

**COMMERCIAL BANK
RETAIL ONLINE BANKING AGREEMENT**

This Agreement is a contract that establishes the rules that cover electronic access to your accounts at Commercial Bank ("Bank") through our online banking platform ("OLB"). By using OLB, you accept all the terms and conditions of this Agreement. Please read it carefully.

The terms and conditions of the deposit agreements and disclosures for each of your bank accounts, as well as your other agreements with Bank, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of Michigan (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and Bank's successors and assigns. 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. This Agreement, together with the Fee Schedule, constitutes the entire agreement between you and Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

Definitions

As used in this Agreement, the words "we", "our", "us" and "Bank" mean Commercial Bank. "You" and "your" refer to the accountholder authorized by Bank to use OLB under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through OLB. "Account" or "accounts" means your accounts at Bank. "Electronic funds transfers" means ATM withdrawals, pre-authorized transactions, point of sale transactions, transfers to and from your Bank accounts using OLB, including bill payments. "OLB Services" means the services provided pursuant to this Agreement, including the Bill Payment Service. "Business days" means Monday through Friday. Federal holidays are not included.

Access

To access the Internet and Mobile banking services, you must have an email address and updated information on our system. You may self-enroll in OLB upon completing the required information to verify your identification. If the information does not match our system, you will have to contact the Bank to enroll. We undertake no obligation to monitor transactions through OLB to determine that they are made on behalf of the accountholder.

OLB Services

You can use OLB to check the balance of your bank accounts, view account histories, transfer funds between your bank accounts, order checks, make stop payment requests, change your address, and pay bills from your bank accounts in the amounts and on the dates you request if you qualified for the Bill Payment Service.

Hours of Access

You can use OLB seven days a week, twenty-four hours a day, although some or all OLB services may not be available occasionally due to emergency or scheduled OLB maintenance. We agree to post notice of any extended periods of non-availability on the OLB platform.

Your Password

For security purposes, you are required to change your password upon your initial login to OLB. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to OLB will be revoked. To re-establish your authorization to use OLB, you may use the reset password feature. If you should exceed the number of allowed password resets (3), you must contact us to have your password reset or to obtain a new temporary password.

Passwords are case sensitive and *must* be at least 8 characters long. Passwords cannot contain a tilde (~), colon (:), ampersand (&), single quote (‘), or double quote (“). The minimum password requirements include: (1) uppercase letter, (1) number, (1) special character.

For purposes of security, we strongly recommend that you create a password as complex as possible. Complex passwords include a combination of uppercase letters, lowercase letters, numbers, and/or special characters other than those mentioned above. The more complex the password, the harder it is for someone to access your account unauthorized. Your 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.

Security

You understand the importance of your role in preventing misuse of your accounts through OLB and you agree to promptly examine your periodic statement for each of your bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number and your personal identification information, such as your driver's license number and 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. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via OLB is encrypted in an effort to provide transmission security and OLB utilizes identification technology to verify that the sender and receiver of OLB transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the OLB 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. We cannot and do not warrant that all data transfers utilizing OLB, or email transmitted to and from us, will not be monitored or read by others.

Fees and Charges

You agree to pay the fees and charges for your use of OLB Services as set forth in the current Fee Schedule. You agree that all such fees and charges will be deducted from the checking account designated as the "Primary Checking Account". If you close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of OLB.

Posting of Transfers

Internal transfers initiated through OLB before 5:00 p.m. (Eastern Standard Time) on a business day are posted to your account the same day. Transfers completed after 5:00 p.m. (Eastern Standard Time) on a business day, Saturday, Sunday, or federal holiday, may be posted on the next business day. External transfers posted after 3:30 PM may be posted on the next business day. OLB identifies transfers based upon the login ID of the user who made the electronic transfer. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

Overdrafts (Order of Payments, Transfers, and other Withdrawals)

If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

- (1) Electronic fund transfers involving currency disbursements, like ATM withdrawals, will have priority;
- (2) Electronic fund transfers initiated through OLB which would result in an overdraft of your account may, at our discretion, be cancelled;
- (3) In the event the electronic fund transfers initiated through OLB which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

OLB Bill Payment Service

You must designate the bank account from which the payments are to be made, the complete name of the payee, the account number, and the payee's remittance address (all exactly as shown on the billing statement or invoice), the amount of the payment, and the date you want the payment to be debited from your account. If the date you want the payment to be debited from your account is not a business day, your account will be debited the next business day before 4:00 p.m. (Eastern Standard Time). By using the OLB Bill Payment Service option, you agree that, based upon instructions received under your password, we can charge your designated account by electronic transfer, "no signature required draft", or by debiting and remitting funds on your behalf. You also agree that your first OLB bill payment will be charged to your Primary Checking Account. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly.

