

ESIGN Consent to Use Electronic Signatures and Documents

Please read this document carefully and print or save a copy for your reference.

This Commercial Bank ESIGN Disclosure and Consent (the "Disclosure") applies to Commercial Bank's mobile and online products and services, and any and all disclosures, notices, receipts, statements, and terms and conditions related to our products and services that you electronically access. This consent will remain effective until expressly withdrawn by you. Your consent does not mean that we must provide documents electronically but instead may deliver some or all of those documents electronically.

1. Agreement to receive Communications in electronic form. By selecting "Yes, I have read and accept the above agreement," you agree that we may provide you with all Communications related to Commercial Bank products and services in electronic format. You agree further that we may discontinue sending paper Communications to you unless you withdraw your consent as described below. Your consent remains in effect until you give us notice that you are withdrawing it.

"Communications" may include any customer agreements or amendments thereto, disclosures, notices, responses to claims, transaction histories, statements related to the maintenance or operation of products and accounts, privacy policies, and all other information related to the products or services, including but not limited to information that we are required by law or regulation to provide to you in writing.

2. Products and Services you have previously obtained and seek to obtain in the future. You may have previously sought to obtain a product or service from Commercial Bank. By consenting to this agreement, you agree that we may provide you with all Communications for those products or services in electronic format, regardless of whether you elected to do so in the past. You may seek to obtain new products and services from Commercial Bank. When you do, we may remind you that you have already given us your consent to provide you with all Communications in electronic format. If you then decide not to be provided with Communications in electronic format for a new product, your decision does not mean that you have withdrawn this consent for any other Commercial Bank product.

3. Form of Electronic Communications. All Communications that we provide to you in electronic form will be provided either (1) via email or (2) by access to a mobile application¹ or website.

4. Withdrawal of consent. You may withdraw your consent to receive Communications in electronic form through Online Banking under "Account Services" or on the mobile app under the "Profile" section. Please be aware that withdrawal of consent may result in the termination of your access to our mobile and online services. Any withdrawal of your consent to receive Electronic Communications will be effective only after we have a reasonable amount of time to process the withdrawal.

5. Updating your records. You agree to provide us with true, accurate, and complete email address and other contact information related to this Disclosure and your Commercial Bank accounts, and to update promptly any changes to that information. You can update your information through our online service or mobile app, or by calling us at 1-800-365-1622 or 1-800-547-8531, visiting your local branch or writing us at Commercial Bank, 101 N Pine River St, Ithaca MI 48847. If you fail to provide us with this information and electronic records are returned undelivered, a return mail fee will be assessed to your account. We will try to contact you by US mail to obtain an updated email address. If we are unable to obtain an updated email address, we will begin sending your statements via US mail to your most current street address on file. Fees may apply, please refer to the Fee Schedule provided to you at account opening or contact us for more information.

6. Hardware and software requirements. We do not officially support a specific operating system or particular browser. To receive all disclosures, notices, receipts, statements, and terms and conditions electronically related to our products and services, you must have access to:

- A current version of an internet browser we support or no more than one version behind;
- A connection to the internet;
- A current version of a program that reads and displays PDF documents, such as Adobe Reader®;
- A printer, if you wish to print your disclosures; and
- Sufficient electronic storage capacity, if you wish to retain disclosures, statements and notices in electronic form.

Mobile Device Requirements.¹ To access, view and retain copies of electronic disclosures, you must have a mobile device running on either iOS 8.0 or later or Android™ OS 4.0 (Ice Cream Sandwich) or later. To access, view and retain some disclosures, such as account statements, your mobile device must have internet access with a compatible browser and a mobile device version of a PDF reader installed on it. If you do not have a reader installed on your device, you can download the Adobe PDF reader for free at the app store respective to your mobile device as follows*:

- For iOS mobile devices, go to the Apple App StoreSM at:
<https://itunes.apple.com/us/app/adobe-acrobat-reader-view/id469337564?mt=8>
- For Android mobile devices, go to Google Play™ at:
<https://play.google.com/store/apps/details?id=com.adobe.reader&hl=en>
- For Kindle Fire devices, go to the Amazon App Store at:
https://www.amazon.com/Adobe-Acrobat-Reader-Reader-more/dp/B004SD5GZ4/ref=sr_1_1?s=mobile-apps&ie=UTF8&qid=1473433655&sr=1-1&keywords=kindle+fi+e+pdf+reader

* If you copy and paste one of these links to your web browser's address bar, you will proceed to an external third-party app store that is not owned by Commercial Bank. Commercial Bank does not provide, and is not responsible for, the product, service, overall website content, security, or privacy policies on any external third-party app store.

On the internet, you can sign in to Online Banking to access and view certain disclosures, such as account statements and eMessages with account notices.

Online Requirements. To access, view and retain copies of electronic disclosures online, you must have online Internet access using a browser that supports 128-bit, U.S. security level encryption, including any of the following:

From a **WINDOWS®** machine

- **Internet Explorer®** (9.0 or later)
- **Firefox®** (18.0 or later)
- **Chrome™** (25.0 or later) From

a **MACINTOSH®** machine

- **Firefox®** (18.0 or later)
- **Chrome™** (25.0 or later)
- **Safari®** (6.0 or later)

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7. Requesting paper copies. Even if you consent to receive Communications electronically, you can always obtain a paper copy by requesting one or by printing the Electronic Communication. We may charge you a reasonable fee for delivery of paper copies already provided electronically.

8. Images of Checks. Images of your checks may accompany your statements. If you checking account product does not include copies of your checks, you may still access copies of any available images through the hyperlink to your images within Online Banking. It is your responsibility to download those images for retrieval at a later time. You may be charged a fee for any research of those images performed by the bank. Please refer to the schedule of fees you received with your account opening.

9. Communications "in writing." All Communications in either electronic or paper format from us to you will be considered "in writing." Please print or download for your records a copy of this Disclosure and any other Communication that is important to you.

10. Termination/Changes. We may discontinue the provision of Electronic Communications or terminate or change the terms and conditions under which we provide Electronic Communications. We will provide you with notice of any such termination or change.

11. Liability. Commercial Bank shall not be responsible or liable for consequential or incidental damages for negligent performance by bank of its services, damages arising from unauthorized access to the estate management services or any costs associated with updating, modifying or terminating a customer's software or hardware. You agree to notify us immediately if you are unable to access any of the information that has been delivered to you by us in an electronic form or matter.

By providing your consent, you are confirming that you have the hardware and software described above, that you are able to receive and review Electronic Communications, that you can view the image at the hyperlink at the top of the statement preference page labeled "Sample Statement" and that you have an active email account. You are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, and delegates identified in respect of your Commercial Bank products and services.

¹Message and data rates may apply. Visit www.commercial-bank.com for more information.

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