



## Business Online Banking Service Agreement and Disclosure Statement

By subscribing to certain business computer banking and related services offered by First State Bank, a Michigan banking corporation, as described in this Service Agreement and Disclosure Statement (this "Agreement") and as otherwise made available by the Bank from time to time (collectively, "First State Bank Business Online Banking"), or by your initial access to First State Bank Business Online Banking, and in consideration of our allowing you access, you agree to the terms and conditions of this Agreement. Each reference in this Agreement to the "Bank", "First State Bank", "we", "us", or "our" refers to First State Bank, and each reference to "you" and "your" refers to each depositor, borrower, authorized signer, or authorized user for an account (as defined below) who is now or hereafter enrolled in any one or more of the First State Bank Internet Banking Services with respect to the account. Each time you use this service constitutes confirmation and reaffirmation by you of your agreement to and understanding of the terms of this Agreement and any screens that appear on your computer when you sign on to First State Bank's website. This agreement will be effective as of the date of our acceptance of this Agreement as evidenced by our issuance of a user ID and password as provided in Section 3. Please read this Agreement carefully and keep a copy of it for future reference.

### BROWSER SECURITY

First State Bank transmits data using SSL (Secure Socket Layer) technology that supports 128-bit key encryption. It is important to verify that a secure connection between your browser and the Internet Banking server has been established before transmitting any confidential account information over the Internet. This can be verified by an indicator on your web browser. Netscape Navigator has a key symbol that appears in the lower left corner of the screen. When the symbol appears "solid" transmitted data is being encrypted. When this symbol appears "broken", a secure session has not been established. Similarly, Microsoft Internet Explorer has a lock symbol that appears when data is being encrypted. When this symbol does not appear, a session is not secure.

### HOST SECURITY

First State Bank's web server does not connect directly to the Internet. It is buffered from the Internet through the use of a firewall. All access from outside the Bank must go through this firewall, which screens the requests and allows valid http traffic to reach the server.

### LINKS

Links to non-First State Bank websites, if available and contained in this site, are offered only as pointers to sources of information on subjects that may be of interest to users of First State Bank's website, and First State Bank is not responsible for the content of such sites as we have no control over what is displayed there. First State Bank does not guarantee the authenticity of documents at such sites, and links to non-First State Bank sites do not imply any endorsement of or responsibility for the ideas, opinions, information, products, or services offered at such sites. Use of links to any non-First State Bank site is solely at the user's own risk.

**1. HARDWARE AND SOFTWARE REQUIREMENTS:** To be able to use First State Bank Business Online Banking, you must provide your own personal computer (a "PC") with a modem and related equipment (the "hardware"). You also must provide the type of telephone service and/or Internet access service required by the hardware and/or the software. Once the hardware has been properly connected to the telephone service, and any required Internet access has been established, you will be able to access the First State Bank Business Online Banking through the PC banking service provider (the "Service Provider") that will act as an interface between you and the Bank. You are and will remain solely responsible for the purchase, hook-up, installation, loading, operation and maintenance of the hardware, the software, the telephone service, and the Internet access service (if applicable)

to your PC, and for all related costs. You are solely responsible for scanning the hardware and the software for computer viruses and other related problems before you use them.

**2. THE ACCOUNTS:** You agree to use First State Bank Business Online Banking solely for the services described in this Agreement and designated by you as provided in Section 5, and solely in connection with each deposit account (collectively, the "Deposit Accounts") and each loan account (collectively, the "Credit Account") held by the Bank, except as otherwise expressly provided in this Agreement or as otherwise expressly permitted by us from time to time. Under this Agreement, all accounts in which you are an authorized signer will be displayed and accessible for permissible transactions. If you utilize Online Bill Payment, at least one (1) of the Deposit Accounts must be a checking account with unlimited check-writing privileges.

**3. USER ID AND PASSWORD:** All First State Bank Business Online Banking transactions or inquiries must be initiated by use of your First State Bank Business Online Banking User ID and temporary password. The first time you sign on to First State Bank Business Online Banking, you will be required to select a new password. You may change your password from time to time, as provided in the software. The password format requires a minimum of six characters. It is recommended that you do not use your Social Security number, birthdays, names, or other codes that may be easy for others to determine as your password. No Bank employee will ever ask for your password, nor should you provide it to anyone unless you intend to allow that person access to your accounts. YOU AGREE TO KEEP YOUR PASSWORD CONFIDENTIAL. USE OF THE PASSWORD BY YOU OR BY ANY OTHER PERSON WITH YOUR AUTHORIZATION WILL BE CONSIDERED THE SAME AS YOUR WRITTEN SIGNATURE AUTHORIZING US TO COMPLETE ANY TRANSACTION OR REQUEST COMMUNICATED THROUGH THE FIRST STATE BANK BUSINESS ONLINE BANKING SERVICE. You agree that any First State Bank Business Online Banking transaction or request initiated by use of the user ID and password will be subject to and governed by this Agreement. You also agree that the security procedures implemented by First State Bank Business Online Banking are commercially reasonable (as defined by the applicable Michigan Uniform Commercial Code section) and such security procedures may be amended and changed as determined by First State Bank Business Online Banking.

