

ONLINE AND MOBILE BANKING AGREEMENT AND DISCLOSURE

This Online and Mobile Banking Agreement and Disclosure (“Agreement”) contains the terms and conditions governing your use of The State Bank’s (“Bank”) “Online Banking” and “Mobile Banking” programs (collectively the “Services”).

As used in this Agreement, “you” or “your” refers to the banking customer, its employees, agents and its authorized representatives. “We,” “us,” “our” and “Bank” refer to The State Bank and any of its agents, independent contractors, designees or assignees that Bank may involve in providing services using the Services.

IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND/OR FEES, TERMS, CONDITIONS OR RULES OF ANY FUNCTION OF THE PROGRAM, THEN YOU SHOULD IMMEDIATELY CEASE ALL USE OF THE PROGRAM AND/OR THE APPLICABLE FUNCTION.

1. **DEFINITIONS.** The following capitalized terms shall have the following meanings:

- (a) **“Account”** means a loan or deposit account that you maintain with Bank, that you designate as an account to be linked to Online Banking, and that Bank permits to be linked to Online Banking.
- (b) **“Account Agreements”** means, collectively, all agreements, disclosures, and fee schedules applicable to your Account(s) and Services, and the general Bank website terms and conditions and privacy notice.
- (c) **“Applicable Laws”** means all applicable federal, state and local laws, statutes, rules, codes, directives, regulations, orders and ordinances, as enacted and/or amended from time to time, and the NACHA Rules, to the extent applicable and as amended from time to time.
- (d) **“Available Funds”** means the total amount of the immediately available, good, and collected funds in a deposit Account as of the close of business on any Business Day, determined in accordance with the manner in which Bank generally provides credit for deposited items as set forth in the Account Agreements.
- (e) **“Bill Pay”** means Bank’s Bill Pay service which allows you to send payments to third parties from your Account.
- (f) **“Billers”** means an eBill Payee that you wish payment to be directed through Bill Pay after electronic bill delivery.
- (g) **“Business Account”** means an Account established primarily for a business purpose.
- (h) **“Business Day”** means Monday through Friday, excluding federal holidays and any holidays recognized by Bank.
- (i) **“Consumer Account”** means an Account established primarily for personal, family or household purposes.
- (j) **“Mobile Banking”** means the service offered by Bank that allows customers to access certain information regarding Accounts and the ability to conduct certain Account activity through a Mobile Device’s Internet Browser (“Mobile Browser Banking”), using the Mobile Banking Application.
- (k) **“Mobile Banking Application”** means the mobile banking application downloaded in order to use Mobile Banking. Bank reserves the right to change the Mobile Banking Application and other protocols that Bank allows for Mobile Banking at any time without prior notice.
- (l) **“Mobile Check Deposit”** means the service that allows you to make deposits to your Account(s) using compatible and supported mobile devices.

- (m) **“Mobile Device”** means a cellular telephone or similar wireless communications device (i) on which the Mobile Banking Application is installed; or (ii) that is capable of conducting Mobile Banking transactions by using other protocols Bank may choose to permit.
- (n) **“NACHA Rules”** means the National Automated Clearinghouse Association rules and guidelines governing the Automated Clearinghouse Network.
- (o) **“Online Banking”** means a Bank service that enables you and Users to access Accounts and other Services through an online portal.
- (p) **“Online Bill Payment Service”** means a service available through Online Banking that enables the initiation of payments to designated payees.
- (q) **“Person to Person”** means the “Person to Person” service which permits you to send, request, or receive money from other Person to Person participants.
- (r) **“Services”** mean services accessible through Online Banking, including the Online Bill Payment Service.
- (s) **“User”** means an individual authorized to use Online Banking.

2. **ENTIRE AGREEMENT.** This Agreement incorporates the terms and conditions of the Account Agreements. The Account Agreements and this Agreement shall, to the extent possible, be interpreted to supplement each other and avoid any conflict between them. However, in the event of a conflict between an Account Agreement and this Agreement, this Agreement shall govern with respect to the use of the Services. This Agreement constitutes the entire agreement between you and Bank with respect to the subject matter hereof and supersedes any prior agreement between you and Bank regarding the Services. Unless the section referencing a specific product offering states that it only applies to either Mobile Banking or Online Banking, the terms of that section apply regardless of the Service utilized.

3. **SYSTEM AND SOFTWARE REQUIREMENTS.**

- (a) You are responsible for the purchase, installation, maintenance, operation, upgrades, security of the software, hardware and equipment required to access and use Online Banking, including, but not limited to, a computer, web browser software, anti-virus and anti-spyware software and computer firewall. Bank is not responsible for and has no liability for: (i) any errors or issues that arise from the malfunction or failure of the software, hardware or equipment used in connection with Online Banking; or (ii) error, failure, or nonperformance of Online Banking, including the risk that you or a User do not operate the computer software properly.
- (b) You agree to use a reputable anti-virus and anti-spyware software program and to update such anti-virus and anti-spyware software on a regular basis. Bank encourages you and any Users to routinely scan your computer, any other computer used to access Online Banking, and any removable drives and diskettes, using a reliable anti-virus product to detect or remove any viruses. Undetected or un-repaired viruses may destroy programs, files and even hardware. Additionally, you or a User may unintentionally transmit the virus to other computers. Bank also encourages you to purchase and employ a reliable firewall on any computer used to access Online Banking to protect from intrusion while connected to the Internet. You are solely responsible for the proper installation, configuration, and maintenance of any intrusion detection system you or a User may employ. Bank is not responsible for and has no liability for any: (i) electronic virus or viruses; (ii) computer virus or related problems that may be associated with the use of Online Banking or the Services; or (iii) damage or any other loss directly or consequentially, which you or a User may suffer or incur by reason of your use, a User’s use, or a third party’s use of the computer or software.
- (c) You acknowledge that changes in technology, software, Bank policies and procedures, or other developments may require modifications of (or new or additional) software, hardware and equipment which you will be solely responsible for upgrading, at your sole cost and expense, if you desire to make continued use of Online Banking.
- (d) Access to Mobile Banking requires a Mobile Device with Internet access. In order to use Mobile Banking through the Mobile Banking Application, the Mobile Banking Application must be downloaded and installed on a Mobile Device. Bank’s provider and licensor may require agreement to additional terms and conditions in order to download the Mobile Banking Application and to use Mobile Banking. Bank is not responsible for any damage to a Mobile Device resulting from downloading, installing, or using the Mobile Banking Application. If you no longer want Mobile Banking to be

accessed through the Mobile Banking Application on a particular Mobile Device, the Mobile Banking Application must be deleted from that Mobile Device. The terms of this Agreement which address Mobile Banking only apply to the extent that you have downloaded and installed the Mobile Banking Application on a Mobile Device.

- (e) If you or a User obtain a different Mobile Device, the Mobile Banking Application must be downloaded and installed on that different Mobile Device under the same terms set forth in this Agreement. You agree that Mobile Banking Application will be promptly deleted from all Mobile Devices on which it was installed if this Agreement or any license granted under it or another agreement terminates for any reason. Bank reserves the right to change, add to, or terminate services with third-party Mobile Banking Application providers and licensors, to substitute different Mobile Banking Application providers, and to enter into or arrange for the provision Mobile Banking Application by other licensors and third-parties.
- (f) You are responsible for the purchase, maintenance, operation, upgrades, and security of Mobile Devices. Bank is not responsible for and has no liability for any errors or issues that arise from the malfunction or failure of a Mobile Device or any error, failure or nonperformance of Mobile Banking on a Mobile Device.
- (g) You acknowledge that changes in technology, software, Bank policies and procedures, or other developments may require modifications of (or new or additional) software, hardware and equipment which you will be solely responsible for upgrading, at your sole cost and expense, if you desire to make continued use of the Services.