Scheduling OLB Payments

If the payee is to be paid by paper check (as indicated on the Bill Payer list), you understand and agree that paper checks are mailed to the payee and the payee may not receive the payment until 5 to 10 business days after the date the payment is debited from your account. If the payee is to be paid electronically (as indicated on the Bill Payer list), you understand and agree that the payee may not receive the payment until 72 hours after the date the payment is debited from your account. You understand and agree that we are not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party such as the failure of the bill payment payee to properly post a payment to your account.

How to Cancel a Bill Payment

To cancel a bill payment that you have scheduled through OLB, you must cancel the payment online via OLB before 3:30 p.m. (Eastern Standard Time), on the date the payment is scheduled to be debited from your account. If you order us to cancel one of these payments in accordance with these instructions and we do not do so, we will be liable for your losses or damages.

Stop-Payment Requests

Stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from your account, you CANNOT cancel or stop a bill payment that has been paid electronically. You may be able to stop an OLB bill payment paid by paper draft by contacting us by telephone before the paper draft has cleared. (You will have to contact us by telephone to determine if the paper draft has cleared). If the paper draft has not cleared, we will immediately process your stop-payment request. We will notify you immediately if the paper draft has already cleared. To be effective, this type of stop-payment request must precisely identify the name of the payee, the payee-assigned account number, the amount and scheduled date of the payment, and the ID number from the Bill Payment View Posting Screen.

You may initiate stop-payment requests online via OLB only for paper checks you have written (non-electronically) on your bank accounts, not OLB bill payer paper drafts. Online stop-payment requests are processed at 9:00 a.m. on the business day following the date the stop payment has been requested online. To be effective, this type of stop-payment request must precisely identify the name of the payee, the check number, the amount, and the date of the check.

If you make your stop-payment request online or by telephone, we may also require you to put your request in the form of a paper writing and get it to us within 14 days after you call. You will incur stop-payment charges as disclosed in the current fee schedule for the applicable account.

Disclosure of Account Information and Transfers

You understand information about your accounts or the transfers you make may automatically be disclosed to others. As disclosed in the Bank's Privacy Notice, we will disclose information to third parties about your account or the transfers you make:

- (1) Where it is necessary for completing transfers, or
- (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau, or
- (3) For joint marketing with other financial institutions,
- (4) In order to comply with government agencies or court orders, or
- (5) If you give us your written permission.

You agree and hereby authorize all of these transfers of information.

Periodic Statements

You will not receive a separate OLB statement. Transfers to and from your accounts using OLB will appear on the respective periodic statements for your bank accounts.

Change in Terms

We may change any term of this Agreement at any time. If the change would result in increased fees for any OLB service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will forward any required change in terms notice to you by postal mail or will post it on the OLB Website and alert you by email that the notice of changes has been posted. If advance notice of the change is not required and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we may notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or the entire subject OLB Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce, or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments

Contact us at the telephone number or write us at the address provided elsewhere in this disclosure as soon as you can if you think your periodic statement is wrong or if you need more information about a transfer listed on your periodic statement. We must hear from you no later than 60 days after we sent the FIRST periodic statement upon which the problem or error appeared. When you contact us:

- (1) Tell us your name and account number.
- (2) Describe the error or transfer you are unsure about and explain, as clearly as you can, and why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.
- (4) If the suspected error relates to a bill payment made via the OLB Bill Payment Service, tell us the account number used to pay the bill, payee name, the date the payment was sent, payment amount, ID number, and the payee account number for the payment in question. (This information appears on the Bill Payment View Posting Screen).

If you contact us by telephone, we may require that you send us your complaint or question in the form of paper writing by postal mail or fax within 10 business days.

We will communicate to you the results of our investigation within 10 business days after you contact us and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 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 us to complete our investigation. For errors involving new accounts, we may take up to 20 business days to credit your account for the amount you think is in error and up to 90 days to investigate your complaint or questions. If we ask you to put your complaint or question in writing and WE DO NOT receive it in the form of a paper writing within 10 business days, we may not provisionally credit your account.

We will tell you the results within three (3) business days of completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we have made a provisional credit, a corresponding debit will be made from your account

Our Liability for Failure to Make a Transfer

If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make a transfer.
- (2) If a legal order directs us to prohibit withdrawals from the account.
- (3) If your account is closed or if it has been frozen.
- (4) If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
- (5) If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- (6) If any electronic terminal, telecommunication device, or any part of the OLB electronic funds transfer system is not working properly and you knew about the problem when you started the transfer.
- (7) If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment.
- (8) If you have not properly followed the on-screen instructions for using OLB.