If you authorize another person to use your user ID and password, that person can use First State Bank Business Online Banking to view any information or initiate any transaction on any of the accounts to the same extent as you, including viewing information or initiating transactions on accounts to which that person does not otherwise have access. As such, the sharing of your user ID and password is strongly discouraged by the Bank, and done at your sole risk and peril.

If a third party should gain access to your password, you alone are responsible for changing the password so as to deny the third party's access to your banking information. Given the electronic nature of these transactions, the Bank shall have no liability to you in the event a third party should gain access to your password through no fault of the Bank.

You should always log out of First State Bank Business Online Banking after you finish viewing your accounts. Never leave your computer unattended while accessing First State Bank Business Online Banking. If you should, a third party may be able to access your accounts from your terminal, without ever needing to use your password.

**4. BUSINESS DAYS:** Business days for First State Bank Business Online Banking are Monday through Friday, excluding holidays. You may access your designated accounts online 24 hours a day, 7 days a week. Note, however, that First State Bank and the service provider may perform regular maintenance on our systems or equipment, which may result in errors or interrupted service. We may also find it necessary to occasionally change the scope of our services. Although First State Bank will attempt to provide you notice we cannot guarantee you that interruptions and changes will not otherwise occur.

**5. ONLINE SERVICES:** You may use First State Bank Business Online Banking to perform any of the following services designated by you or subsequently added by you as provided below:

- a. To transfer funds between any deposit accounts, such as checking, savings or money market deposit accounts. Restrictions pursuant to regulations exist as to the number of transfers that may be completed in a single month;
- b. To receive and download balance and transaction information for First State Bank deposit and loan accounts;
- c. To pay bills electronically from a checking account with unlimited check-writing privileges;
- d. To reorder checks for your checking account;
- e. To stop payment on your checking account;
- f. To reprint a check or a statement;
- g. To pay or borrow on your loans to First State Bank or any of its affiliates within the amount approved;
- h. To wire transfer funds from your checking account; and
- i. To conduct "positive pay" operations as defined in Section 10.

Note that as used in this Agreement the "electronic fund transfer" has the meaning provided for that term in Regulation E and includes, without limitation an "internal transfer" or "bill payment" (other than a bill payment made by check or other paper item), as those terms are defined below.

#### **6. TRANSFERS TO AND FROM ACCOUNTS:**

- a. *Deposit Accounts* - You may use First State Bank Business Online Banking to initiate electronic fund transfers from one checking, savings or money market deposit account to any other checking, savings or money market deposit account, as provided in this Agreement. These types of transactions are referred to in this Agreement as "internal transfers". Restrictions apply pursuant to regulations as to the number of internal transfers which may be completed during a single month.
- b. *Authorization* - You expressly authorize us to debit the appropriate deposit account in the amount of any internal transfer initiated through First State Bank Business Online Banking by you or by any other person who is authorized to use your user ID or password. You agree that we may treat any such internal transfer from a deposit account the same as a duly executed written withdrawal, transfer, or check and that we may treat any such internal transfer to a deposit account the same as a deposit, all in accordance with the terms of this Agreement and your deposit agreement(s) with us.
- c. *Limitations* - Your ability to initiate internal transfers between deposit accounts may be limited by law and regulation or by the terms of your deposit agreement with us. Internal transfers from deposit accounts that are savings or money market deposit accounts are limited as required by federal regulation. You agree that we may, without notice or other obligation to you, refuse to make any internal transfer for security reasons or as otherwise expressly provided in this Agreement or your deposit agreement(s) with us.
- d. *Time of Internal Transfers; Posting; Funds Availability* - If you initiate an internal transfer of available funds on or before 7:00 p.m. Eastern Time on a business day, the internal transfer will be posted to the deposit account on the same business day. If you initiate an internal transfer after 7:00 p.m. Eastern Time on a business day, the internal transfer will be posted on the next business day. Transferred funds will be available for withdrawal on the business day following the business day the internal transfer is posted to

the deposit account. Please refer to the following schedule for posting and funds availability information (intervening holidays will alter this schedule):

<b>If bank transfer is initiated before 7:00 p.m. Eastern Time</b>	<b>Funds will be posted on:</b>	<b>Funds will be available on:</b>
Monday	Monday	Tuesday
Tuesday	Tuesday	Wednesday
Wednesday	Wednesday	Thursday
Thursday	Thursday	Friday
Friday	Friday	Saturday
Saturday	Monday	Tuesday
Sunday	Monday	Tuesday

Except as provided in this section, transferred funds will be available for use by transfer and/or withdrawal as provided in our Schedule of Funds Availability (the "Schedule of Funds Availability"). The schedule set forth above is additionally subject to the provisions of Sections 17 and 18.