4. ACCOUNTS AND ACCESS.

- (A) To use Online Banking, you must have and maintain one or more Accounts with Bank and have access to Internet service. Use of Mobile Banking requires an Account with Bank, a Mobile Device, access to Internet service and enrollment in Online Banking. Mobile Browser Banking from Bank's mobile banking URL can be accessed from a Mobile Device with a web browser that allows secure SSL traffic with 4G/LTE and greater. Mobile Banking is only available for iPhone, iPad (iOS 11.10 and newer) and Android devices (4.4 and greater). For Mobile Check Deposits, it is recommended that the camera resolution is 1600x1200 pixels. To use the Bill Payment, you must have at least one checking Account with Bank and access to the Internet service. The Services can be used to access only the Account or Accounts.
- (b) For a deposit Account, you agree to keep sufficient Available Funds in the Account to cover any transaction that is ultimately approved by Bank and any fees that are related to Online Banking or the Account. For an Account that is a loan Account, you agree to keep sufficient credit available to permit any transaction that is ultimately approved by Bank and any fee related to Online Banking without exceeding your applicable credit limit.
- (a) You agree that Users may use Online Banking to access an Account, access Account information and conduct transactions to the same extent that you may do so, and that Bank is authorized to conduct any transaction initiated through the Services using your password and login ID. You also agree that Bank is authorized to act on a User's instructions and provide Account information to a User as provided in this Agreement. You assume responsibility for each User's compliance with this Agreement.
- (b) The Bank uses multi-factor authentication to help protect your Account. You are required to create a Username and password upon your initial login to Online Banking. Your Username and password used to access Online Banking shall also be used to access Mobile Banking. See more information regarding access below.
- (c) You also agree to provide Bank with your email address. You agree to update us immediately to any change in your email address.
- (d) iTouch® and Fingerprint Login is an optional fingerprint sign-in method for Mobile Banking that may be available for certain Android® and Apple mobile devices that have a built-in fingerprint scanner. To use iTouch® or Fingerprint Login, you will need to first save your fingerprint on your mobile device (for more help with fingerprint scanning, contact the manufacturer that supports your mobile device). Apple Face ID® is an optional technology that enables your camera to capture accurate face data to identify you on your Apple device. Facial data and fingerprints are stored on your device only and the Bank never sees or stores this information. You acknowledge that by enabling iTouch, Face ID, or Fingerprint Login, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within The State Bank Mobile Banking. The State Bank reserves the right to suspend or disable these features at any time. Facial and fingerprint recognition can only be associated with one Mobile Banking username at a time on a device. If your device does not recognize your fingerprint or face, you can sign in using your standard login credentials (e.g. password). To use facial or fingerprint recognition for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable these features anytime within The State Bank Mobile Banking.

5. **FEATURES OF THE SERVICES.** You or a User can use the Services to check Account balances, view Account histories, receive Alerts, and view current Account statements. For deposit Accounts (other than a certificate of deposit account), you or a User can use the Services to transfer funds between Accounts and transfer funds from a deposit Account (other than a certificate of deposit account) to a loan Account. For a loan Account that is a line of credit, you or a User can use the Services to request a draw on the loan Account to be deposited into a deposit Account (other than a certificate of deposit account). If you have enrolled in the Bill Pay, you or a User may use the Services to pay bills from a checking Account, make Person to Person Payments, transfer money to accounts at other financial institutions, and look up ATM and branch locations. Additional features may be accessible through the Services if discussed in this Agreement or if you have executed additional agreements.

6. **ALERTS AND DEBIT CARD MANAGEMENT.**

- (a) You will automatically receive Mandatory Alerts. "Mandatory Alerts" provide you with important account notifications, such as information about changes to your Username, password, or login information. You do not have the option to suppress Mandatory Alerts.
- (b) You or a User will receive Account Alerts through the Services. You or any User may deactivate or reactivate Account Alerts. Bank may add new types of Account Alerts periodically or cease to provide certain types of Account Alerts at any time at its sole discretion.
- (c) You or a User may select Additional Alerts. Additional Alerts can be accessed from the Alert menu within Online or Mobile Banking.
- (d) You understand and agree that any alerts provided through Online Banking may be delayed or prevented for a variety of reasons. Bank attempts to provide alerts in a timely manner with accurate information. However, Bank does not guarantee the delivery or the accuracy of the content of any alert. You agree that Bank shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert, for any errors in the content of an alert, or for any actions taken or not taken by you, a User or any third party in reliance on an alert. An alert displayed to you through Online Banking constitutes notice to you.
- (e) You may also dispute transactions, turn on and off debit cards, temporarily allow you to lower your debit card limit, and report your debit card lost or stolen through Online Banking or Mobile Banking. Additional card management services may be added in the future. You must follow all system prompts for each feature to be enacted. Alerts and notifications will remain until turned off. Bank is not responsible for any error or for any actions or not taken by you in reliance on or lack of a notification or other feature discussed in this Section or provided under card management in the future.
- (f) You may stop alerts provided via Text Message. To stop Alerts via text message, text "STOP" to 96924 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 96924. In case of questions, please contact customer service at 810-629-2263. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.
- (g) Your mobile service provider may impose text or data charges or rates. Alert frequency varies by Account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary email address or mobile device number.
- (h) Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

7. CARD CONTROLS

- (a) Card Controls are only available for debit cards issued by the Bank that you register within the Services. Card Controls allow you to control how, when, and where your debit card is used. You can enable/disable a debit card for use or restrict certain types of transactions, etc.
- (b) Card Controls may enable access to the Bank and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.
- (c) Card Controls alerts and controls you set through use of the Services may continue to apply, even if you delete the Mobile Banking app or remove it from your mobile device. Please contact the Bank to discontinue the alerts and controls.
- (d) Certain Card Control functionality may not be available for all transactions. Controls and alerts based on the location of the mobile device, where the Mobile Banking app is downloaded, or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.
- (e) To the extent the Services, including the Mobile Banking App, allows you to access third party services, the Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event, will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.

