

**ONLINE BANKING SERVICES AGREEMENT**  
**1st STATE BANK ONLINE BANKING SERVICES AGREEMENT**

This Online Banking Services Agreement and Disclosure (the "Agreement") is entered into between 1<sup>st</sup> State Bank (the "Bank") and the customer of the Bank, who hereby subscribes to Online Banking Services (Online Banking). This agreement applies to all use of the customer's account whether by the customer or by any other person authorized by the customer, and the customer will be responsible for such use. The customer may be sometimes referred to in the agreement as "you" or "your" and the bank is sometimes referred to as "we", "us", and/or "our". If you use Online Banking or permit another person to use Online Banking on your behalf, you agree to the terms and conditions stated in the agreement.

**1.0 SCOPE OF AGREEMENT**

**1.1 Other Accounts, Loan Agreements and Services.**

This agreement governs online access to your accounts with the Bank. The terms and conditions set forth herein are in addition to, and do not cancel or supersede, any other agreements or signature cards governing your deposits, loans or other business relationships with the Bank. All of the terms, conditions, agreements, representations, schedules, disclosures, and fees set forth in or associated with such other agreements and signature cards remain in full force and effect. However, the persons you authorize to have access to and make transfers from your account(s) through online banking may not be the same persons who are authorized to sign on the account under your other agreements and signature cards with us, or you may give them greater authority to conduct activities through Online Banking than they have under your other agreements and signature cards with us. In cases where your authorizations to other persons do not coincide with your authorizations for the same account(s) under the signature card agreement(s), the signature card agreement(s) will govern Online Banking transactions.

**1.2 Instructions and Fee Schedules; Amendment.**

Any instructions we may issue for the use of Online Banking (collectively, "Instructions") and any fee schedule we may issue as part of this Agreement and are incorporated herein by reference. Fees: The fee schedule governing your use of the Online Banking services is included in this Agreement as section 6.0 ("ONLINE BANKING FEE SCHEDULE") You authorize us to deduct any fees associated with your use of the Online Banking services from your primary deposit account with us (as defined in Section 2.6 of this Agreement). In addition to the fees noted in the ONLINE BANKING FEE SCHEDULE, the service charges and fees provided for in your deposit, line of credit, loan and other agreements you have with us (collectively the "Account Agreements") will apply. Please see the Account Agreement which you have with us for a listing of fees. You are also responsible for all telephone charges incurred in connecting to Online Banking and for charges by any Internet service provider providing connection to the Internet.

**Changes in Terms and Other Amendments.**

We may add, delete or amend terms, conditions and other provisions, fees, charges, or other terms described in this Agreement at any time upon at least thirty (30) days' notice to you prior to the effective date of any amendment or change. We will notify you of any such charge or amendment electronically

by posting such notice on our Online Banking home page and, when required by applicable law, will provide you with written notice of such amendment or change at the postal address provided by you to us and/or send notice to your e-mail address as provided to us. You are bound by any such change if you use the Online Banking service after the effective date of the notice, unless you notify us in writing within ten (10) days of having received the notice that you reject these changes and close your account(s) with us.

### **1.3 Termination.**

This agreement will remain in effect until it is terminated by you or by us. You may cancel your Online Banking services and terminate this Agreement at any time by providing us with written notice or by calling us at 989-799-7500. This cancellation will become effective when we receive notice from you as provided above and applies only to your Online Banking services and does not terminate other agreements you may have with us. We may terminate this Agreement and your Online Banking services for any reason at any time. We will try to notify you in advance of any termination, but we are not obligated to do so. Upon termination, we reserve the right to make no further payments or transfers from your account(s) pursuant to this Agreement, including payments or transfers you have previously authorized. If you terminate your Online Banking services, you authorize the Bank to continue making transfers you have previously authorized until such time as the Bank has had a reasonable opportunity to act upon your termination notice. You agree that upon termination of your Online Banking services, either by you or by us, you will cancel all automatic or recurring transfers you have previously authorized, and that if you fail to do so, you are responsible for such payments.

## **2.0 DESCRIPTION OF AND LIMITATIONS ON ONLINE BANKING**

### **2.1 General Description of Services**

In general, the Online Banking packages enable you to:

- search, transaction histories and obtain balance information on your accounts with the

  - Bank you include in your Online Banking program, which may include checking, savings, money market, certificates of deposit, line of credit, installment loans, real estate loans and commercial loans.