(9) If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

Your Liability for Unauthorized Transfers

CONTACT US AT ONCE at the telephone number or mailing address provided elsewhere in this disclosure, if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any). If you contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission. If you do NOT contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as \$500.

Also, if your periodic statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the periodic statement was mailed to you, you may not get back any money you lost through transactions made after the 60-day time period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from contacting us, we will extend the time periods.

Disclaimer of Warranty and Limitation of Liability

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the OLB Services provided to you under this Agreement. We do not and cannot warrant that OLB will operate without errors, or that any or all OLB Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents, or contractors are not liable for any indirect, incidental, special, or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to OLB, including loss of profits, revenue, data, or use by you or any third party, whether in an action, in contract or tort, or based on a warranty. Further, in no event shall the liability of Bank and its affiliates exceed the amounts paid by you for the services provided to you through OLB.

Your Right to Terminate

You may cancel your OLB service at any time by providing us with written notice by postal mail or fax. Your access to OLB will be suspended within 3 business days of our receipt of your instructions to cancel the service, or in person at one of our branches. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

Our Right to Terminate

You agree that we can terminate or limit your access to OLB Services for any of the following reasons:

- (1) Without prior notice, if you have insufficient funds in any one of your Bank accounts. OLB service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- (2) If no OLB activity for six months.
- (3) Upon reasonable notice, for any other reason in our sole discretion.

Communications between Bank and You

Unless this Agreement provides otherwise, you can communicate with us by stopping in any of our offices, or in any one of the following ways:

Email

You may contact us by email at customers@commercial-bank.com (Please note that banking transactions through OLB are not made via email). Please note that email is not secure and should not be used to transmit sensitive, private information. To protect your privacy, lost/stolen reports, reports of unauthorized transactions, and reports of errors will **NOT** be accepted via email.

Telephone

You may contact us by telephone at (800) 547-8531.

Postal Mail

You may write to us at: Commercial Bank, 101 N. Pine River St., P.O. Box 280, Ithaca, MI 48847-0280.

Consent to Electronic Delivery of Notices

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by email or by posting the notice on the OLB Website and alerting you by email that the disclosures have been posted. You agree to notify us immediately of any change in your email address.

MOBILE BANKING and/or SMS TEXT MESSAGE

A. Introduction

Commercial Bank endeavors to provide you with the highest quality Mobile Banking and/or SMS Text Message (Msg) Banking available. By enrolling in Mobile Banking, you agree to all the terms and conditions contained in this Agreement and (the Disclosure "Agreement"). We may offer additional Electronic Banking services and features in the future. Any such added Mobile Banking and/or SMS Text Msg services and features will be governed by this Agreement. From time to time, we may amend these terms and modify or cancel the Mobile Banking and/or SMS Text Msg services we offer without notice, except as may be required by Law.

B. Definitions

As used in this Agreement and Mobile Banking and/or SMS Text Msg services, the following words with their meanings:

"Account(s)" means your eligible Commercial Bank Checking, Savings, Loans, CDs, Safe Deposit Box information along with limited bill pay features and location finder. "Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. Your wireless carrier may assess fees for data or text messaging services. Please consult your wireless plan or provider for details. "Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking. "SMS Text Messaging" means the banking services accessible from the Device you have registered with us for SMS Text Message Banking. Text the letter "C" for available commands.

C. Hardware and Software Requirements

You must have a Mobile Device that is acceptable to us and a wireless plan from a compatible mobile wireless provider. You must also use the operating system(s) and software that satisfies all technical specifications and other requirements that we and/or our service provider(s) establish and specify. We and/or our service provider(s) may change these specifications and/or requirements from time to time. The Bank is not responsible for any third-party software you may need to use the Services. You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended

maintenance, repairs, upgrades and replacements. Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use the Service. You must install and test your Mobile Device, your system, and any other required hardware and software before you make your first deposit through the Service. You accept any such software “as is” and subject to the terms and conditions of the software agreement that you enter into directly with the third-party software provider at the time of download and installation. We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using the Service, e-mail or the Internet. You agree that all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

D. Duty to Report Errors

We will provide you with periodic statements that will identify the deposits that you make through the Service. In addition, you may access the Bank’s online banking service for information about your deposits, return items, deposit adjustments, checks and other transactions on your accounts. You agree that it is your responsibility to review all such information that the Bank makes available to you in a timely manner to verify that deposits made through the Service have been received and accepted by the Bank and are accurate. Receipt of a check by the Bank through the Service does not constitute an acknowledgement by the Bank that the check is error-free or that we will be liable for the check. You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in your Bank Account Agreement. You may notify us using the secure messaging option inside Online Banking or by calling 800-547-8531. You agree to cooperate in any investigation by the Bank of any unsuccessful or lost transmission. Subject to applicable law, any failure by you to notify the Bank of any error, omission or other discrepancy in accordance with this Agreement and your Bank Account Agreement shall relieve the Bank of any liability for such error, omission or discrepancy.