**7. ACCOUNT INFORMATION:** You may use First State Bank Business Online Banking to receive, download, and store or print information regarding an account that is routinely set forth in the statement for the account, debits and credits made to the account, amounts and item numbers for items drawn on the account (if applicable), and the daily account balance (including interest credited to a deposit account and finance charges accrued on a loan account). If the account is a deposit account that consists of two or more sub-accounts, the information provided will be for the sub-accounts through which you have access to your funds in the account. All information provided via First State Bank Business Online Banking will be current as of the end of the preceding business day, but is subject to further adjustment and correction. Because the information made available to you is "raw data" furnished through the service provider and is subject to change, we cannot assure you of the accuracy or completeness of the information and expressly disclaim the same. You will still receive your usual periodic statement of account, and adjustments may have been made to your account in connection with the preparation of your statement.

**8. BILL PAYMENT SERVICE TERMS AND CONDITIONS:**

**SERVICE DEFINITIONS**

- a. "Service" means the bill payment service offered by First State Bank through CheckFree Services Corporation.
- b. "Agreement" means these terms and conditions of the bill payment service.
- c. "Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- d. "Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
- e. "Payment Account" is the checking account from which bill payments will be debited.
- f. "Billing Account" is the checking account from which all Service fees will be automatically debited.

- g. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays.
- h. "Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
- i. "Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.
- j. "Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

## **PAYMENT SCHEDULING**

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

## **THE SERVICE GUARANTEE**

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

## **PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE**

You represent and warrant that you are acting with full authority for the applying entity, and that you are duly authorized to execute this Agreement on behalf of the applying entity. By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- a. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- b. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
- c. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
- d. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

#### **PAYMENT METHODS**

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

#### **PAYMENT CANCELLATION REQUESTS**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

#### **STOP PAYMENT REQUESTS**

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

#### **PROHIBITED PAYMENTS**

Payments to Billers outside of the United States or its territories are prohibited through the Service.

#### **EXCEPTION PAYMENTS**

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late

payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

## **BILL DELIVERY AND PRESENTMENT**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

#### **EXCLUSIONS OF WARRANTIES**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **PASSWORD AND SECURITY**

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 1-855-744-4735 during Customer Service hours.

#### **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

#### **ERRORS AND QUESTIONS**

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

- a. Telephone us toll-free at 855-744-4735 during Customer Service hours;
- b. Contact us by using the application's e-messaging feature; and/or,
- c. Write us at:  
First State Bank  
24300 Little Mack  
St. Clair Shores, MI 48080

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:



- a. Tell us your name and Service account number;
- b. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
- c. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

#### **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make **ONLY** in the following situations:

- a. Where it is necessary for completing transactions;
- b. Where it is necessary for activating additional services;
- c. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- d. To a consumer reporting agency for research purposes only;
- e. In order to comply with a governmental agency or court orders; or,
- f. If you give us your written permission.

#### **SERVICE FEES AND ADDITIONAL CHARGES**

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

#### **FAILED OR RETURNED TRANSACTIONS**

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances, you will receive a return notice from the Service. In each such case, you agree that:

- a. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
- b. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
- c. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
- d. You will reimburse the Service for any fees or costs it incurs in attempting to collect the amount of the return from you; and,
- e. The Service is authorized to report the facts concerning the return to any credit reporting agency.

#### **ALTERATIONS AND AMENDMENTS**

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

#### **ADDRESS OR BANKING CHANGES**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

#### **SERVICE TERMINATION, CANCELLATION, OR SUSPENSION**

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact Customer Service via one of the following:

- a. Telephone us toll-free at 855-744-4735 during Customer Service hours; and/or
- b. Write us at:  
First State Bank  
24300 Little Mack  
St. Clair Shores, MI 48080

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

## **BILLER LIMITATION**

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

## **RETURNED PAYMENTS**

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

## **INFORMATION AUTHORIZATION**

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

## **DISPUTES**

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

## **ASSIGNMENT**

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

## **NO WAIVER**

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any 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 construed as a bar or waiver of any rights or remedies on future occasions.