- transfer funds between your transaction accounts.

- use bill payment services.

This list is not exhaustive and the Bank may offer additional or different Online Banking services in the future, all of which will be governed by the Agreement, as amended.

### **2.2 Types of Transfers and Limitations.**

You can make an internal transfer of funds from one account with the Bank to another, such as a transfer from a savings account to a checking account. Transfers may be limited in amount as provided in our Account Agreements with you governing these services or in accordance with Bank policies. In addition, your ability to transfer funds between certain accounts is limited by federal law, as stated in your deposit agreements with us. For example, you can make no more than six (6) transfers from a savings or money market account during each statement period. Transfers made using both Online Banking and other transfer methods describe in the Deposit Agreements are

counted against permissible number of transfers. The Bank reserves the right to further limit the frequency and dollar amount of transactions from your accounts for security or credit reasons, as the Bank may determine at any time at its sole discretion.

### **2.3 Overdrafts; Order of Payments.**

It is your responsibility to ensure that you have enough money or credit available in an account from which you instruct us to make a payment or transfer. If funds are withdrawn from any of your accounts by means of electronic fund transfers, other than through Online Banking on the same business day as an Online Banking transaction, and if the account contains insufficient funds to enable both the electronic fund transfer and the Online Banking transfer to be made, the transfers will be made in the order determined by the Bank, in its sole discretion. You are fully obligated to us to provide a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree to reimburse us upon our demand, and you further agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permitted by the applicable law and the terms of any other relevant Account Agreements.

### **2.4 Bill Payment Service.**

Bill Payment service is an electronic payment system that permits you to initiate and authorize payments from your accounts to payees, which you have selected in advance to receive payments by means of this service. (A "payee" is a person or business you are paying) You have the option of setting up a payment to occur only on demand or on a recurring frequency. Recurring payments are payments of a fixed amount that are paid at a regular time interval, such as monthly; and on demand payments are payments that vary in amount and/or date. After you have established a recurring or on demand payment, the Bank will automatically execute bill payments according to your instructions until you have properly notified the Bank, in accordance with the Bank's procedures in effect at the time, of any cancellation of your instructions. You may notify the Bank by either writing us at the address listed in section 2.8 of the Agreement or by e-mail via the E-mail Us option. To participate in Online Bill Payment you must have a checking account with the Bank. There is an additional agreement related to the Bill Payment service. If you participate in this service, you may use Bill Payment to make payments from any of your checking accounts. To pay bills using Bill Payment, you must use a Computer and the Online Banking service product to authorize a payment from your account. After your instruction is received, payment will be made either by transferring funds electronically from your account to the payee or by repairing a paper check to the payee via first class mail. Your payment will be sent within 24 hours of your selected payment date. You may use Bill Payment to authorize automated recurring payments in order to pay recurring bills. These payments may be for the same amount and same date each month, or you may choose to vary the payment amount and date. Your payment will be processed on the following business day if the selected payment day falls on a Saturday, Sunday or Bank Holiday. When you have entered and transmitted payment instructions, you authorize the Bank to withdraw funds from your account accordingly. These funds are taken from your account on the day of your scheduled payment. If there are insufficient funds in the account to