E. User Conduct and User Security

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking and/or SMS Text Msg Banking. You agree not to leave your device unattended while logged into Mobile Banking and/or SMS Text Msg Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Mobile Banking and/or SMS Text Msg Banking you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account. We make no representation that any content or use of Mobile Banking and/or SMS Text Msg Banking is available for use in locations outside of the United States. Accessing Mobile Banking and/or SMS Text Msg Banking from locations outside of the United States is at your own risk. You agree not to use Mobile Banking and/or SMS Text Msg Banking or the content or information delivered through Mobile Banking and/or SMS Text Msg Banking in any way that would: (a) infringe any third-party copyright patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items including, but not limited to, use of Mobile Banking and/or SMS Text Msg Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking and/or SMS Text Msg banking; (i) interfere with or disrupt the use of Mobile Banking and/or SMS Text Msg banking

by any other user; or (j) use Mobile Banking and/or SMS Text Msg Banking in such a manner as to gain unauthorized entry or access to the computer systems of others. You agree that the Service is only for the personal use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking and/or SMS Text Msg Banking or resell, lease, rent or distribute access to Mobile Banking and/or SMS Text Msg Banking.

F. Indemnification

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Commercial Bank its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Mobile Banking and/or SMS Text Msg Banking.

G. Description of Services

Mobile Banking is offered as a supplemental service to our online banking services. It is not intended to replace access to online banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your Commercial Bank account information, make payments to payees, transfer funds and conduct other banking transactions. To utilize the Mobile Banking Service, you must be enrolled to use OLB and then enroll and activate your Device within the online banking system. We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Service at any time. Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. Commercial Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

SMS Text Message Banking is offered as a supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts. We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Service at any time. Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. Commercial Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues. In order to properly use Mobile & SMS Text Msg Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile & SMS Text Msg Banking. We may modify the service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device.

H. Agreement of Services

You agree that when you use Mobile & SMS Text Msg Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile & SMS Text Msg Banking (such as data usage or text messaging

charges imposed on you by your mobile service provider for your use of or interaction with Mobile & SMS Text Msg Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your Mobile and/or SMS Text Msg service provider is responsible for its products and services. You agree to any problems with your provider directly without involving us. Any deposit account, loan or other banking product accessed through this Service is also subject to the Account Agreements and Disclosures provided at the time of Account opening. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile & SMS Text Msg Banking.

I. Permitted Transactions

Internal Transfers

You may use the Service to transfer funds between your eligible Commercial Bank accounts ("Internal Transfer"). If you submit your transfer request prior to the deadline established by us for Mobile Banking transfer service, you will initiate an immediate Internal Transfer via Mobile Banking. Transfer transaction requests received after 5:00 p.m. EST on business days, may not be posted until the next business day. All transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next business day.

Mobile Deposits

Mobile Deposit Services are designed to allow you to make deposits to your checking accounts from your camera-enabled mobile device capable of capturing check images and information and electronically delivering the items and associated deposit information to the Bank or the Bank's designated processor. The device must capture an image of the front and back of each check to be deposited in accordance with the procedures; must read and capture the magnetic ink character recognition ("MICR") line on each check; and must read and capture all such other data and information as is required by this Agreement or Federal Reserve regulations for the processing of these checks for payment. Once you have used the Mobile Deposit Service to deposit a check you agree not to present, or allow anyone else to present, that original check or a substitute check of that original check again for deposit through the Service or by any other means. If you or anyone else present a check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend and hold the Bank harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such check or substitute check. You agree that we may debit from your Bank account the aggregate amount of any checks that that are deposited more than once. This violation may result in immediate termination of the Mobile Deposit Service. **Checks not drawn on a US bank and Traveler's Checks cannot be deposited through mobile deposit.**

1. Current Check Deposit Limits are \$3,000/3 checks per day or \$15,000/12 checks per month. These limits are subject to change without notice.
2. Processing Deadline:
Mobile Deposit Service transactions processed and approved by 3:00 p.m. EST (Monday through Friday) will be processed by us that day. Mobile Deposit Service transactions processed and approved after 3:00 p.m. EST will be processed the next business day. ***Depositing checks via mobile banking may cause a delay in processing.***
3. Image of Checks Deposited:
The image of an item transmitted to us using the Mobile Deposit Services must be legible and contain images of the front and back of the check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the

following information can clearly be read and understood by sight review of the check image: the amount of the check (both written and numeric); the payee; the signature of the drawer (maker); the date; the check number; the information identifying the drawer and the paying financial institution that is preprinted on the check including the MICR line; and all other information placed on the check prior to the time of an image of the check is captured (such as any required identification written on the front of the check and any endorsements applied to the back of the check).