8. ACCOUNT TO ACCOUNT TRANSFERS.

- (a) Through the Services, you can make transfers to and from accounts you hold at other financial institutions ("Account to Account Transfers") subject to the terms and conditions of this Agreement and of this section. You may only send Account to Account Transfers to accounts in your name at United States financial institutions (banks and credit unions).
- (b) All Account to Account Transfers must be initiated by 6:45 PM Eastern Time on a Business Day in order to process the same Business Day. However, the Account Transfer may not complete until subsequent Business Days as indicated in Online or Mobile Banking. For Account to Account Transfers initiated after this time, they will begin to process on the next Business Day.
- (c) All Account to Account Transfers will be sent via ACH in accordance with NACHA rules.
- (d) Before making an inbound or outbound Account to Account Transfer to an external account, you must verify that you have access to that account by using a security procedure of our choice. This may include instant verification or micro-deposits. Failure to validate in accordance with the Bank's requirements result in lock-out of the Services. If micro-deposits are used, once validated, the micro-deposits will offset with deposits in the same amount.
- (e) Bank does not limit the number of funds transfers you may make; however, you may not make funds transfers in excess of the number of funds transfers allowed by the rules governing the applicable Accounts. Bank may from time to time for security and risk management reasons modify the limit, the frequency, and the dollar amount of transfers you can make using Account to Account Transfers.
- (f) You may not make funds transfers in any one (1) Business Day: i) transactions that total an excess of \$5,000; and ii) a single transaction that exceed \$5,000 . There is also a monthly limitation of \$10,000 per month in aggregated funds transfers under this Section. Bank reserves the right to change from time to time the dollar amount of funds transfers you are permitted to make using Account to Account Transfers. Some individuals may qualify for higher limits. You must have sufficient funds in your Account at the time you initiate an Account to Account Transfer. If you do not, you will receive an error and the transaction will be prohibited. If for some reason, the Bank permits an Account to Account Transfer when you do not have sufficient funds, you will still be responsible for the amount of the transaction.
- (g) You cannot cancel any Account to Account Transfers in process at the time you request the cancellation. Bank may decline any transfer requests made through Account to Account Transfers.
- (h) You agree to pay all fees associated with transfers through Account to Account Transfers as disclosed on the Fee Schedule. This amount will be automatically deducted from your Account at the time the transfer is requested.
- (i) We reserve the right to refuse any transfer.
- (j) In using the Account to Account Transfer Service, you understand transfers may be returned for various reasons such as, but not limited to, the external account number is not valid. We will use reasonable efforts to research and correct

the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

9. TERMS SPECIFIC TO MOBILE TEXT BANKING.

- (a) Mobile Text Banking allows access to Account information through the SMS function of a Mobile Device. Mobile Text Banking may be activated through Online Banking by selecting the appropriate option and providing the mobile phone number to be used with Mobile Text Banking. **You agree that a mobile phone number provided to Bank for use with Mobile Text Banking must be provided only by the individual that owns or has authority to use the Mobile Device associated with that phone number for purposes of Mobile Text Banking; and that the individual providing such phone number is authorized to incur any message and/or data fees and charges in connection with the use of the Mobile Device for Mobile Text Banking.** Bank will verify the mobile phone number provided by sending a confirmation SMS message to that phone number. You or the User will have to reply “yes” to such confirmation SMS message to access Mobile Text Banking. You agree that only you or a User shall request and receive Account information via Mobile Text Banking.
- (b) Mobile Text Banking can be used to request and receive: (i) Account balances for all enrolled Accounts or specified Account; or (ii) the last five (5) transactions for all enrolled Accounts or a specified Account.
- (c) Message and data rates may apply. For help with Mobile Text Banking, text "HELP" to 454545 In case of questions please contact customer service at (800) 535-0517 To cancel Mobile Text Banking, text "STOP" to 454545 at any time. You will receive an opt-out confirmation text message. After that, you will not receive any future messages.

10. ONLINE BILL PAYMENT SERVICE. Through the Services (both Mobile and Online Banking), you can make Bill Payments subject to the terms and conditions of this Agreement and of this section.

- (a) For each payment requested through the Online Bill Payment Service (“**Bill Payment**” or “**Bill Pay**”), the following information must be designated: the checking Account at Bank from which the Bill Payment is to be made (“**Payment Account**”); the payee’s complete name; the payee-assigned account number; and the payee’s remittance address (all exactly as shown on the billing statement or invoice); the amount of the Bill Payment; and the date you want the Bill Payment to be debited from your Payment Account. Bill Payment is available through both Online and Mobile Banking. You agree that neither you nor any User shall request a Bill Payment to a payee outside the United States. If a Bill Payment is scheduled to be debited from your Payment Account on a day that is not a Business Day, your Payment Account will be debited the next Business Day. You agree that, based upon instructions Bank receives under your login ID and password, Bank may charge your Payment Account by electronic transfer, “no signature required draft,” or by debiting and remitting funds on your behalf. Bank reserves the right to refuse to pay any payee. If Bank does refuse to pay a payee, it will provide notice of such refusal.
- (b) You may initiate payments up to 12 months in advance of the due date. If you schedule a payment on a non-Business Day, your payment will be initiated on the previous Business Day. If you select “recurring” payments, you may schedule payments that do not vary in amount on a regular schedule. Recurring payments can have any date in the future.
- (c) Bank will choose the method by which payments are sent to payees (i.e., electronically, by check or otherwise). If the payee is to be paid by paper check, you understand and agree that paper checks are mailed to the payee and that the payee may not receive the Bill Payment until five (5) to eight (8) Business Days after the date the check is mailed. If the payee is to be paid electronically, you understand and agree that the payee may not receive the Bill Payment until three (3) to four (4) Business Days after the date the Bill Payment is debited from the Payment Account. You understand and agree that Bank is not responsible for the timely delivery of mail or the improper transmission or handling of Bill Payments by third parties.
- (d) Bill Payments are subject to a maximum limit per payment of \$99,999.99, per day.
- (e) To cancel a Bill Payment other than a preauthorized electronic fund transfer, you or a User must cancel the Bill Payment via Online Banking (by following the onscreen instructions) until the item has been processed on the date the Bill Payment is scheduled to be debited from your Payment Account. For instructions on canceling or stopping a preauthorized electronic fund transfer, see Section 12, below. If Bank has chosen to make a Bill Payment by means of a paper check, you or a User may also be able to stop payment on the paper check by calling Bank (800) 535-0517. The stop payment request must precisely identify the name of the payee, the payee-assigned account number, the amount and scheduled

date of the Bill Payment, and the ID number from the Bill Payment “scheduled payments” screen. You will incur regular stop payment charges as disclosed in the current fee schedule for the applicable Payment Account.

- (f) To the extent the automated clearinghouse network is used to facilitate a Bill Payment (typically, Bill Payments sent electronically), you agree to be bound by the NACHA Rules. Further you agree no Bill Payment violates or will violate any Applicable Laws.
- (g) You agree to pay all fees for each Bill Payment in accordance with the Fee Schedule applicable to the Account. This amount will be automatically deducted from your Account at the time the transfer is requested.

11. ELECTRONIC BILL (“eBILL”) DELIVERY. If you subscribe to Bill Pay, you can arrange to receive certain bills electronically from Billers.

- (a) Bank will not update or change your personal information (e.g., your name, mail or email address, or phone number) with electronic Billers. You will need to contact Billers directly to update their records for you. Additionally, it is your responsibility to maintain all user IDs, passwords, and other authentication information for all electronic Biller websites. You agree that Bank may provide Billers with your email address, mailing address, and other information specifically requested by the Biller to facilitate Bill Pay.
- (b) Upon activation of the eBill feature, Bank may notify the Biller of your request to receive bills electronically. The presentment of your first eBill may vary from Biller to Biller and may take up to 60 days, depending on the billing cycle of each Biller. Whether you also receive a paper copy of your bills is at the sole discretion of the Biller. While your eBill feature is being activated, it is your responsibility to keep your accounts with Billers current. Each electronic Biller reserves the right to accept or deny your request to receive eBills.
- (c) By activating the eBill feature, you authorize Bank to obtain billing information from Billers on your behalf. For some Billers, you will be asked to provide Bank with your username, password, and/or other authentication information for the Biller. You authorize Bank to use that information to obtain your billing information.
- (d) Bank will use reasonable efforts to present your eBills to you promptly. You may elect to be notified via email or text message when a new eBill is received. The notice will be sent to the email address or mobile device number you designate within the Service. If you do not receive notification of a bill, it is your responsibility to periodically log in to Bill Pay and check on the delivery of new eBills, regardless of whether Bank notifies you of bills awaiting your review. Bank shall not be responsible for your failure to receive an eBill if you have provided the wrong email address or you have not updated your contact information in the Service. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills whether or not you receive notice from Bank.
- (e) Electronic Billers reserve the right to cancel the presentment of bills provided electronically at any time. You also may cancel eBill presentment at any time. The time frame for cancellation of your eBill presentment may vary from Biller to Biller. It may take up to 60 days, depending on the billing cycle of each Biller. Although Bank may notify your electronic Biller(s) regarding the change in status of your account with Biller, it is your sole responsibility to make arrangements for an alternative form of bill delivery. Neither Bank nor Bank’s service providers shall be responsible for presenting any eBills that are already in process at the time of cancellation.
- (f) You are solely responsible for contacting Billers directly if you do not receive their bills electronically. You agree to hold Bank harmless if a Biller fails to deliver your bills electronically. You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- (g) Bank is not responsible for the completeness or accuracy of your eBill(s). Any discrepancies or disputes regarding the accuracy of your eBill must be addressed with the Biller directly. This Agreement does not alter your liability for obligations between you and your Billers.