make the payments you have authorized, one attempt will be made each business day after the failed attempt to fund the payment. You are responsible for any non-sufficient funds ("NSF") or overdraft charges the Bank may impose, as stated in the Deposit Account Agreements governing your accounts. The Bank reserves the right to refuse to honor payment requests that reasonably appear to the Bank to be fraudulent, incomplete, erroneous, or if you do not follow the Bank's instructions for Bill Payment. In addition, the Bank will not be able to execute any Bill Payment if the payee cannot or will not accept such payment. Using Bill Payment, you can only pay payees with United States addresses. While most payments can be made using Bill Payment, the Bank reserves the right to refuse to pay certain payees. The Bank also reserves the right to terminate your use of the Bill Payment service at any time. When scheduling Bill Payments, you should take into account delays that are inherent in processing and sending Bill Payments. In general, Bill Payments may be scheduled for the current Business Day or any date in the future, and we will process your payment on the date you schedule. However, a Bill Payment will not actually be sent out by us until days after it is processed, so you should schedule a payment for at least two Business Days before you wish it to be sent. Payments will only be processed once a day at our Online Banking Bill Payment cut-off time (4:00 P.m. Eastern Time). If you attempt to schedule a payment for the same Business Day after Cut-Off time or on a non-Business Day, it will not be processed until the following Business Day. If the payee is to be paid by paper check, you understand and agree that the check is mailed to the payee and may not be received by the payee until five (5) to eight (8) business days or more after it is debited from your account (please allow 10 days for the initial payment). If the payee is to be paid electronically, you understand and agree that the payee may not receive the payment until 72 hours or more after its debited from your account. Further delays may be caused by the failure of the payee to process a payment on the Business Day that it is received. You authorize the Bank, and any third party processing agent that we may select, to use any payment method (electronic or paper) we choose to process each of your payments. It is your responsibility to authorize your Bill Payments in such a manner that your bills are paid on time. You are responsible for any late payment or finance charge that may be imposed as a result of your failure to schedule payments or transmit payment instructions in a timely manner. We are not responsible for any delay or other adverse consequence that results or is alleged to result from the choice of payment methods, from delays in the delivery of mail or the improper handling or transmission of payments by a third party, or the failure of a payee to accept, process or properly post a payment in a timely manner. To cancel a bill payment that you have scheduled, you must cancel the payment online via Online Banking before 4:00 p.m. (EasternTime) on the date the payment is scheduled to be debited from your account.

## **2.5 Computer Requirements.**

In order to use Online Banking, you must have your own Internet Service Provider and the necessary computer equipment required by the browser, which is select. In this Agreement, your computer and the related equipment are referred to together as your "Computer". You are responsible for the installation, maintenance and operation of your Computer and your software.

## **2.6 Registration Process**

In order to obtain and use Online Banking, you must complete our initial registration process. The Online Banking registration process involves contacting the bank. The bank will then provide a temporary password which will allow you to activate your Online Banking services with your temporary password and Access ID.

## **2.7 Access Code and Security.**

Access IDs and Passwords will only be issued to customers who have a Bank checking, savings, money market or certificate of deposit with us. We will assign you a temporary Access ID and Password, which you will be able to use one time to gain access to the system. Thereafter, you will be required to change to a password of your selection as part of the 1st login process. The Bank will assign you a new password upon your request at the time. (For example, you may want us to assign you a new Password if you have forgotten your password.) You voluntarily change your Password at any time. Your Password can be changed within Online Banking from the "Change" option or by calling us at 989-799-7500. For security purposes, it is recommended that you memorize your password and do not write it down. You are responsible for keeping your Password and account data confidential. You will need the Access ID and Password to gain access to Online Banking. Use of the Access ID and Password is the agreed security procedure between you and the Bank. You should keep your Access ID and Password confidential in order to prevent unauthorized use of Online Banking and possible loss to your accounts. Anyone to whom you give or disclose your Access ID and Password will have full access to your accounts, even if you attempt to limit that person's authority. You are responsible for all transactions you authorize or make using Online Banking including any transactions by authorized persons using your Access ID and Password.

## **2.8 Reporting Unauthorized Transaction or Theft or Loss of Access Codes.**

If you believe that an unauthorized transaction has been or may be made from your account, alert the Bank immediately by calling us at 989-799-7500 or write us at:

1<sup>st</sup> State Bank  
PO Box 1468  
Saginaw, MI 48605

## **2.9 No Signature Required.**

When using Online Banking to pay bills, you agree that the Bank, without prior notice to you, may debit any payment account(s) to pay checks that you have not signed by hand or by legally acceptable form of electronic signature. When using Online Banking to make transfers from credit accounts, you agree that the Bank, without prior notice to you, may take any action required to obtain cash advances on your behalf, including charging any credit account(s) at the Bank without your handwritten or legally acceptable electronic signature.

## **3.0 RESPONSIBILITY OF PARTIES**

### **3.1 Privacy and Confidentiality**

The importance of maintaining the confidentiality and privacy of the information provided by our customers is one of our highest priorities. You

should carefully review policy as stated on our web site at [www.1ststatebk.com](http://www.1ststatebk.com)

Our privacy policy is incorporated in this Agreement by reference and you hereby agree that you have read our privacy policy, understand it and agree to its terms.