4. Endorsements:

You agree to endorse any item transmitted through the Services as "FOR MOBILE DEPOSIT". You agree to follow any and all other procedures and instructions for use of the Mobile Deposit Services as we may establish from time to time. Endorsements must be made on the back of the check within 1 inch from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. **For a check payable to you and any joint owner(s) of your Commercial Bank account, the check must be endorsed by all such payees and you may only use Mobile Deposit to deposit such check into a Bank account jointly owned by all such payees. If the check is payable to you or your joint owner, either of you can endorse it. Checks not drawn on a US bank and Travelers Checks cannot be deposited through mobile deposit.**

5. Retention of Original Deposited Item:

Before destroying your original check, keep it in a secure location for 45 days following the successful completion of your deposit. Promptly after the 45-day retention period expires, you must destroy the original check by writing "VOID" on the check and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of the original check, the image will be the sole evidence of the original check. You agree that you will never represent the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid. Upon our request from time to time, you will deliver to us within two business days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account.

6. Rejection of Mobile Deposits:

After we receive check images and all other required deposit information from you through the Service, we shall provisionally credit your designated account for the total amount of such checks. The provisional credit is subject to final payment of the checks and is also subject to your Bank Account Agreement. You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits. The Bank is not liable for any service or late charges that may be imposed against you due to the Bank's rejection of any check that you transmit for deposit through the Service. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a check being returned. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any check transmitted through the Service in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a check for remote deposit, you must physically deposit the original check.

7. Unpaid Checks:

Should you fail to produce the original check, you authorize us to deduct that amount from your account, you are solely responsible for verifying that checks that you deposit by using the Service have been received and accepted for deposit by the Bank. The Bank will provide you with notice of any deposits that it is unable to process because checks were returned unpaid by the payer financial institution. You agree to accept such notices at your e-mail address on file with us, but we may choose any reasonable method for providing such notices to you. In the event that the Bank credits your account for a check that is subsequently dishonored and returned, you authorize the Bank to debit the amount of such check plus any associated fees from the account. Our right to charge your account(s) will apply without regard to whether the check was timely returned or whether there is any other claim or defense that the check was improperly returned. You understand and agree, that since the original Check is your property, it will not be returned and the Bank may charge back an image of the Check, an ACH debit, or other electronic or paper debit, as applicable, to your account. You further agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original check or a substitute check. You may not use the Service to deposit a substitute check and you may not deposit the original check through the Service or in any other manner if you receive a dishonored check. You agree to comply with any additional instructions we may provide to you in connection with returned checks.

8. Availability of Service:

In the event you are unable to capture, balance, process, produce or transmit a file to us, or otherwise comply with the terms or the procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all checks to the closest Bank location. The deposit of original checks at an office of the Bank shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

J. Data Security and Authentication of Service:

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately using the contact information above, if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement. You agree that we are entitled to act upon instructions we receive with respect to the Service under your user ID, password, test key or other code or authentication method that we require (these components are referred to herein collectively as your "Authentication Method"). You are liable for all transactions made or authorized with the use of your Authentication Method. We have no responsibility for establishing the identity of any person who uses your Authentication Method. You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under your Bank Account Agreement and this Agreement. You agree to take appropriate steps to ensure that all components of your Authentication Method are protected and kept confidential. You agree to indemnify and release us from any and all liability, and agree not to make any claim or bring any action against us, relating to our honoring or allowing any actions or transactions that are conducted under your Authentication Method or acting upon instructions, messages or authorizations provided to us using your Authentication Method. By accessing the Service with your Authentication Method, you authorize us to complete the requested transaction(s) through the Service. Any requests or instructions we receive from you through the Service using your Authentication Method shall be considered "in writing" under all applicable law and shall have the same force and legal effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit

transactions, checks deposited, check images, changes to accounts or services or any other communication you provide us through the Service using your Authentication Method. There is a time-out period for inactivity. After five minutes of inactivity, you will be automatically logged out of mobile banking.

K. Investigations of Transactions:

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP

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7. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of Michigan excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of Michigan and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.