## **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.

## GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

## 9. WIRE TRANSFERS:

- a. *Enrollment* - You may use First State Business Online Banking to initiate wire transfers from any checking account with unlimited check-writing privileges.
- b. *Authorization* - You agree that we may treat any wire transfer that was initiated through First State Bank Business Online Banking by you or any other person who uses your password the same as a duly executed written instruction to wire transfer. The Bank is not obligated to accept or execute any transfer request. Notice of rejection will be given to you by a means of our choice as soon as possible.
- c. *Time of Wire Transfer* - Transfer requests shall be transmitted to the Bank through First State Bank Business Online Banking in compliance with the cut-off hours established by the Bank from time to time. Wire transfer requests received during business hours will be automatically processed by the system. Wire transfer requests received after cut-off hours may at the Bank's option be treated as having been received on the next business day. The Bank is not responsible for the accuracy of a routing number or additional information supplied. The Bank shall have no liability for delays and mistakes, unless they are a direct result of the Bank's gross and willful negligence. The Bank is not responsible for delays or mistakes caused by others through whom it transmits funds including transfers not processed because of rules, regulations, or policies of the Federal Reserve Board which limits, in the aggregate, the amount that the Bank may transfer from time to time during any business day. In such an event, the Bank will notify you and effectuate the transfer as soon as reasonably possible thereafter. The Bank will not be required to make the transfer on the day in which the request is received, unless it is received within reasonable time before any cut-off hour established by the Bank. The Bank may use any means and routes, in its sole discretion, that it may consider suitable for the transmission of funds.
- d. *Cancellation* - Once a wire has been submitted, it should be considered processed. You have no right to cancel or amend a transfer order after it has been received by the Bank.
- e. *Drawdown Transfers* - If you desire to have another financial institution initiate a Repetitive Transfer or Non-Repetitive Transfer whereby another financial institution acts as an Authorized Representative to initiate a wire transfer request to move funds from the FSB demand deposit/checking account to an account at the other financial institution ("Drawdown Transfer"), you must execute the Bank approved form for such request.
- f. *Confirmation* - For a fee, the Bank will provide you with confirmation of each transfer request to the fax number(s) or mail address(es) of your choice. E-mail confirmations will be provided free of charge to designated e-mail addresses specified by you. Should these options not be chosen, all wire transfer confirmations will be provided to the address contained in our records or through First State Bank Business Online Banking. You agree to examine and immediately notify the Bank within 10 days of any

discrepancy or error. Your failure to do so within the time period means that the wire transfer was correct and authorized.

- g. *Liability* - The Bank shall not be liable for any special, consequential, punitive or indirect loss or damage, including attorney's fees suffered by you in connection with a wire transfer request, regardless of whether the Bank knew or should have known such damages might be incurred.

#### 10. "POSITIVE PAY":

- a. *Enrollment* - You may use First State Bank Business Online Banking to compare the checks that you have written with those presented for payment on your checking account.
- b. *Customer's Duties* - To engage in the Positive Pay process, you agree to generate a daily check "issue" file (with the complete information as determined by the Bank) from your software and to forward the "issue" file to the Bank at an electronic address to be provided to you by the Bank. The Bank may rely and act upon the "issue" file information it receives from you or any other person who uses your password the same as if provided by you in written instructions. The Bank is not responsible for the timeliness, the completeness nor the accuracy of the "issue" information provided to us.
- c. *Process* - As checks are posted to your account, they will be compared by the Bank's software system against the "issue" file that you have provided. If the Bank determines that a check and its corresponding "issue" match, the check is marked as reconciled and retained in the database for 180 days. In the event of a reconciled check, no action is needed by you. If the Bank determines that an exception between the check and "issue" exists, you will be notified by e-mail (at the address you provide) that an exception (*i.e.* a mismatch in the check number, amount or date, duplicate checks, lack of information in the "issue" file for the check, or the check amount exceeds a pre-determined amount) exists and that action by you is required in the form of approving the check for payment or rejecting its payment. You must respond to the Bank's e-mail notice by 1:00 p.m. on the date it is sent. If you fail to provide the Bank with instructions as to approval or rejection of the check within by the deadline, the check will be rejected and returned unpaid.
- d. *Liability* - The Bank shall not be liable for any special, consequential, punitive or indirect loss or damage, including attorney's fees suffered by you in connection with positive pay, regardless of whether the Bank knew or should have known such damages might be incurred.

#### 11. AUTOMATED CLEARING HOUSE ("ACH") DEBIT FILTER SERVICE:

- a. *Enrollment* – You may participate in First State Bank's ACH Debit Filter Service to block and/or approve incoming ACH debit transactions to designated accounts per your specific instructions.
- b. *Process* – Once an ACH Debit Filter Request Form has been processed, all incoming ACH debit transactions posting to the specified account number will be monitored. Transactions will fall into one of three categories. The first two categories may be created on a per-transaction basis or for all incoming ACH debits. The third category may be used on a per-transaction basis only:
  - 1. *Block and Return* – Incoming ACH debit transactions will be blocked from posting to the designated account number and will be returned to the originating entity. Although the Debit Filter will serve as sufficient documentation to initiate the return, a stop payment form will need to be signed and submitted to the Bank within three business days of the transaction being returned.

