



Online Banking and Bill Payment Service Agreement and Disclosure Statement

By completing the Enrollment Form to subscribe to certain personal 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 Online Banking Service"), or by your initial access to First State Bank Online Banking Service, 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 Online Banking Service with respect to the account. Each time you use this service constitutes confirmation 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 Web Site. This agreement will be effective as of the date of our acceptance of this Agreement as evidenced by our issuance of a PIN to you as provided in Section 3. Please read this Agreement carefully and keep 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 Online 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 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 only valid http traffic to reach the server. First State Bank makes use of an ICSA certified firewall.

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 Online Banking Service, 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 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 Online Banking Service 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. Generally, you agree to use First State Bank Online Banking Service solely for the services described in this Agreement and designated by you in the Enrollment Form or subsequently 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

enroll for Online Bill Payment, at least one (1) of the Deposit Accounts must be a checking account with unlimited check-writing privileges.

3. PASSWORD; Confidentiality of PASSWORD. All First State Bank Online Banking Service transactions or inquiries must be initiated by use of your First State Bank Internet Banking Service PASSWORD. We, or our agent, will assign you a PASSWORD after we have accepted your Enrollment Form. The first time you sign on to First State Bank Online Banking Service 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 ONLINE BANKING SERVICE. You agree that any First State Bank Online Banking Service online transaction or request initiated by use of the PASSWORD will be subject to and governed by this Agreement.

If you authorize another person to use your PASSWORD, that person can use First State Bank Online Banking Service 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, your sharing of your 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 exit First State Bank Online Banking Service after you finish viewing your accounts. Never leave your computer unattended while accessing First State Bank online. 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 the First State Bank Online Banking Service are Monday through Friday, excluding holidays. You may access your designated accounts online 24 hours a day, seven days a week, except 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. First State Bank cannot guarantee that we will be able to provide notice of such interruptions and changes, although we will attempt to provide such notice.

5. Online Services. You may use First State Bank Online Banking Service to perform any of the following services designated by you in the Application 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;
- b. To receive and download balance and transaction information for First State Bank deposit and loan accounts;
- c. To pay bills electronically from a Deposit Account that is a checking account with unlimited check-writing privileges;
- d. To receive e-mail from and transmit e-mail to the Bank, all as described in this Agreement and the Software. You may sign up for or cancel any service by contacting First State Bank. As used in this Agreement, the term "electronic fund transfer" has the meaning provided for that term in Regulation E and includes, without limitation, a bank transfer or bill payment (other than a bill payment made by check or other paper item), as these terms are defined below.

- e. To reorder checks for your checking account.
- f. To stop payment on your checking account:
- g. To request a reprint of a check or a statement:
- h. To pay your First State Bank loans or any of its affiliates.

6. Transfers to and from Accounts.

- a. Deposit Accounts. You may use First State Bank Online Banking Service to initiate electronic fund transfers from one Deposit Account that is a checking, savings or money market deposit account to any other Deposit Account that is a checking, savings or money market deposit account, as provided in this Agreement. These types of transactions are referred to in this Agreement as "bank transfers".
- b. Authorization. You expressly authorize us to debit the appropriate Deposit Account in the amount of any bank transfer initiated through First State Bank Online Banking Service online banking by you or by any other person who is authorized to use your PASSWORD. You agree that we may treat any such bank transfer from a Deposit Account the same as a duly executed written withdrawal, transfer, or check and that we may treat any such bank 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 bank transfers between Deposit Accounts may be limited by federal law or by the terms of your deposit agreement with us. Bank 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 bank transfer for security reasons or as otherwise expressly provided in this Agreement or your deposit agreement with us.
- d. Time of bank transfers; posting; funds availability. If you initiate a bank transfer of available funds on or before 7 p.m. Eastern Time on a business day, the bank transfer will be posted to the Deposit Account on the same business day. If you initiate a bank transfer other than before 7 p.m. Eastern Time on a business day, the bank 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 bank transfer is posted to the Deposit Account. Please refer to the following schedule for posting and funds availability information (intervening holidays with alter this schedule):

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

Except as expressly otherwise provided in this Section, transferred funds will be available for transfer and withdrawal as provided in our Schedule of Funds Availability (the "Schedule of Funds Availability"). The schedules provided in this Section are subject to the provisions of Section 15 and 16.

