date of the check unless we have received written notice of the postdating in sufficient time to have a reasonable opportunity to act and you have provided sufficient information to identify the item. On interest-bearing Accounts other than time deposits, we reserve the right to require at least seven days' written notice before any withdrawal or transfer. Withdrawals from a time deposit prior to maturity or prior to the expiration of any notice period may be restricted and may be subject to penalty. See your notice of penalties for early withdrawal contained in your account opening disclosures. See also your Funds Availability Notice for our funds availability provisions and when you may withdraw funds you deposit.

Unauthorized Withdrawals. You have a duty to examine your statement with "reasonable promptness." If you discover, or reasonably should have discovered, any unauthorized signatures or alterations, you must notify us immediately. If you fail to promptly notify us of the facts, you will have to either share the loss with us or bear the loss entirely yourself (depending on whether we used reasonable care). This liability applies to any unauthorized signatures or alterations by the same wrongdoer. *Consumer Accounts* – If you do not notify us of an unauthorized signature or alteration within a reasonable time (not to exceed 7 days) after we send or make available to you your statement or item(s): (1) you cannot assert the unauthorized signature or alteration against us, even if we are unable to show a loss due to your failure, and (2) you cannot assert any unauthorized signatures or alterations by the same wrongdoer on items paid by us after the reasonable time mentioned above elapses, but before we receive your notice. You must report any other problem (e.g., erroneous statement or passbook entry, missing signature, unauthorized signer, etc.) within the 7-day period or lose your right to assert the problem against us. The timeframe is extended to one year, for remotely created checks only. A withdrawal will not be considered unauthorized if you voluntarily gave out your Account number. You must notify the company that received your information, in order to dispute any debit(s) to your Account. In addition to your duty to review your statements for unauthorized signatures, alterations, and forgeries, you agree to examine your statement with reasonable promptness for any other error – such as encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this period shall not exceed 7 days. Failure to examine your statement and items and report any errors to us within 7 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us, the loss will be entirely yours. *Business Accounts* - If you do not notify us of an unauthorized signature or

alteration within a reasonable time (not to exceed 7 days) after the earlier of 1) when the item is posted to online banking, if you have enrolled in the service; or 2) send or make available to you your statement or item(s): (a) you cannot assert the unauthorized signature or alteration against us, even if we are unable to show a loss due to your failure, and (b) you cannot assert any unauthorized signatures or alterations by the same wrongdoer on items paid by us after the reasonable time mentioned above elapses, but before we receive your notice. You must report any other problem (e.g., erroneous statement or passbook entry, missing signature, unauthorized signer, etc.) within the 7-day period discussed above or lose your right to assert the problem against us. The timeframe is extended to one year, for remotely created checks only. A withdrawal will not be considered unauthorized if you voluntarily gave out your Account number. You must notify the company that received your information, in order to dispute any debit(s) to your Account. Further, if we offer Positive Pay or a similar fraud detection service and you refuse to implement the service, the 7 day period discussed above is reduced to noon the next business day from when the item is posted in online banking. If you fail to notify the Bank within by noon the next business day, you will not be able to claim that the item was unauthorized, altered, forged, or contains any other error.

Errors Relating to Electronic Funds Transfers or Substitute Checks. *For Consumer Accounts Only:* For information on errors relating to electronic fund transfers, refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

Purchase of Checks. If you do not purchase your check blanks from us, or an approved vendor, we must approve the blanks you purchase. We may refuse any withdrawal or transfer you attempt on forms not approved by us or by any method we do not specifically permit. Even if we honor a nonconforming request, we are not required to do so later.

Check Cashing. We may charge a fee for anyone that does not have an Account with us who is cashing a check, draft, or other instrument written on your Account. We may also require reasonable identification to cash such an item. We decide what reasonable identification is in our own discretion is.

Temporary Debit Authorization. On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more than the actual amount of your purchase (which we cannot determine). This temporary hold, and the amount charged to your Account, will eventually be adjusted to reflect the actual amount of your purchase. This may take up to three (3) business days. Until the adjustment is made, the amount of funds in your Account available for other transactions will be reduced by the temporary hold. If another transaction is presented for payment in amount greater than remaining in the Account after the temporary hold, that transaction will be a nonsufficient funds transaction (NSF) and may not be paid. You will be responsible for any fees charged by the Bank for processing an NSF item.

For example, you have \$100 in your account. You use your debit card to purchase gas at the gas pump. The gas station will put place a hold on your account for a specified amount, which may or may be the total amount of gas purchased. Let's say that amount is \$50. You end up putting \$40 of gas into your vehicle. Our system will show that you have \$50 in your account (\$100 - \$50=\$50) even though you would have \$60 in your account if the pending charge equaled the amount of gas actually purchased. Later, a check you have authorized is presented for payment in the amount of \$60. This is presented *before* the adjustment is made by the gas station. Because the transaction is more than your ledger balance of \$50, your account will be overdrawn by \$10, and you will be charged the overdraft fee in accordance with our overdraft policy. This will be charged regardless of the fact that the charge is *later* adjusted to an amount that have resulted in sufficient funds being in your account at the time the \$60 item was presented.

Preauthorized Debits. A preauthorized debit is one that you have set up on a recurring basis. If your account is closed for any reason, by you or us, you agree to cancel all preauthorized debits. If a preauthorized debit is presented after closure of your account, you remain liable for the amount. If we must take action to recover the amount of the preauthorized debit, you will be liable for our attorney fees and costs in doing so.