2. *Block and Review* – The system will block incoming ACH debit transactions from posting to the designated account number and will need to be reviewed by you before they can be approved and posted to the designated account number. Although the Debit Filter will serve as sufficient documentation to initiate the return, a stop payment form will need to be signed and submitted to the Bank within three business days of the transaction being returned.
3. *Allow* – Incoming ACH debit transactions designated to Allow will be automatically posted to the designated account number without being blocked by an existing Block and Return or Block and Review filter.

Our service provider will send you notification for all transactions being blocked as part of a Block and Return or Block and Review filter. Notifications will be sent in e-mail format to an address specified by you on the ACH Debit Filter Request Form. In the event that transactions need to be reviewed, you will need to forward the e-mail notification received by the Bank to [ACHDept@thefsb.com](mailto:ACHDept@thefsb.com) with your decision to either pay or return the item. Failure to notify the Bank by 1:00 p.m. on the date that the e-mail notification is sent will result in the payment being paid and posted to your account.

- a. *Customer's Duties* - To begin utilizing the ACH Debit Filter product, an ACH Debit Filter Request Form must be completed in its entirety and signed by you. A separate request form must be completed for each individual filter request. All per-transaction requests require you to provide "Originating Company" information in the form of a Company Name and Company ID. Originating company information must be provided where requested in exactly the same format as is used to process ACH debit transactions. The signed ACH Debit Filter Request Form must be submitted to the Bank a minimum of 3 business days before the requested effective date to allow ample time for processing. You agree to review all e-mail notifications regarding activity for your accounts and to appropriately forward your decision for all pending transactions before the cutoff time specified as part of the process.
- b. *Returned or Rejected Payments* – To comply with the operating rules of the National Automated Clearing House Association ("NACHA"), you agree to provide the Bank with signed documentation as requested within three business days of any transaction being returned. Failure to provide such documentation by the end of the third business day following the return will result in immediate removal of all ACH Debit Filters from your account.
- c. *Fees* – As outlined in Section 13, fees for this service can be charged in accordance with the Business Account Service Schedule.
- d. *Cancellation of Service* – To cancel an ACH Debit Filter, you must sign and date a copy of the original ACH Debit Filter Request Form, citing your intention to cancel the service. The filter will be removed from the system within 3 business days of receiving the cancellation request.
- e. *Liability* – The Bank shall not be liable for any transactions paid in error due to information improperly provided on the ACH Debit Filter Request Form or for transactions paid within three business days of receipt of the Form. The Bank shall not be liable for any transactions posted to your account that were not decided before the cutoff time specified or for decisions not properly forwarded to the correct e-mail address. The Bank shall not be liable for any special, consequential, punitive or indirect loss or damage, including attorney's fees suffered by you in connection with ACH Debit Filter, regardless of whether the Bank knew or should have known such damages might be incurred.

**12. ADDITIONAL SERVICE:** We may, from time to time, make additional services available through First State Bank Business Online Banking. We will notify you of the availability and terms of these new services. By using these additional services when they become available, you agree to be bound by this Agreement and any additional instructions, procedures and terms provided to you with respect to each of these new services.

**13. FEES AND CHARGES:** First State Bank Business Online Banking is furnished at no charge. You will be solely responsible for all tariffs, duties, or taxes imposed by any government or governmental agency in connection with any transfer made pursuant to this Agreement and for all telephone charges, Internet access service charges, tools tariffs, and other costs for online sessions initiated by you. There may be other costs and charges associated with your accounts and transactions you conduct with regard thereto. Please refer to the service schedule for details.

**14. ERRORS AND ADJUSTMENTS:** Pursuant to the terms and procedures set forth in this agreement, we agree to correct any error made in crediting or debiting any account by making the appropriate adjustment to your account balance. You agree to repay promptly any amount credited to your account in error, and you authorize us to initiate a debit transfer to any account to obtain payment of any erroneous credit.

**15. ACCOUNT RECONCILIATION:** The deposit account statements or other notices provided to you by us will notify you of (a) the execution of internal transfers or bill payments and the debits to the deposit account made with respect to such internal transfers and bill payments, and (b) amounts debited by the First State Bank from the billing account or any other account for payment of the services or other charges pursuant to this Agreement. You agree that we will not be required to provide any other notice to you of the execution of internal transfers, bill payments, or debits. You agree to promptly examine each statement for a deposit account and to promptly report any discrepancies between your records and the deposit account statements or any other notices mailed by the Bank to you, as provided in Section 20.