12. STOP PAYMENTS OF PREAUTHORIZED ELECTRONIC FUNDS TRANSFERS.

- (a) If you or a User have told Bank in advance to make recurring Bill Payments or other recurring electronic funds transfers out of a deposit Account, you or a User can stop any of these payments by (i) calling us at 800-535-0517, or (ii) writing us at 175 N. Leroy St, PO Box 725, Fenton, Michigan 48430-0725, in time for us to receive the request three (3) Business Days or more before the Bill Payment or other electronic fund transfer is scheduled to be made. If you or a User calls,

Bank may also require you or the User to put the request in writing and get it to us within fourteen (14) days after the call.

- (b) **Consumer Deposit Accounts Only:** If you or a User order Bank to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and Bank does not do so, Bank will be liable for your losses or damages.

13. PERSON TO PERSON. Through the Services, you can make Person to Person (aka “P2P”) transfers subject to the terms and conditions of this Agreement and of this section.

- (a) In order to use P2P, you may be required to agree to terms and conditions from a third party, including Zelle. Those terms are in addition to those set forth in this Section 13. To the extent of a contradiction between these terms and those of a third-party, the third-party’s terms and conditions shall control.
- (b) In order to use P2P, you must have at least one open checking account at Bank. By using P2P, you represent and warrant to Bank that you have the right to authorize and permit Bank to access your Accounts to affect such transfers or for any other purpose authorized in this Agreement, and you assure Bank that by disclosing and authorizing Bank to use such information, you are not violating any third party rights. You warrant and represent that the information you are providing is true, current, correct, and complete. You authorize and permit Bank and Bank’s service provider, to use information submitted by you to accomplish these purposes.
- (c) You agree that if you identify a bank or beneficiary by name and account number, Bank may execute the instructions by reference to the account number only, even if the number does not correspond to the name.
- (d) For as long as you are using the Services, you give to Bank and Bank’s service provider a limited power of attorney and appoint Bank and Bank’s service provider as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the Accounts, effect funds transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to Accounts, as fully to all intents and purposes as you might or could in person. Once Bank or Bank’s service provider has actual knowledge that you wish to cease using Online Banking, as provided in this Agreement, and has a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by Bank or Bank’s service provider in good faith before it has actual knowledge of termination by you and has a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you.
- (e) Bank does not limit the number of funds transfers you may make; however, you may not make funds transfers in excess of the number of funds transfers allowed by the rules governing the applicable Accounts. Bank may from time to time for security and risk management reasons modify the limit, the frequency, and the dollar amount of transfers you can make using Person to Person.
- (f) Transfer limits will be set forth in Bank’s service provider’s terms and conditions.
- (g) You cannot cancel any P2P transaction in process at the time you request the cancellation. Bank may decline any transfer requests made through P2P.
- (h) You agree to pay all fees associated with transfers through P2P as disclosed on the Fee Schedule or as disclosed at the time of request. This amount will be automatically deducted from your Account at the time the transfer is requested.

14. AVAILABILITY AND CUT-OFF TIMES.

- (a) The Services are generally available twenty-four (24) hours a day, seven (7) days a week. However, Bank only processes transactions and updates information on Business Days. There may be times when the Services will be unavailable due to routine system maintenance. This is usually done on the weekend at midnight or later but can change due to special circumstances. If a Service is unavailable for a prolonged period of time, Bank will post a notice on Bank’s website stating the times the Service is expected to be unavailable. A Service may also be unavailable due to unforeseen circumstances, such as weather or disasters.
- (b) Bank’s offices are located in Michigan and its Business Day is based on the Eastern Time. For posting purposes, electronic transfers initiated before 5:00 PM (Eastern Time) on a Business Day are posted to your Account that Business Day. Electronic transfers completed on or after 5:00 PM (Eastern Time) on a Business Day, Saturday, Sunday, or Bank holiday, will be processed on the next Business Day.

15. SAVVY MONEY PERSONAL FINANCIAL MANAGER.

- (a) Through Savvy Money Personal Financial Manager (“Savvy Money”), you have the ability to pull your information from other accounts you have at certain financial institutions and view them in both Online and Mobile Banking. You may also use Savvy Money to set and track budgeting goals. At this time, only designated financial institutions are included. You can see a list of eligible entities or search for entities within the Services.
- (b) The information pulled from other institutions is for informational purposes only. You may not conduct transactions on those accounts through the Services.
- (c) Bank is not responsible for the completeness or accuracy for account information held at another institution. Any discrepancies or disputes regarding accuracy of account information must be addressed with the financial institution directly. This agreement does not affect your account agreement and obligations with that financial institution.

16. MOBILE CHECK DEPOSIT. Through Mobile Banking, you can engage in Mobile Check Deposit subject to the terms and conditions of this Agreement and of this section.

- (a) Mobile Check Deposit may be available to you so long as there are no legal or administrative holds on your Account, and you are an owner of an eligible Account.
- (b) Bank shall provide you with details of the specific transactions, reported similarly as other transactions may be done, that were a result of access to Mobile Check Deposit (i.e. Periodic Statements, acknowledgment, etc.).
- (c) For consumer accounts, funds from items deposited through Mobile Check Deposit may not be available on the first Business Day after the day of your deposit. See our Funds Availability Policy for more information.
- (d) You agree that the scanning and transmitting of checks does not constitute receipt by Bank. Acknowledgment of receipt or delivery does not constitute an acknowledgment by Bank that the transmission of a check or items does not contain errors or that funds will be available.
- (e) You agree to include “For Mobile Deposit Only” below all endorsements of checks. Bank reserves the right to accept or reject checks that do not bear this inscription.
- (f) You agree that Bank may at any time, in its sole discretion, refuse to accept deposits of checks from you by Mobile Check Deposit. In the event that Mobile Check Deposit is interrupted or is otherwise unavailable, you may deposit checks via ATM, in person or at Bank via night drop, U.S. mail, or other contractually acceptable method. If a Mobile Check Deposit is received and accepted by Bank before 5:00 PM (Eastern Time) on a Business Day, Bank considers that the day of deposit. Mobile Check Deposits received after that time are deemed received on the next Business Day.
- (g) You are solely responsible for imaging deposit items and for maintaining your mobile device. You are responsible for the payment of all telecommunications expenses associated with using Mobile Check Deposit. Bank shall not be responsible for providing or servicing any mobile device.
- (h) You agree that you will only use Mobile Check Deposit to deposit checks drawn on financial institutions within the United States in U.S. dollars. You must deposit all other checks not meeting this description in person or at Bank via night drop, U.S. Mail, or other contractually acceptable method. You agree that each check you submit for deposit through Mobile Check Deposit will meet the image quality standards established in American National Standards Institute's standard X9.37. Further, all checks deposited through Mobile Check Deposit will meet the definition of “check” under Regulation CC. In addition to the restrictions above, you agree that you will not deposit any of the following types of checks or other items through Mobile Check Deposit:
 - Payable to any person or entity, other than who owns the Account that the check is being deposited;
 - Containing an alteration, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
 - Payable jointly, unless deposited into an account in the name of all payees; and
 - Dated more than six (6) months prior to the date of deposit or in the future.
- (i) You understand and agree that all deposit items belong to you and not to Bank and that those items shall be handled in accordance with this Agreement. After receipt by Bank of any transmission by you of imaged items for deposit to your account, Bank will acknowledge by electronic means its receipt of such electronic transmission. Your electronic