7. Account Information. You may use First State Bank Online Banking Service 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 account information provided will be for the sub-accounts through which you have access to your funds in the account. All account information provided via First State Bank Online Banking Service will be current as of the end of the preceding business day, and is subject to further adjustment and correction. Because the information is 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.

- a. **Payment Accounts.** If you have enrolled in the optional bill payment service, you may use First State Bank Online Banking Service to initiate payments from any Deposit Account that is a checking account with unlimited check-writing privileges (a "Payment Account") to pay obligations owed to certain third parties in the United States, including, without limitation, any First State Bank mortgage, installment loan, credit card or line of credit account, and those of any affiliate of First State Bank. These types of transactions are referred to in this Agreement as "bill payments". You may initiate individual bill payments and may pre-authorize recurring bill payments.
- b. **Authorization.** You agree that we may treat any bill payment that was initiated through First State Bank Online Banking Service by you or by any other person who is authorized to use your PASSWORD the same as your duly executed written payment order or check, all in accordance with the terms of this Agreement and your deposit agreement with us.
- c. **Time of bill payments.** Each bill payment must be initiated a certain number of business days before the business day that you want the bill payment to be made (the "Payment Date"). This number of business day is referred to as the "lead time". The first time you initiate a bill payment for a specific payee, the lead time will be 10 business days. Thereafter, the lead time for the payee will be 4 business days. If you initiate a bill payment before 9 P.M. Eastern Time on a business day, the bill payment will be deemed initiated on that business day. If you initiate a bill payment other than before 9 P.M. Eastern Time on a business day (for example, on a Saturday, Sunday or holiday), the bill payment will be deemed initiated on the next business day. You should schedule each bill payment to be made prior to the due date of the bill payment. If you do not schedule a bill payment on time or if you do not otherwise initiate a bill payment properly, you will be solely responsible for any late charges, finance charges, or other costs resulting from failure to make the bill payment on time. You will be solely responsible for all inputting errors.
- d. **Checks.** If the payee cannot or will not accept a bill payment by electronic fund transfer from the Service Provider, a check will be drawn on the Payment Account for payment to the payee. The check will be signed by the Bank or its representative, and will not be signed by you; however, you agree that any check issued in this manner to make a bill payment initiated in accordance with this Section will be deemed authorized and may be paid by the Bank from the Payment Account.
- e. **Returned or rejected bill payments.** If a bill payment is returned or rejected, whether by the Bank, the Service Provider or any third party (including, without limitation, an intermediary bank or the payee's bank), then either the Bank or the Service Provider will notify you and you will be solely responsible for re-initiating the bill payment. You agree to furnish to the Bank and/or the Service Provider such information as it may request to resolve any error or inquiry arising out of your initiation of any bill payment(s).
- f. **Cancellation or stop payment of bill payments; revocation of authorization.** You may review, change or cancel bill payments online without an additional charge until 9 P.M. Eastern Time on the business day before the Processing Date by following the instructions in the Software. The Processing Date is the Payment Date minus the lead time described in paragraph © of this Section. On and after the Processing Date, you may stop payment of a scheduled payment by contacting Customer Service at 1-866-372-1275. You may not stop payment of any type of online transfer other than a bill payment. You may revoke your authorization for future recurring bill payments by deleting the bill payment instructions, as provided in the Software or by canceling the bill payment service.

- g. Inconsistent name and number appearing in a bill payment order. If a bill payment initiated by you describes the intended recipient of funds inconsistently by name and account number, you agree that payment by the receiving bank (which may be the Bank) may be made on the basis of the account number alone even if that account is not owned by the person named in the bill payment. If a bill payment identifies an intermediary bank or the payee's bank inconsistently by name and identifying number, you agree that we may rely solely on the number as the proper identification of the intermediary bank or the payee's bank even if it identifies a bank different from the bank identified by name. To the extent permitted by applicable law, you acknowledge and agree that your obligation to pay us the amount of the bill payment will not be excused in any circumstance described above and that you will reimburse us for any losses or expenses we incur as a result of our reliance of the identifying number provided in the bill payment.