### **3.2 Customer's Responsibilities.**

You are responsible for keeping your Access ID, Password and account data confidential. We are entitled to act on transaction instructions received using your Access ID and Password and you agree that the use of your Access ID and Password will have the same effect as your signature in authorizing transactions, authenticating your identity, and verifying instructions you have provided to us. If you authorize other persons to use your Access ID and Password in any manner, your authorization will be considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization and changed your Access ID and Password and you are responsible for any transactions made by such persons until you notify us that transfers by that person or instructions regarding your account(s) are no longer authorized and we have a reasonable opportunity to act upon the change of your Access ID and Password.

### **3.3 Things for Which We Will Not Be responsible and Further Limitations or Our Liability.**

#### **(a) Access**

We will not be liable under this Agreement for failure to provide access or for interruptions in access to Online Banking due to a system failure or due to other unforeseen circumstances.

#### **(b) Our Computer Equipment & Your Software.**

We will not be responsible for any errors or failures from any malfunction of your computer or a computer virus or other problems relating to your computer equipment used with Online Banking. We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Netscape Navigator, Microsoft Explorer, or otherwise), your Internet service provider, your personal financial management or other software (such as Quicken or Microsoft Money), or any equipment you may use (including your telecommunications facilities, Computer hardware and modem) to access or communicate with Online Banking.

#### **(c) Set-up.**

You will be responsible for the correct set-up of your computer and software, if any, which we provide to you. You should remember that it is important to read the license agreement for such software and exercise care to safeguard it and prevent its misuse by other persons. We will not be responsible for any malfunction of the software that we provide to you. If you notify us that the software is not functioning properly, we will replace the software promptly; however, replacement, or the reasonable cost of replacement of the software, shall be our liability to you. Neither we nor any of our service providers are liable for any damages (whether direct, indirect, special

or consequential or otherwise), including economic, software or other items necessary to operate Online Banking.

**(d) Warranty & Software Limitations.**

NEITHER WE NOR ANY SOFTWARE SUPPLIERS NOR ANY INFORMATION PROVIDERS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING THE SOFTWARE, EQUIPMENT, BROWSER, OR OTHER SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

**(e) Computer-related warranties.**

Neither we nor any software supplier nor information provider represents and warrants to you that the software we supply to you for Online Banking is free from any defects, computer viruses or other software-related problems. In the event of such defects or computer virus caused by the Online Banking software, our sole responsibility shall be limited to the replacement or the reasonable cost of replacement of the software we provided in connection with the Online Banking services. We will not be liable for any indirect, special, consequential, economic or other damages. In states which do not allow the exclusion or limitation or liability is limited to the extent permitted by applicable law.

**(f) Bill Payments.**

We are not responsible for postal delays or processing delays by the payee for any Bill Payment made through Online Banking.

General Limitation on Liability.

IN NO EVENT SHALL THE BANK BE LIABLE FOR SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT THE BANK HAS ADVISED YOU OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE ARISING OR RELATED TO YOUR USE OF ONLINE BANKING. IN STATES WHICH DO NOT ALLOW THE EXCLUSION OR LIMITATION, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

**4.0 FUNDS TRANSFER SERVICE FOR ACCOUNTS SUBJECT TO THE ELECTRONIC FUNDS TRANSFER ACT**

Some of the accounts to which you have household access through Online Banking may be governed by the Electronics Funds Transfer Act (EFTA) and Reg. E. In general, the EFTA and Reg E govern accounts established by a natural person primarily for personal, family or household purposes. The following terms and disclosures apply to accounts governed by the EFTA and Reg E ("EFTA Accounts"), and, with respect to EFTA Accounts, if there is any conflict between these disclosures and terms set forth elsewhere in this Agreement, these disclosures shall control. These disclosures do not apply to accounts that are not EFTA Accounts.

#### **4.1 Customer Liability.**

Tell us AT ONCE if you believe your Access ID and Password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within seven (7) days after the statement was mailed to you, you may not get back any money you lost after the 7 days if we prove that we could have stopped someone from taking money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may choose to extend the time periods. You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements.