Multiple Signatures, Electronic Check Conversion. In some instances, a check or similar item may be converted into an electronic fund transfer as defined by law. In these types of transactions, the check or similar item is either removed from circulation or given back to you. As a result, we have no opportunity to review the check for signatures on the item. Thus, the Bank does not permit a requirement for multiple signatures on items drawn off the Account. You agree that we have no liability for these items if an item is missing any required signature.

Truncation, Substitute Checks, and Other Check Images. If you truncate an original check and create a substitute check, or other paper or electronic image of an original check, you warrant that no one will be asked to make payment on the original check, a substitute check, or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You warrant that any substitute check you create conforms to the legal requirements and generally accepted specification for substitute checks. You agree to retain the original check in conformance with any requirements we may set. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept any substitute check. If we are presented with an item that is defined by law as a "substitute check," and we pay such an item, you agree that payment is authorized.

Telephone Transactions. A telephone transfer of funds from your Account to another Account owned by you or another person, may be made by anyone who has the ability to make withdrawals on the Account. We may restrict the volume and amount of telephone transactions that may be conducted.

ACH & Wire Transfers. These Terms are subject to Article 4A of the Uniform Commercial Code (UCC) in the state of Michigan and the Electronic Funds Transfer Act (EFTA). If you originate a fund transfer for which the Federal Reserve wire service is used and you identify by name and number a

beneficiary financial institution, an intermediary financial institution may rely on the identifying number only to make payment. We may rely on the number even if it identifies a financial institution, person, or Account other than the one named. You agree to be bound by Automated Clearing House (ACH) Association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank, or payment is otherwise made as provided in the UCC and the EFTA. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your Account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to any Account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit. Debit cards and other electronic devices offered by us to access your Account or funds are property of the bank and may be revoked at any time warranted to protect the bank from loss.

Stop-Payments. A stop-payment order must be given in the manner and form required by us, must be received in time to give us a reasonable opportunity to act on it, and must precisely identify the exact method the item will be presented (check, ACH, etc.). Actual items must contain a check number, date written, and amount of the item for the stop-payment to be put into effect. We will honor a stop-payment request by the person who authorized the particular item or by a joint owner. Only the person who initiated the stop-payment may make a release of the stop-payment request. Stop-payment orders for checks are valid for 14 days unless we receive written confirmation from you. If written confirmation is received, the stop-payment order is valid for 6 months from the date of request. We reserve the right to take up to 48 business hours to place a stop-payment once received in the event the stop-payment was mailed, faxed or e-mailed. Consumer Accounts with an ACH stop payment request can be authorized for one time stop-payment (30 days or first presentment) or revocation which stops all future ACH payments.

Restrictive Legends. We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in a writing signed by an officer of the bank. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

Set-Off. You each agree that we may (without prior notice and when permitted by law) set off the funds in any Account you have at the Bank against any due and payable debt owed to us now or in the future by you or any joint Account holder to the extent permitted by law. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. This right of set-off does not apply to this Account if: (a) it is an Individual Retirement Account or other tax-deferred retirement Account, or (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any item when the dishonor occurs because we set off a debt against this Account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

Disputes. You agree to waive any right to a jury trial to the extent permitted by law.

Severability. If any provision of these Terms shall be held or made invalid by a court, statute, rule, or otherwise, the remainder of this Agreement shall not be affected thereby.

UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT (UIGEA) of 2006

The UIGEA signed into law in 2006, prohibits any person engaged in the business of betting or wagering (as defined in the Act) from knowingly accepting payments in connection with the participation of another person in unlawful internet gambling. The Dept. of Treasury and the Federal Reserve Board have issued a joint final rule, Regulation GG, to implement this Act.

As Defined in Regulation GG, unlawful Internet gambling means to "place, receive or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made."

As a customer of The State Bank, these restricted transactions are prohibited from being processed through your Account You must not use your Account for illegal transactions, for example those prohibited by the Unlawful Internet Gambling Enforcement Act 31 U.S.C. Section 5361 through Section 5367.

Check Processing. We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple endorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all Account holders.

ACH and Wire Transfers. This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your Account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or Account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment

is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your Account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an Account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

Endorsements. We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.

To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g., additional endorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, another endorsement, or information you have printed on the back of the check obscures our endorsement. These endorsement guidelines apply to both personal and business checks.

Death or Incompetence. You agree to notify us promptly if any person with a right to withdraw funds from your Account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the Account.

Fiduciary Accounts. Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This Account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an Account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

Credit Verification. You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

Security. It is your responsibility to protect the Account numbers and electronic access devices (e.g., an ATM card) we provide you for your Account(s). Do not discuss, compare, or share information about your Account number(s) with anyone unless you are willing to give them full use of your money. An Account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your Account number can also be used to electronically remove money from your Account, and payment can be made from your Account even though you did not contact us directly and order the payment. You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Monitoring and Recording Telephone Calls and Consent to Receive Communications. We may monitor or record phone calls for security reasons, and to maintain a record. You consent in advance to any such recording. We need not remind you of our recording prior to each recording.

The Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

You authorize us to contact you regarding the Account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us. You agree that this consent is compliant.

Claim of Loss. If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your Account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have

acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.