transmission is subject to proof and verification. You shall retain the original of all imaged items that have been deposited via Mobile Check Deposit for a reasonable period of time in order to verify settlement and credit or to balance Periodic Statements, but in no case beyond thirty (30) days from the date processed and shall properly destroy and dispose of such original checks after such time. During the period that you maintain the original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks for purposes of presentment for deposit of these original checks (i.e. after the original checks have already been presented for deposit via Mobile Check Deposit) and (ii) unauthorized use of information derived from the original checks. When you destroy and dispose of the original checks pursuant to the requirements of this Agreement, you understand and agree that you must use a high degree of care when selecting and implementing destruction and disposal procedures. Among other things, these procedures must be designed to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed (e.g. through the use of competent shredding equipment.)

- (j) You are solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing Mobile Check Deposit. Bank shall not be liable in any manner for such risk unless Bank fails to follow the procedures described in this Agreement and in other materials provided to you regarding the use of Mobile Check Deposit. You assume exclusive responsibility for the consequences of any instructions you may give to Bank, for your failure to access Mobile Check Deposit properly and in a manner prescribed by Bank, or for your failure to supply accurate input information.
- (k) You shall not present, or attempt to present, or allow others, either directly or indirectly, to present, or attempt to present, for deposit by any means (i) any Substitute Check (as that term is defined in Federal Reserve Regulation CC, 12 C.F.R. Part 229) that has already been presented for deposit via any deposit service or (ii) any original check, the Substitute Check of which has already been presented for deposit via any deposit service. In the event that you, or any third party, presents, or attempts to present, a deposit in violation of this subsection you agree to defend, indemnify, and hold Bank and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such Substitute Check or original check. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by Bank from any other Bank account (in which you have an ownership interest, regardless of the source, unless prohibited by law) in its sole discretion. You further acknowledge that you, and not Bank, are responsible for the processing and handling of any original items which are imaged and deposited utilizing the Service and you assume all liability to the drawer of any item imaged using Mobile Check Deposit or liability arising from Bank's printing of any Substitute Check from those images.
- (l) You represent and warrant: (i) that you will comply with all federal and state laws, and rules and regulations applicable to Mobile Check Deposit transactions, including those of the National Automated Clearing House for ACH transactions; (ii) that all Checks imaged through Mobile Check Deposit are made payable to you; (iii) that all signatures on each check are authentic and authorized; and (iv) that each check has not been altered. In the event you breach any of these representations or warranties, you agree to defend, indemnify, and hold Bank and its agents harmless from and against all liability, damages, and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize Bank to charge your account (or any account in which you have an ownership interest, regardless of the source, unless prohibited by law) for the amount of any such demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.
- (m) When Bank reviews and processes your electronic file, Bank may reject any electronic image that it determines to be ineligible for Mobile Check Deposit ("Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to Substitute Checks, and electronic images with unreadable MICR information. Bank will notify you of any Exception Items via US mail, email, or eNotice notification, depending on the method selected by You. You agree that if you wish to attempt to deposit any Exception Item to any account with Bank, you shall only do so by depositing the original item on which the Exception Item is based. You acknowledge and agree that even if Bank does not initially identify an electronic image as an Exception Item, the Substitute Check created by Bank may nevertheless be returned to Bank because the electronic image is deemed illegible by a paying bank.
- (n) Bank may restrict the use of Mobile Check Deposit at any time without notice. Therefore, you should not rely on its availability for your banking needs.

17. CONSUMER WIRES.

- (a) The Bank permits consumers to originate wires through Online Banking. In addition to the Security Procedures discussed herein, you agree that the Bank's requirement that you provide a Username and password to sign into a Service is a sufficient security procedure under the Uniform Commercial Code. You agree that all wires originated through the Services is deemed authorized. This includes a wire by any person who you have provided access to, has access to your device with saved credentials, or who has a fingerprint stored in your phone (if applicable). You understand that once a wire is sent, it cannot be returned.
- (b) You agree to pay reasonable service fees established by the Bank in connection with the sending of wires. The Wire Transfer Fee is listed on the Bank's fee schedule.
- (c) In order to send a wire, you must have available funds in the amount of the wire, plus the Wire Transfer Fee. However, the Bank shall not be liable if such deductions cause an overdraft in one of the accounts if an item posts after the wire request is processed. If the funds in the Account(s) is not sufficient to pay the fees owing, Customer agrees to pay the unpaid fees in cash upon demand.
- (d) So long as the Bank acts in good faith and exercises reasonable care, you agree that the Bank shall not be liable for any loss that you may suffer by reason of transfer made in accordance with this agreement, even if the instructions that the Bank receives are not in fact authorized.
- (e) You agree that the Bank will have no liability for delays in the transfer of funds, whether caused by the Bank or by third parties, so long as the Bank acts in good faith and exercises reasonable care.
- (f) You agree that the Bank will not be required to make any transfer on the day on which the request is received unless the Bank receives the request before any cutoff hour that the Bank establishes. The Bank's current cutoff hour is 4:00 p.m. Eastern Time.
- (g) The Bank shall have no obligation to honor any request for a transfer from any account in which there is not sufficient, immediately available, collected funds to cover such transfer. However, if the Bank elects to honor such request resulting in an overdraft in any account, the amount of the overdraft shall be immediately due and payable to the Bank. The Bank may set off any funds you have on deposit with the Bank or any money that the Bank owes you against the amount of the overdraft and may exercise any rights that it may have under any agreements granting it a security interest for the payment of your liabilities or obligations to the Bank.
- (h) You may prohibit wires from being made through the Services. You must give the Bank written notice delivered to the Bank at PO Box 725, Fenton, Michigan 48430-0725. Such notice shall not be deemed received until the Bank receives it and has a reasonable opportunity to turn off the functionality.

18. FEES AND CHARGES. Bank does not currently charge any fees for use of Online Banking or Mobile Banking. There may be fees or charges for certain activities conducted through Online Banking, such as Bill Pay, P2P, Account to Account, overdraft fees and stop payment fees. These fees and charges are described in the applicable Account Agreements, and you are responsible for all such fees and charges. There may also be fees and charges for services that can be accessed through Online Banking if you have executed an additional agreement. These fees and charges are described in the agreements for the additional services, and you are responsible for all such fees and charges. You are also responsible for telephone and Internet service fees incur in connection with use of Online Banking. Bank reserves the right to amend this Agreement and impose fees for Online Banking and/or the Online Bill Payment Service after giving notice in accordance with this Agreement and any Applicable Law.