#### **4.2 Preauthorized Transfers.**

A preauthorized electronic funds transfer (PEFT) is an electronic fund transfer that is authorized in advance and is scheduled to recur on a periodic basis. If a PEFT to your account is scheduled to occur at least once every sixty (60) days, you are entitled to notice of the transfer from us within two (2) business days after the scheduled transfer date, or we are required to provide a readily available telephone line you may call to determine whether the transfer occurred. We need not comply with the foregoing requirements, however, if the payor notifies you that the transfer has been initiated. If a PEFT from your account will vary in amount from the previous transfer under the same authorization, the person you are going to pay will notify you, ten (10) days before each payment, when it will be made and how much it will be. (You choose instead to get this payment only when the payment amount would differ by more than a certain amount from the previous payment, or when the payment would fall outside certain limits that you set). Under the EFTA and Reg E you have certain stop-payment rights and obligations for PEFT's. You can stop any PEFT by calling or writing us at least three (3) business days before the payment is scheduled to be made. If you stop payment by telephone, we may also require you to send us your request in writing within fourteen (14) days after you call.

#### **4.3 Bank's Responsibility.**

The Bank is responsible for completing transfers on time according to your properly entered and transmitted instructions. However, the Bank will not be liable for completing transfers:

- if, through no fault of ours, you do not have enough available money in the account

  - from which a payment or transfer is to be made, if the account has been closed, frozen, or is not in good standing, or if we reverse payment or transfer because of insufficient funds;

- if any transfer exceeds the credit limit of any account or under the Instructions of this

  - Agreement;

- if you have not properly followed software or Online Banking instructions on how to

- make a transfer or other transaction;
- if you have not given the Bank complete, correct, and current instructions, account numbers, Access ID and Password, or other identifying information so that the bank can properly credit your account or otherwise complete the transaction;
- if you receive a notice from a merchant or other institution that any payment or transfer you have made remains unpaid or has not been completed, and you fail to notify us promptly of that fact;
- if withdrawals from any of your linked accounts have been prohibited by a court order such as a garnishment or other legal process;
- if your Computer, your software, or Online Banking was not working properly and this problem should have been apparent to you when attempted to authorize a transfer;
- if you, or anyone you allow, commits fraud or violates any law or regulation;
- if circumstances beyond the Bank's control prevent making a transfer or payment, despite reasonable precautions that the Bank has taken. Such circumstances include telecommunications outages, postal strikes, delays caused by payees, fires, and floods.

There may be other exceptions to the Bank's liability as stated in the Account Agreements we have with you. IN ADDITION, THE BANK WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, ECONOMIC, OR OTHER DAMAGES ARISING OUT OF THE INSTALLATION, USE OR MAINTENANCE OF ONLINE BANKING AND/OR ITS RELATED EQUIPMENT, SOFTWARE, OR ONLINE SERVICES.

#### **4.4 Disclosure of Account Information To Others.**

To the extent necessary to carry out the Online Banking functions, the Bank may disclose information about your accounts to third parties in the following instances:

- when it is necessary for completing transfers;
- in order to verify the existence and condition of a Payment Account, such as a credit bureau, merchant, or for payee or holder of a check issued by Online Banking;
- in order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process, or in order to give information to any government agency or official having legal authority to request such information;
- to protect and enforce our rights;
- in order to share our experience with you with reputable credit reporting agencies as authorized under federal law. Under the Fair Credit reporting Act you have the right to make sure that your credit bureau reports are correct and accurate;
- In order to share information with our affiliates to the extent allowed by law;

- in order to contact with outside agents or service providers to prepare account statements, enter or calculate transactions and balances, or provide other materials or services on our behalf;
- if you give us your written permission (which may be by electronic or telecommunications transmission as well as on paper);
- to our employees, auditors, service providers, attorneys or collection agents in the course of their duties.