**16. SETTLEMENT OF OBLIGATIONS:** To the fullest extent permitted by applicable law, you authorize us to obtain payment of your obligations to us under this Agreement from time to time by (a) initiating debit or credit transfers to any of the accounts or (b) deducting the payment from the amount of any internal transfer or bill payment. Such obligations include, without limitation; fees owed to us and settlement for internal transfers or bill payments initiated through First State Bank Business Online Banking. At the time any account is closed (whether by you, by us, or otherwise) or First State Bank Business Online Banking is terminated (whether by you, by us, or otherwise), you agree that all such obligations will be immediately due and payable to us, and you authorize us to withhold the amount of any such obligations from any account. Debiting an account or deducting payment from the amount of any internal transfer or bill payment is not the Bank's exclusive remedy under this or any other section of this Agreement and the Bank will not be deemed to have made an election of remedies by making any such debit or deduction on any one or more occasions.

**17. BANK'S LIABILITY FOR FAILURE TO MAKE OR STOP CERTAIN ELECTRONIC FUND TRANSFERS OR WIRE**

**TRANSFERS:** If we do not complete an electronic fund transfer or wire transfer to or from a deposit account in a reasonable amount of time or in the correct amount according to our Agreement with you, we will only be liable for your direct losses or actual damages, but in no event shall First State Bank be liable in any manner in certain instances including, but not limited to the following:

- a. If, through no fault of ours, you do not have enough money in the deposit account (or any linked account) to make the electronic fund transfer or wire transfer,
- b. If the electronic fund transfer or wire transfer would go over the credit limit on any check overdraft protection line of credit account linked to the deposit account and First State Bank decides in its sole and absolute discretion not to honor your request,
- c. If you have not completely and properly followed the terms of this Agreement or instructions provided by the software regarding how to make an electronic fund transfer or wire transfer,
- d. If any data or instruction transmitted via First State Bank Business Online Banking is inaccurate or incomplete,
- e. If you do not initiate an electronic fund transfer or wire transfer according to the time limits set forth in this Agreement,

- f. If the electronic fund transfer or wire transfer has been transferred from the deposit account to a third party, including, without limitation, any third party through which payment is made and any payee or its financial institution,
- g. If the hardware, the software, the service provider, or any part of the First State Bank Business Online Banking, including the bill payment service, was not working properly and you knew about the breakdown when you started your electronic fund transfer or wire transfer,
- h. If circumstances beyond our control, such as an act of God, failure, delay, or error on the part of any third-party service provider (including, without limitation, the service provider, the United States Postal Service or any other delivery service), power outage, difficulty with telephone or cable lines or satellite communications, difficulty with any hardware, the software, or the service provider, computer virus or related problem, or cessation of the operation of the service provider or the arrangement between the Bank and the service provider prevents or delays the electronic fund transfer or wire transfer,
- i. If funds intended to be transferred are being held or frozen or are subject to legal proceedings,
- j. If the funds in the deposit account are unavailable (funds are only conditionally credited until they become available for withdrawal),
- k. If your user ID or password have been reported lost or stolen or if we have any other reason to believe that an electronic fund transfer or wire transfer may be erroneous or unauthorized,
- l. If you, any joint holder, or an authorized cosigner on a deposit account has requested that we stop payment of the electronic fund transfer or wire transfer,
- m. If you have exceeded the limitations on the number of withdrawals or transfers allowed during the statement period for the type of deposit account you have with us (e.g., certain types of savings accounts, including money market deposit accounts),
- n. If the deposit account has been closed,
- o. If we do not receive the necessary transfer information from you or any third party, or if such information is incomplete or erroneous when received by us, or
- p. There may be other exceptions stated in this or any other applicable agreement that we may have with you.

**18. LIMITS ON BANK'S LIABILITY:** Our liability for electronic funds transfers made to or from deposit accounts is also governed by Sections 17 and 19. If any provision herein is inconsistent with any provision of Section 17 or Section 19 or any provision of applicable law that cannot be varied or waived by agreement, the provisions of those sections and/or applicable law shall control. To the fullest extent permitted by applicable law, you agree that we will have no liability whatsoever for any loss, damage, or claim arising out of any delay or failure in the performance of any First State Bank Business Online Banking in accordance with the terms of this Agreement, including but not limited to, that resulting from our negligence. Our duties and responsibilities to you are strictly limited to those described in this Agreement, except with respect to any provisions of the law applying to electronic fund transfers that cannot be varied or waived by agreement. In no event will the Bank be liable for any consequential, special, or punitive damages or for any indirect loss that you may incur or suffer in connection with the service (even if the Bank has been informed of the possibility of such damages), including, without limitation, attorneys fees. The service provider is an independent contractor and not the Bank's agent. The Bank's sole duty shall be to exercise reasonable care in the initial selection of the service provider.