19. SECURITY PROCEDURES.

- (a) Bank will provide you with a temporary password to access Online Banking. Bank will email you your Username once you apply for Online Banking. For security purposes, you or a User must change the password upon the initial login to Online Banking. You may also change your Username at that time, but it is not required. Your password must meet the alpha numeric requirements that we establish time-to-time. The password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down. The password is not communicated to Bank. Upon three (3) unsuccessful attempts to use the password, access to Online Banking will be revoked. Access to Online Banking may be re-established by contacting the Bank to reset your password or to obtain a new temporary password. You assume responsibility for the confidentiality and security of your password.
- (b) You accept responsibility for the confidentiality and security of the password and agree that the password will be changed regularly. Anyone to whom you or a User give the login ID and password will have **FULL** access to **all of** your Accounts that are linked to the login ID, including the ability to view transactions, check images, and move funds between your

Accounts. You agree that the login ID and password will only be shared with Users and that any individual to whom you or a User provides the login ID and password is a User for purposes of this Agreement. You agree that Bank is authorized to act on instructions received through Online Banking using the login ID and password. If you want to terminate a User's authority, you must ensure that the login ID and password are changed, and take any additional steps needed to prevent further access by such person. You agree to indemnify and hold Bank harmless for any and all acts of Users, including any individual who receives a login ID and password from you or another User.

- (c) You agree to protect the confidentiality of your Account(s) and Account number(s), and your personal identification information, such as your driver's license number or social security number. You understand that personal identification information by itself, or together with information related to your Account, may allow unauthorized access to your Account. Bank will **NEVER** send an email to ask for confidential information about you or your Accounts, or otherwise contact you to ask for the login ID or password. If you or a User is approached by anyone to provide the login ID and/or password, **DO NOT PROVIDE THIS INFORMATION**. It is your responsibility to ensure that each User is advised not to share the login ID and password. Contact Bank immediately, as you could be the victim of attempted fraud or identity theft. You or a User can contact Bank by calling (800) 535-0517.
- (d) The password and login ID are intended to provide security against unauthorized entry and access to your Accounts. 128-bit encryption is needed to access Online Banking. Data transferred via Online Banking is encrypted in an effort to provide transmission security and Online Banking utilizes identification technology to verify that the sender and receiver of Online Banking transmissions can be appropriately identified by each other. Notwithstanding Bank's efforts to ensure that the Online Banking system is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. Bank cannot and does not warrant that all data transfers utilizing Online Banking, or email transmitted to and from Bank, will not be monitored or read by others.
- (e) In addition to the security procedures described above, Bank recommends that you perform periodic risk assessments and control evaluations related to online security procedures. You agree that the security procedures established by Bank provide a commercially reasonable degree of protection in light of your particular needs and circumstances.

20. LIMITS ON TRANSACTIONS CONDUCTED THROUGH THE SERVICES.

- (a) If a hold has been placed on deposits made to an Account from which Bank is instructed to transfer funds, the portion of the funds held cannot be transferred until the hold expires. The Services cannot be used to initiate transfers to or from a certificate of deposit. The Services may only be used to initiate an Online Bill Payment transaction from an Account that is a checking Account. You agree that a Bill Payment will not be initiated to a payee outside the United States. Online Banking can be used to request draws only from a loan Account that is a home equity line of credit or business line of credit. You agree that neither you nor User shall request a draw that would exceed your available credit or credit limit. Minimum draw amounts may apply.
- (b) Balances shown in your Account may include deposits and/or payments subject to verification by Bank. The balance may also differ from your records due to holds, deposits in progress, outstanding checks or other withdrawals, payments, or charges. A transfer request may not result in immediate availability because of the time required to process the request. In addition, there may be situations that cause a delay in an update of your balances. The Services will use the most current balance available at the time of a transaction to base Bank's approval of the transaction. For further questions, contact Bank by calling (800) 535-0517.
- (c) **Business Accounts and Consumer Loan Accounts Only:** Online Banking transactions are subject to any other limits set forth in an applicable Account Agreement.

21. **RESTRICTIONS ON USE.** You agree that neither you nor a User shall use Online Banking for any illegal, fraudulent, unauthorized or improper manner or purpose and Online Banking will only be used in compliance with all Applicable Laws, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that neither you nor any User will use Online Banking to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Bank or any third-party service provider involved in the provision of Online Banking; or (iv) material or data that is alcoholic beverage-

related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Bank, any third-party service provider involved in providing Online Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of a service provider or any third party.

22. DEPOSIT ACCOUNT STATEMENTS, ERRORS, AND QUESTIONS.

- (a) You will receive monthly deposit Account statements, unless there are no transfers in a particular month, in which case you will receive your deposit Account statement at least quarterly. You will not receive a separate statement for Online Banking. Transfers to and from your deposit Accounts using Online Banking will appear on the respective periodic statements for your Accounts.
- (b) In case of errors or questions about your electronic fund transfers, contact Bank as soon as possible by (i) calling: (800) 535-0517 or (ii) writing PO Box 725, Fenton, Michigan 48430-0725.
- (c) For Consumer Deposit Accounts, you must notify Bank immediately if you think your deposit Account statement is wrong or if you need more information about a transaction listed on the statement. Bank must hear from you no later than sixty (60) days after the **FIRST** statement was sent or made available to you on which the problem or error first appeared. You must:
 - (i) Tell Bank your name and deposit Account number.
 - (ii) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
 - (iii) Tell Bank the dollar amount of the suspected error.

If you tell Bank orally, Bank may require that you send Bank your complaint or question in writing within ten (10) Business Days. **For Business Deposit Accounts, check your terms and conditions for timelines for notification.**

- (d) **Consumer Deposit Accounts Only:** Bank will determine whether an error occurred within ten (10) Business Days (twenty (20) Business Days for new Accounts) after Bank hears from you and will correct any error promptly. If Bank needs more time, however, Bank may take up to forty-five (45) days (ninety (90) days for new Accounts) after Bank hears from you to investigate your complaint or question. If Bank decides to do this, Bank will provisionally credit your Account within ten (10) Business Days (twenty (20) Business Days for new Accounts) for the amount you think is in error, so that you will have use of the money during the time it takes Bank to complete its investigation. If Bank asks you to put your complaint or question in writing and Bank does not receive it within ten (10) Business Days, Bank may not credit your Account. Bank will tell you the results within three (3) Business Days after completing its investigation. If Bank decides that there was no error, Bank will send you a written explanation. You may ask for copies of the documents that Bank used in its investigation. If there is no error found, you will be obligated to reimburse Bank for any amount of credit issued to your Account.

23. YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS OR LOSS OR THEFT OF LOGIN ID OR PASSWORD - DEPOSIT ACCOUNTS ONLY.

If you believe the login ID, password, any required authentication information, or other means of access to Online Banking, has been lost or stolen or if you believe that an electronic funds transfer has been made without your permission, **notify Bank at once at:** (800) 535-0517 or (ii) PO Box 725, Fenton, Michigan 48430-0725. Immediately telephoning Bank is the best way to reduce possible losses. You could lose all the money in your deposit Accounts plus your maximum overdraft line of credit, if any.