9. Electronic Mail Service. You may use First State Bank Online Banking Service to send electronic mail ("e-mail") to us and to receive e-mail from us. The e-mail service may not be used to make bank transfers between accounts or to make bill payments from an account. E-mail transmitted by you to us via First State Bank Online Banking Service often will not be delivered to us immediately. If you need to contact us immediately to stop payment, to report an unauthorized use of your PASSWORD, to report unauthorized access to an account, or for any other reason, you should call us at (866) 372-1275. We will not be responsible for acting on or responding to any e-mail request made through First State Bank Online Banking Service until we actually receive your e-mail message and have a reasonable opportunity to act. You should check your e-mail regularly; we will attempt to notify you by e-mail in the event of any technical difficulties or other occurrence that may affect your use of First State Bank Online Banking Service.

10. Additional Service. We may, from time to time, make additional services available through First State Bank Online Banking Service. 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.

11. Errors and Adjustments. 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.

12. Account Reconciliation. The Deposit Account statements or other notices provided to you by us will notify you of (a) the execution of bank transfers or bill payments and the debits to the Deposit Account made with respect to such bank transfers and bill payments, and (b) amounts debited by the 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 bank 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 17.

13. 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 bank transfer or bill payment. Such obligations include, without limitation, fees owed to us and settlement for bank transfers or bill payments initiated through First State Bank Online Banking Service. At the time any account is closed (whether by you, by us, or otherwise) or any First State Bank Online Banking Service 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 bank 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.

14. Bank's Liability for Failure to Make or Stop Certain Electronic Fund Transfers. If we do not complete an electronic fund 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, except in the following instances:

- 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.
- b. If the electronic fund transfer would go over the credit limit on any check overdraft protection line of credit account linked to the Deposit Account.
- 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.
- d. If any data or instruction transmitted via First State Bank Online Banking Service are inaccurate or incomplete.
- e. If you do not initiate an electronic fund transfer according to the time limits set forth in this Agreement and the online Payee list, or if the payment amount requested is less than the full amount due.
- f. If the electronic fund 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 Online Banking Service, including the bill payment service, was not working properly and you knew about the breakdown when you started your electronic fund 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, prevent or delay the electronic fund transfer, despite reasonable precautions that we have taken.
- i. If funds 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 PASSWORD has been reported lost or stolen or if we have any other reason to believe that an electronic fund 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.
- 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.
- p. There may be other exceptions stated in this or any other applicable agreement that we may have with you.

15. Limits on Bank's Liability. Our liability for electronic fund transfer made to or from Deposit Accounts is also governed by Sections 15 and 17. If any provision herein is inconsistent with any provision of Section 15 or Section 17 or any provision of applicable law that cannot be varied or waived by agreement, the provisions of those Sections 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 Online Banking Service 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 ANY FIRST STATE BANK ONLINE BANKING SERVICE 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 bank transfer or bill payment. In addition, the Bank shall be excused from any failure or delay in executing a bank 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.

16. 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 Online Banking Service. 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 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 Online Banking Service 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 call toll-free: 866-372-1275

Or write:
First State Bank
Online Banking Department
24300 Little Mack
St. Clair Shores, Mi. 48080

17. 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 bank transfer or bill payment request (any "payment order") or return any bank 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 a bank 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 bank 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 bank 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.

18. 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 Online Banking Service. We will disclose information to third parties about your Deposit Account or the transfers you make:

- a. Where it is necessary for completing bank transfers or bill payment or providing any other service in connection with First State Bank Online Banking Service; 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.

19. 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.

20. 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 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.

21. Termination. You agree that we may cancel or restrict your use of First State Bank Online Banking Service at any time upon such notice (including e-mail) as is reasonable under the circumstances. First State Bank reserves the right to delete your user information for access to the Online Banking service if your account is not activated within 30 days of enrollment. You may cancel First State Bank Online Banking Service 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.

22. 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.

23. 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.

24. CHOICE OF FORUM AND JURY TRIAL WAIVER. 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 for all 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.

25. OWNERSHIP of MATERIALS. The content and information on our website is the property of First State Bank. It should not be duplicated or copied by any means.

TERMS AND CONDITIONS OF THE BillPay SERVICE

SERVICE DEFINITIONS

"Service" or "The Service" means the bill payment service offered by First State Bank, through CheckFree Services Corporation, a subsidiary of Fiserv Solutions, Inc .

"Agreement" means these terms and conditions of the bill payment service.