YOU ACKNOWLEDGE THAT NO EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OR A PARTICULAR PURPOSE, IS MADE BY THE BANK WITH RESPECT TO FIRST STATE BANK BUSINESS ONLINE BANKING OR THE SOFTWARE, AND THE BANK HEREBY DISCLAIMS ALL SUCH WARRANTIES.

The only warranties are those provided by the licensor of the software and set forth on the software package. To the fullest extent permitted by applicable law, and without limiting the generality of the foregoing, the Bank shall not be liable at any time to you or any other person for any loss, charge, fee, penalty, expense or other damage resulting from any failure or delay of the performance of the Bank's responsibilities under this Agreement which is caused or occasioned by any act or thing beyond the Bank's reasonable control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure, electrical or computer failure, war, emergency conditions, acts of God, fire, storm, or other catastrophe, or inability to obtain or delay in obtaining wire services or Internet access, or refusal or delay by the service provider or another bank or financial institution to execute any internal transfer or bill payment. In addition, the Bank shall be excused from any failure or delay in executing an internal transfer or bill payment, if such execution would result in the violation of any applicable state or federal law, rule, regulation or guideline. To the fullest extent permitted by applicable law, you agree that the Bank shall not have any liability whatsoever for any loss caused by the act, error, or omission of you or any other person, including, without limitation, the service provider, any Internet access service provider, any Federal Reserve Bank or transmission or communications facility or any intermediary or receiving financial institution, and no such person shall be deemed the Bank's agent.

**19. YOUR LIABILITY FOR UNAUTHORIZED OR ERRONEOUS TRANSFERS:** To the fullest extent permitted by applicable law, you agree to be responsible for all unauthorized or erroneous transactions initiated through First State Bank Business Online Banking. You have the obligation to immediately notify the Bank if your password has been lost or stolen, or if someone has transferred funds from your account through First State Bank Business Online Banking without your permission (or is contemplating do so). The following provisions of this section apply only to your liability for unauthorized electronic fund transfers. An "unauthorized electronic fund transfer" means an electronic fund transfer from a deposit account that is initiated by another person without your authority to initiate the electronic fund transfer(s) and from which you receive no benefit. The term does not include any First State Bank Business Online Banking electronic fund transfer that is initiated by a person to whom you furnished your password, unless you have notified us that electronic fund transfers by that person are no longer authorized and we have had reasonable opportunity to act on that notification. We may require that the notice be in writing. You could lose all the money in your deposit account, some or all of the money in any linked account, or up to your maximum overdraft line of credit if you have a check overdraft protection line of credit, if you fail or refuse to immediately advise the Bank of the unauthorized use of your password. If your statement shows electronic fund transfers that you did not make, tell us at once. If you do not tell us within sixty (60) calendar days after the statement was mailed to you, you shall not be entitled to assert a claim against the Bank, nor be entitled to any damages from the Bank, as to said unauthorized transfers. This sixty (60) day limitation is without regard as to the standard of care exercised by the Bank.

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from a deposit account without your permission contact the Bank toll-free at: 866-372-1275 or write:

First State Bank  
Online Banking Department  
24300 Little Mack  
St. Clair Shores, MI 48080

**20. REJECTION OF PAYMENT ORDERS; OVERDRAFTS:** You acknowledge that the Bank or the service provider may from time to time, in its sole discretion, reject any internal transfer or bill payment request (any "payment order") or return any internal transfer or bill payment (a) if there are insufficient or unavailable funds in the deposit account or the deposit account has been closed or is frozen, (b) if the payment order does not conform to the

terms of this Agreement or the software, or (c) if the payment order appears to be a duplicate, but neither the Bank nor the service provider is under any obligation to recognize that a payment is a duplicate and you should not rely on the Bank or the service provider to do so. If a payment order is rejected or an internal transfer or bill payment is returned, either the Bank or the service provider will notify you and you will have the sole obligation to remake the payment order in accordance with the terms of this Agreement and the software. The Bank or the service provider may from time to time, in its sole discretion and without any obligation to do so, execute any payment order or make any internal transfer or bill payment even though an overdraft to the account results.

To the extent permitted by applicable law, you agree that neither the Bank nor the service provider will have any liability whatsoever for refusing to accept any payment order or rejecting or returning any internal transfer or bill payment. If an overdraft occurs in a deposit account, you agree to cause sufficient available funds to pay the amount of the overdraft to be deposited into or credited to the deposit account before the end of that business day. Any overdraft existing at the close of a business day is immediately due and payable without notice or demand.