- (a) **Consumer Deposit Accounts Only:** If you tell Bank within two (2) Business Days after you learn of a loss or theft related to an electronic funds transfer, you can lose no more than \$50 if someone used the login ID, password, or other access device without your permission. If you do NOT tell Bank within two (2) Business Days after you learn of a loss or theft of the login ID or password and Bank can prove Bank could have stopped someone from using the login ID, password or access device without your permission if you had told Bank, you can lose as much as \$500. Also, if your statement shows transfers that you did not make, tell Bank at once. If you do not tell Bank about unauthorized electronic funds transfers within sixty (60) days after the statement was sent to you or first made available to you, you may not get back any money lost after the sixty (60) days if Bank can prove that Bank could have stopped someone from taking the

money if you had told Bank in time. If a good reason (such as a long trip or hospital stay) kept you from telling Bank, Bank will extend the time periods.

- (b) **Business Deposit Accounts Only:** You are liable for all transactions, including unauthorized transactions or payments, made with the login ID and password that occurred prior to the time you notify Bank that an unauthorized transaction or payment has taken place.

24. BANK LIABILITY IF BANK FAILS TO MAKE CERTAIN TRANSFERS - CONSUMER DEPOSIT ACCOUNTS ONLY. If Bank does not complete a transfer to or from your deposit Account on time or in the correct amount when properly instructed to do so, Bank will be liable to you for damages which you prove are directly caused by Bank's action or omission. However, there are some exceptions. Bank will not be liable, for instance, if:

- (a) Through no fault of Bank, you do not have enough money in your Account to make the transfer.
- (b) The transfer would go over the credit limit on your overdraft line.
- (c) The Online Banking system, any electronic terminal, telecommunication device, or any part of the electronic fund transfer system is not working properly and you knew about the problem when you started the transfer.
- (d) Circumstances beyond Bank's control (such as fire, flood, interruption in communication lines, etc.) prevent the transfer, despite reasonable precautions that Bank has taken.
- (e) The money in your Account is subject to legal process or other encumbrances restricting the transfer.
- (f) Other exceptions as stated in this Agreement apply.

25. STATEMENTS, ERRORS, AND UNAUTHORIZED TRANSACTIONS FOR LOAN ACCOUNTS. For information regarding statements, errors, and liability for unauthorized transactions on your loan Account(s), you should review the Applicable Agreements for the specific loan Account.

26. WARRANTIES AND REPRESENTATIONS. You represent and warrant that: (a) you and Users will only use Online Banking and perform the obligations under this Agreement consistent with all applicable Bank rules and regulations and all Applicable Laws; (b) all information provided to Bank is accurate, timely, and has been authorized by you; (c) neither you nor any User will use Online Banking for any illegal, fraudulent, unauthorized or improper manner or purpose; (d) neither you nor any User will interfere in any manner in the provision of Online Banking, the security of Online Banking, or other customers of Online Banking, or otherwise abuse Online Banking; and (e) for (i) Consumer Accounts, you and Users will use Online Banking for consumer, personal or household purposes only, and (ii) for Business Accounts, you and Users will use Online Banking for business purposes only. In the event that you or any User breaches any of the forgoing warranties, you agree to indemnify Bank against any loss, liability, or expense.

27. DISCLAIMER OF WARRANTIES. ONLINE BANKING, AND ALL OF THE SERVICES, OPTIONS AND FEATURES MADE AVAILABLE THROUGH ONLINE BANKING, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

28. LIMITATION OF LIABILITY AND INDEMNIFICATION – BUSINESS ACCOUNTS ONLY. EXCEPT AS STATED IN THIS AGREEMENT OR TO THE EXTENT THE LAW MAY REQUIRE OTHERWISE:

- (a) YOU AGREE THAT BANK WILL HAVE NO LIABILITY WHATSOEVER TO YOU, ANY USER OR ANY THIRD PARTY BECAUSE OF ACTS, OMISSIONS, OR POLICIES OF ANY GOVERNMENTAL AGENCY, FINANCIAL INSTITUTION OR OTHER PARTY THROUGH WHICH A FUNDS TRANSFER SUBJECT TO THE AGREEMENT IS AFFECTED (WHETHER OR NOT SELECTED BY US), INCLUDING THE FAILURE OF ANY SUCH INSTITUTION, AGENCY OR PARTY TO ACCOUNT FOR OR PAY OVER THE FUNDS TRANSFERRED.
- (b) BANK WILL NOT BE LIABLE TO YOU OR ANY USER AND YOU AGREE TO INDEMNIFY AND HOLD BANK HARMLESS FROM ANY LIABILITY FOR BANK'S FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT BECAUSE OF LEGAL CONSTRAINT, INTERRUPTION OR FAILURE OF TRANSMISSION AND/OR COMMUNICATIONS FACILITIES, WAR (DECLARED OR NOT), EMERGENCIES, LABOR DISPUTES, FIRE, ACTS OF GOD, NATURAL DISASTERS OR ANY OTHER CIRCUMSTANCES BEYOND BANK'S CONTROL.

- (c) IN NO EVENT WILL BANK BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES OR LOSSES, EVEN IF BANK IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT TO THE EXTENT REQUIRED BY LAW.
 - (d) IN NO EVENT WILL BANK BE LIABLE FOR ANY AMOUNT IN EXCESS OF \$50,000 (FIFTY THOUSAND DOLLARS).
 - (e) YOU ALSO AGREE TO INDEMNIFY AND HOLD BANK, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS AND ATTORNEYS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, COSTS, DAMAGES, LOSSES, LIABILITIES AND EXPENSES (INCLUDING THE PAYMENTS OF REASONABLE ATTORNEY'S AND PARALEGAL FEES AND OTHER COSTS) ARISING OUT OF OR IN CONNECTION WITH YOUR OR ANY USER'S INSTRUCTIONS, ACCESS TO OR USE OF ONLINE BANKING, BREACH OF THIS AGREEMENT, AND/OR VIOLATION OF ANY APPLICABLE LAW OR RIGHT OF A THIRD PARTY.
 - (f) ANY CLAIM RELATED TO ONLINE BANKING MUST BE INITIATED WITHIN ONE (1) YEAR OF THE DATE YOU KNEW, OR REASONABLY SHOULD HAVE KNOWN, OF THE EXISTENCE OF SUCH CLAIM AGAINST BANK.
- 29. EXPORT CONTROLS.** Online Banking and related programs, materials, tools, and technical data may be subject to U.S. export controls or the trade laws of other countries. You agree that you and all Users will comply with all export control regulations. You also acknowledge that you, not Bank, have the responsibility to obtain such licenses to export, re-export or import as may be required. You agree not to export or re-export to entities on the most current U.S. export exclusion lists or to any country subject to U.S. embargo or terrorist controls as specified in the U.S. export laws.
- 30. OVERDRAFTS (ORDER OF PAYMENTS, TRANSFERS, AND OTHER WITHDRAWALS).** If your deposit Account has insufficient funds to perform all electronic fund transfers requested for a given Business Day, then:
- (a) Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
 - (b) Electronic fund transfers initiated utilizing Online Banking which would result in an overdraft of your Account may, at Bank's discretion, be cancelled; and
 - (c) In the event the electronic fund transfers initiated utilizing Online Banking which would result in an overdraft of your Account are not cancelled, overdraft charges may be assessed pursuant to the terms of the applicable Account Agreement.
- 31. SIGNATURE REQUIREMENTS.** When Online Banking generates items to be charged to your Account, you agree that Bank may debit or credit the Account (as applicable) or the Account on which the item is drawn, without requiring a signature on the item and without any notice to you.
- 32. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES – CONSUMER ACCOUNTS ONLY.** Bank may disclose information to third parties about your Account(s) and/or the transaction(s) if at least one (1) of the following applies:
- (a) It is necessary to complete a transaction.
 - (b) To verify the existence and condition of your Account(s) to a third party such as a credit bureau or merchant.
 - (c) To comply with a governmental agency or court order.
 - (d) If you or another Account owner gives Bank permission.
 - (e) To collect information for internal use, the use of Bank service providers, servicing agents, or contractors concerning Bank's electronic funds transfer service.
 - (f) It involves a claim by or against Bank concerning your Account.
 - (g) A User requests the information or accessed it through Online Banking or another Service.
 - (h) Where otherwise required or permitted under Applicable Law.