#### **4.5 Error Resolution.**

If you believe your Access Id and Password has become known by an unauthorized person, or that an unauthorized transaction has been or may be made from your account, alert the Bank immediately by calling us at 989-799-7500 or write us at:

1<sup>st</sup> State Bank  
PO Box 1468  
Saginaw, MI  
48605

- if you think your statement is wrong or if you need more information about a transaction listed on the statement, the Bank must hear from you no later than seven (7) days after it sends or delivers the FIRST statement on which the problem or error appeared. If you requested more information about a problem or error, the Bank must hear from you within seven (7) days after it sends or delivers that information to you.
- tell us your name and account number(s).
- tell us the type, time, date of the transaction and the dollar amount of the suspected error. 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. If you tell the Bank orally, it may require that you send in your complaint or question in writing within ten (10) business days after we hear from you and we will then in good faith attempt to correct any error promptly. If the Bank needs more time, however, it may take up to forty-five (45) days to investigate your complaint or question, in which case, the Bank will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes the Bank to complete its investigation. If the Bank asks you to put your complaint or questions in writing and does not receive it within ten (10) business days, the Bank may not re-credit your account. If the Bank decides that there was no error, it will send you a written explanation within three (3) business days after it finishes its investigation. You may ask for copies of the documents that the Bank used in its investigation.

#### **4.6 Fees.**

We will charge you the fees identified in section 6.0 of this Agreement in connection with your use of Online Banking, subject to Amendment as provided above.

## **5.0 MISCELLANEOUS**

### **5.1 Periodic Statements.**

Your Online Banking payments and transfers will be indicated on monthly statements we provide or make accessible by mail or delivery service. You have a right under federal law to receive such statements for accounts governed by the EFTA and Reg E. We may also provide or make accessible to you statement information electronically or by some other means. You agree to notify us promptly if you change your address or if you believe there are errors or unauthorized transactions in any statement, or statement information.

### **5.2 Business Days and Hours of Operation.**

Online Banking is generally available twenty-four (24) hours a day, seven (7) days a week. However, at certain times, some or all of Online Banking Service may not be available due to system maintenance. A transfer initiated through Online Banking before 7:00p.m. (Eastern Time) on a Business day is generally posted to your account the same day. All transfers completed after 7:00 p.m. (Eastern Time) on a Business Day or on a Saturday, Sunday or Bank Holiday will generally be posted on the next Business Day. Our Business Days are Monday through Friday. Saturday, Sunday and Bank Holidays are not included.

### **5.3 Notices and Communications.**

Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the current address that we have for you in our records. Notices from you will be effective when received by mail at the address specified in Section 2.8 above.

### **5.4 E-Mail Communications.**

In general, communications sent over the public Internet are not necessarily secure. Therefore, we will not send and we strongly suggest that you do not send any confidential account information. You agree that we may take a reasonable time to act on any e-mail. Correspondence that requires expeditious handling, for example, if you need to report an unauthorized transaction from one of your accounts, should be made by calling the Bank at 989-799-7500. Unless you have instructed us otherwise, you agree that we may send you electronic messages about products or services we offer.

### **5.5 Assignment.**

The Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party.

### **5.6 No Waiver.**

The Bank shall not be deemed to have waived any of its rights or remedies unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising its rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be constructed as a bar or waiver of any rights or remedies on future occasions.

### **5.7 Captions.**

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

**5.8 Governing Law.**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan, without regard to choice of law principles, and by laws of the United States. Your existing account relationship and Account Agreements with the Bank will continue to be governed by and construed in accordance with the laws governing those Account Agreements. You agree and consent to the exclusive jurisdiction of the courts of Michigan and the United States District Court for the District of Michigan in connection with any action or proceeding.

**5.9 Severability.**

Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law as possible to reflect the original intent of the Agreement, and the remaining portions shall remain in full force and effect.

**5.10 Copyright and Trademarks.**

The content, organization, graphics design, compilation, magnetic translation, digital conversion and other matters related to our web-site and Online Banking are protected under applicable copyrights, trademarks and other proprietary rights. The copying, redistribution, use or publication by you of any part of our website, except as allowed by this Agreement, is strictly prohibited. You do not by virtue of this Agreement acquire any ownership rights to any content, document or other materials accessed through our website or Online Banking. The posting of information or material on our website or Online Banking does not constitute a waiver by us of any proprietary or other right we have in such information or materials.

**6.0 ONLINE BANKING FEE SCHEDULE**

Online Internet Banking Access Only: No Fee

Online Internet Banking Access with Bill Pay Service:

Non-Business Customers: No Fee for the first 30 items each month. \$.50 for each item over 30.

Business Customers: No Fee for the first 50 items each month. \$.50 for each item over 50.

Transaction Fees are charged to the account from which the Bill Payment was made.

Stop Payment: \$ 25.00

Inactivity fee \$6 after 4 months.