**21. DISCLOSURE OF DEPOSIT ACCOUNT INFORMATION TO THIRD PARTIES:** Pursuant to our Privacy Policy, you agree that we may from time to time disclose to third parties information about your deposit account or the transactions that you make through First State Bank Business Online Banking. We will disclose information to third parties about your deposit account or the transfers you make:

- a. Where it is necessary for completing internal transfers or bill payment or providing any other service in connection with First State Bank Business Online Banking; or
- b. In order to verify the existence and condition of your deposit account for a third party, such as a credit bureau or merchant; or
- c. In order to comply with government agency or court orders; or
- d. If you give us your written permission.

**22. OTHER AGREEMENTS; SEVERABILITY; GOVERNING LAW:** The terms and conditions of this Agreement are cumulative with and in addition to any terms of the signature cards or account agreements for your deposit account(s), the applicable account disclosures, the Service Schedule, the Schedule of Funds Availability, the Bank's Electronic Fund Transfer Agreement and Disclosure Statement, the agreements governing the credit accounts, and the Application, all as may be amended from time to time. In the event of any conflict between this Agreement and the content of the software or any related materials regarding the Bank's obligations to you, the terms of this Agreement will control. If any provision of this Agreement is unlawful or unenforceable, each such provision or writing will be without force and effect without thereby affecting any other provision hereof. No consumer protection provision of the federal Electronic Fund Transfer Act or Federal Reserve Board Regulation E is intended to be waived by you under this Agreement unless the waiver is permitted by law. The parties agree to be bound by the operating rules and guidelines of the National Automated Clearing House Association and the applicable local automated clearing house association as in effect from time to time with respect to all automated clearing house transfers made hereunder. This Agreement will be governed by the substantive laws of the United States, applicable federal regulations, and to the extent not inconsistent therewith, the laws of the state where our offices holding the account(s) is located, without regard to such state's rules regarding conflict of laws.

**23. AMENDMENTS:** We may amend this Agreement from time to time. Each amendment will be effected by our mailing or otherwise delivering the amendment, revised agreement and/or notice thereof to you in accordance with applicable federal and state laws. If no federal or state law specifically governs the amendment, the amendment shall be effected by mailing or otherwise delivering it to you, including but limited to making it available to you through First State Bank Business Online Banking or positing it in our full-service branch offices at least 10 calendar days prior to the effective date of the amendment. Notwithstanding the foregoing and to the extent permitted by applicable law, we may change any term of this Agreement without prior notice or obligation

to you: (a) if the software or the service provider changes any term without providing us sufficient notice to enable us to properly notify you; (b) for security reasons; (c) to comply with applicable law; or (d) as otherwise expressly provided in this Agreement.

**24. TERMINATION:** You agree that we may cancel or restrict your use of First State Bank Business Online Banking at any time upon such notice (including e-mail) as is reasonable under the circumstances. You may cancel First State Bank Business Online Banking by written request (including e-mail) to the Bank at any time. If you cancel the bill payment service, all pending and/or recurring bill payments will be automatically canceled.

**25. ASSIGNMENT:** You may not assign all or any part of your rights or obligations under this Agreement without our prior expressed consent, which may be withheld in our sole discretion. We may assign or delegate all or any part of our rights or obligations under this Agreement, including, without limitation, the performance of the services described herein. This Agreement will be binding on and inure to the benefit of the successors and assigns of either party.

**26. NO THIRD-PARTY BENEFICIARIES:** This Agreement is for the benefit of you and the Bank and is not intended to grant, and shall not be construed as granting, any rights to or otherwise benefiting any other person, except as expressly otherwise provided in this Agreement.

**27. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER:** This agreement shall be governed by and construed in accordance with Michigan law. In the event any litigation is instituted to enforce or interpret the terms of this Agreement, you agree that the exclusive forum therefore shall be the Circuit Court of Macomb County, Michigan. In the event that the Bank is the prevailing party, the Bank shall be entitled to reimbursement of reasonable attorneys' fees and costs incurred including, but not limited to, those incurred incident to any appeal. YOU AND THE BANK HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ALL DISPUTES, CONTROVERSIES AND CLAIMS BY, BETWEEN OR AGAINST EITHER YOU OR THE BANK WHETHER THE DISPUTE, CONTROVERSY OR CLAIM IS SUBMITTED TO ARBITRATION OR IS DECIDED BY A COURT.

**28. OWNERSHIP AND MATERIALS:** The content and information on our website is the property of First State Bank and may not be duplicated or copied.

\_\_\_\_\_  
(Company Name)

FIRST STATE BANK  
(Financial Institution)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_