33. INFORMATION AUTHORIZATION.

- (a) You or a User may not be able to access Online Banking if Bank cannot verify identity or other necessary information. In order to verify ownership of the Accounts, Bank may issue offsetting debits and credits to the Accounts and require confirmation. You authorize Bank to obtain financial information regarding your Account from a payee or your financial institution (for example, to resolve payment posting problems or for verification).
- (b) **Consumer Accounts Only:** You agree that Bank may obtain a credit report for you at any time during the term of this Agreement.

34. **LOSS OF DATA.** You agree that, should your data be lost or destroyed as a result of a failure or interruption of your computer systems, or the computer systems you or a User has used to access Online Banking, you are responsible for all consequences resulting from such systems failure or interruption. You are responsible for verifying the accuracy and completeness of all transactions conducted through Online Banking, including those affected by any system failure or interruption.

35. **BANK' S OBLIGATION TO CONDUCT TRANSACTIONS.** Bank is not obligated to conduct any transaction or act on any instruction which does not comply with the terms and conditions of your Account Agreements. Bank may also refuse to honor any transaction Bank has reason to believe may not be authorized by you, a User, or any other party whose authorization may be necessary to affect the transaction. Bank will not honor any transaction, including that which involves funds subject to hold, dispute, or other restriction or legal process that Bank believes prevents the funds' withdrawal or transfer. Bank will not honor any transaction or instruction that is in violation of any Applicable Law or Bank policy, procedure or practice. Bank will not honor any transaction or instruction that Bank has reasonable cause not to honor.

36. **LINKS TO OTHER WEBSITES.** Online Banking may contain links to other third-party websites. Unless noted otherwise, Bank is not affiliated with, nor does Bank sponsor or endorse, any of these sites, and provides such links solely for your convenience. Use of these sites is at your own risk, and in no event shall Bank be responsible or liable for any information, content, products, services, practices, or other materials on or available from or through such sites.

37. **OWNERSHIP OF MATERIAL.** The images, text, screens, and web pages appearing on Online Banking are owned by Bank, or others, and are protected by copyright laws. You agree that neither you nor any User shall copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information, and materials on the sites, without Bank's express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the sites are the trademarks, service marks or logos of Bank, or others as indicated.

38. **POWER OF ATTORNEY – CONSUMER ACCOUNTS ONLY.** If you grant power of attorney to someone (an "attorney-in-fact") in connection with an Account, the following conditions apply: (a) Bank may refuse to allow the attorney-in-fact to enroll for Online Banking on your behalf; (b) Bank may refuse to provide a login ID or password to the attorney-in-fact; (c) you may give an attorney-in-fact access to Online Banking by providing him or her with the login ID, password and any other required authentication information needed to access Online Banking (note that Bank will not provide that information under any circumstances); and (d) if the power of attorney is revoked, you agree to change the password or any other required authentication information immediately so that the former attorney-in-fact can no longer access Online Banking.

39. AMENDMENTS, CANCELLATION AND TERMINATION OF ONLINE BANKING SERVICES.

- (a) Bank may amend this Agreement at any time, in its sole discretion. If required by an Applicable Law, Bank will provide you with advance notice of the amendment in accordance with that Applicable Law. If Applicable Law does not require advance notice, Bank will notify you of the amendment as soon as reasonably practicable. Use of Online Banking and/or any of the Services after the effective date of the amendment indicates your acceptance of the terms of the Agreement, as amended. Bank reserves the right to waive, reduce or reverse charges or fees in individual situations.
- (b) Bank may terminate the Agreement and/or cancel or suspend Service access, in whole or in part. Bank will do so in accordance with Applicable Law.
- (c) You may cancel Online Banking or any Service at any time by: (i) contacting Bank by phone at: (800) 535-0517 or (ii) writing to: PO Box 725, Fenton, Michigan 48430-0725. If you cancel, Bank will terminate access to Online Banking and/or Services, as applicable. Bank may require ten (10) Business Days advance notice and confirmation in writing.
- (d) If an Account is closed for any reason, accessibility the Services to that Account will automatically terminate. Additionally, if either Online Banking or Mobile Banking not used for any consecutive six (6) month period, Bank may

deactivate the Services. If Online Banking or Mobile Banking is not used for any consecutive twelve (12) month period, Bank may delete your access to the Services. You will remain responsible for all transactions approved through the Services prior to the termination and/or cancellation of this Agreement and/or the Services, and for any fees associated with the Services or accessed through the Services. To reinstate Online Banking, you will need to re-enroll for Online Banking.

40. NOTICES AND CONTACT CHANGES.

- (a) Any legally required notice or other communication delivered by regular postal mail will be addressed and delivered to you at the address on file with Bank. If permitted by Applicable Law, Bank may provide other notices via electronic mail or through the Online Banking system. You are responsible for notifying Bank of any change in physical, mailing, or e-mail address. Notices to Bank shall be delivered to: PO Box 725, Fenton, Michigan 48430-0725; or sent to Bank through the messaging feature of the Online Banking system.
- (b) You agree to provide Bank with complete and current contact information. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made by (i) phoning Bank at (800) 535-0517 or (ii) writing to: PO Box 725, Fenton, Michigan 48430-0725; or (iii) sending a message to Bank through the Online Banking system. Bank is not responsible for any payment processing errors or fees incurred if you do not provide complete and accurate Account or contact information.

41. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with applicable federal laws the laws of the State of Michigan, without regard to conflict or choice of laws rules. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law.

42. ASSIGNMENT. You may not assign this Agreement. Bank may assign Agreement to any future, directly or indirectly, affiliated company. Bank may also assign or delegate certain of its rights under this Agreement to its service providers.

43. NO WAIVER. The failure of Bank to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Bank in writing. No waiver shall be implied from a failure of Bank to exercise a right or remedy. In addition, no waiver of Bank's right or remedy will affect the other provisions of this Agreement.

44. SURVIVAL. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

45. SEVERABILITY. To the extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision shall be held to be invalid, illegal or unenforceable, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without rendering invalid, illegal or unenforceable the remainder of any such provision or the remaining provisions of this Agreement.

46. HEADINGS. The headings of sections are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

47. JURY TRIAL WAIVER. You and Bank acknowledge that the right to trial by jury is a constitutional one, but that it may be waived. You and Bank, each after consulting or having had the opportunity to consult with counsel of your choice, knowingly and voluntarily, and for their mutual benefit, each waive any right to trial by jury in the event of controversy, dispute, claim or litigation regarding the performance or enforcement of, or in any way related to this Agreement.

Bank recommends that you print a copy of this Agreement for your records.