"Customer Service" means the Customer Service department of First State Bank. Please see the ERRORS AND QUESTIONS section below for Customer Service contact information.

"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.

"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).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"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.

"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.

"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

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 charges 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

- a. 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:
- b. Where it is necessary for completing transactions;
- c. Where it is necessary for activating additional services;

- d. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- e. To a consumer reporting agency for research purposes only;
- f. In order to comply with a governmental agency or court orders; or,
- g. 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 will not be completed. In some instances, you will receive a return notice from the Service. In 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 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 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, please contact Customer Service via one of the following:

- a. Telephone us toll-free at 855-744-4735 during Customer Service hours; 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.

TERMS OF USE (for PopmoneySM Personal Payments Service)

Last Updated August 26, 2012

1. Introduction. This Terms of Use document (hereinafter "Agreement") is a contract between you and FIRST STATE BANK (hereinafter "we" or "us") in connection with the Popmoney[®] Personal Payments Service (the "Popmoney Service" or "Service") offered through our online banking site or mobile applications (the "Site") (the "Service"). This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

2. Description Of Service. The Popmoney Service enables you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars (or in gift card value, if applicable). Although the ACH Network is often used to execute Popmoney Service Payment Instructions for the Popmoney Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through www.Popmoney.com (the "Popmoney Website") and if you choose to initiate or receive a payment at the Popmoney Website you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the "terms of use" for the Popmoney Website and applicable laws and regulations, in each case as in effect from time to time.

3. Service Providers. We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Popmoney Service and we are solely responsible to you and any Sender, Receiver

and Requestor to the extent any liability attaches in connection with the Popmoney Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" section at the bottom of this Agreement.

4. Amendments. We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Services more recent revisions, updates, upgrades or enhancements.

5. Our Relationship With You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to Receivers to whom you send payments).

6. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

7. Notices to Us Regarding the Service. Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to:

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

We may also be reached toll-free at 855-744-4735 for questions and other purposes concerning the Service, but such telephone calls will not constitute legal notices under this Agreement.

8. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) business days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in section 7 above. We reserve the right to charge you a reasonable fee not to exceed twenty (20) dollars to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

9. Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us at that number and/or e-mails from us for our everyday business purposes (including identify verification). You further consent to receiving text messages from us at that number, and/or e-mails from us for marketing purposes. Please review our Privacy Policy for more information.

10. Receipts and Transaction History. You may view your Popmoney transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts or periodic statements by mail.

11. Your Privacy. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

12. Privacy of Others. If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

13. Eligibility. The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

14. Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in section 15 below; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise or sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; and
- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing; (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Tax payments and court ordered payments.

In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization, unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. In no event shall we or our Service Providers be liable for any claims or damages

resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us by the methods described in section 7 above of any violations of this section or the Agreement generally.

15. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in section 7 above of any violations of this section or the Agreement generally.

16. Payment Authorization and Payment Remittance.

- a. By providing us with names and telephone numbers, email addresses, and/or bank account information of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Service. Once registered, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.
- b. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.
- c. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers and that we have no responsibility to investigate discrepancies between account names and account numbers.
- d. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.
- e. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
 2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
 3. The payment is refused as described in Section 20 below;
 4. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.
- f. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Service (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

17. Initiation of Payment Instructions. You may initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately, (b) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (c) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site.

Payment Instructions initiated to Receivers are processed in two ways. You can provide all the required information about the Receiver, including his/her Eligible Transaction Account, necessary to complete a transfer of funds. Alternatively, you can provide contact information about the Receiver (including an email address and/or mobile telephone number) and the Popmoney Service may contact the Receiver and request that the Receiver (i) provide information so that we may validate the identity of the Receiver at the Popmoney Website and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with an institution that participates in or offers the Popmoney Service, the Receiver may access the Popmoney Service at his or her financial institution's website or mobile application to complete the Payment Instruction and receive the payment.

You understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account using the Popmoney Service, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day after you initiated the Payment Instruction. If you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account), or receipt of a gift card, if applicable, may be delayed if the Receiver has not provided the Popmoney Service with certain required information such as his or her Eligible Transaction Account information, or, in the case of a gift card, if applicable, a valid U.S. street address for gift cards that are physically delivered. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account or the delivery of a gift card, if applicable.

You acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or ten (10) business days. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement. Any cancellation of a Payment Instruction prior to the Receiver providing us with such information shall be subject to the provisions of section 20, below.

18. Receiving Payments. If another person wants to initiate a Payment Instruction (including in response to a Popmoney Request, if applicable) using the Popmoney Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Popmoney Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Popmoney Service or at the Popmoney Website. Or, as applicable, if another person wants to send you a gift card using the Service, he or she can do that from an Eligible Transaction Account at a financial institution that participates in the Service and makes available the purchase of gift cards through the Service.

You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may also receive gift cards or Popmoney Requests, each as applicable, from others through the Service.

You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

If applicable, if you as a Requestor initiate a Popmoney Request using the Service you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Popmoney Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a Popmoney Request may not receive, or otherwise may reject or ignore, your Popmoney Request. We do not guarantee that you will receive any payments from individuals by initiating a Popmoney Request.

19. Payment Methods and Amounts. There are limits on the amount of money or gift card value you can send or receive through our Service. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Site to view your individual transaction limits. We also reserve the right to select the method in which to remit funds on your behalf, and the method to return funds to you in the event that your Eligible Transaction Account is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic or paper check payment.

20. Payment Cancellation, Stop Payment Requests and Refused Payments. Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. The charge for each stop payment or fund recovery request will be the current charge for such stop payment or funds recovery service as set out in the applicable fee schedule or as

disclosed through the Site. Payments not claimed by a Receiver will be automatically cancelled ten (10) days after the processing of the payment begins. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a Payment Instruction initiated or attempted through the Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

21. Your Liability For Unauthorized Transfers. Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in section 7, above. You acknowledge and agree that time is of the essence such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service 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 payments 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 in our sole discretion extend the period.

22. Mobile Phone Users. Your phone service provider is not the provider of the Service. Users of the Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. If you have questions about mobile service, you may send a text message with the word "HELP" to this number: 767666. To stop receiving text messages on your mobile phone, text "STOP" to this number: 767666.

23. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

24. Service Fees and Additional Charges. You understand and agree that you are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use-based, such as Request Money, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction 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.

25. Failed Or Returned Payment Instructions. In using the Service, you are requesting us to attempt to make payments for you from your Eligible Transaction Account. If we are unable to complete the Payment Instruction for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that:

- a. You will reimburse us immediately upon demand the amount of the Payment Instruction if we have delivered the payment to the Receiver but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow us to complete the debit processing;
- b. For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
- c. You may be assessed a fee by our Service Provider and by us if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us to deduct these amounts from your designated Eligible Transaction Account, including by ACH debit;
- d. You will reimburse us for any fees or costs we incur in attempting to collect any amounts from you; and
- e. We are authorized to report the facts concerning the return to any credit reporting agency.

26. Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Changes can be made within the user interface of the Service or by contacting customer care for the Service as set forth in section 7 above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

27. Refused Payments. We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

28. Returned Payments. In using the Service, you understand that Receivers may reject Payment Instructions or otherwise return payments. We will use reasonable efforts to complete Payment Instructions initiated through the Service.

29. Information Authorization. Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Service as a Sender, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, audit reasons and as permitted by applicable law for everyday business purposes. In addition we and our Service Providers may use, store and disclose such information acquired in connection with the Services in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Services.

30. Service Termination, Cancellation, or Suspension. If you wish to cancel the Service, you may contact us as set forth in section 7 above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

31. Errors, Questions, and Complaints.

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in section 7 above.
- b. If you think your transaction history is incorrect or you need more information about a transaction listed in the transaction history, we must hear from you no later than sixty (60) days after the transaction in which the problem or error appears is first posted in the transaction history. You must:
 1. Tell us your name;
 2. 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,
 3. Tell us the dollar amount of the suspected error.
- c. 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 Eligible Transaction 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 Eligible Transaction 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. We may revoke any provisional credit provided to you if we find an error did not occur.

32. Intellectual Property. "Popmoney" is a trademark of CashEdge Inc. or its Affiliates. All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

33. Links and Frames. Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the

content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

34. Password and Security. If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in section 7 above. See also section 21 above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

35. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this section 36 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

36. Disputes. In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

37. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

38. Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, 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. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under section 37 above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under section 37 of this Agreement. The United

Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

39. Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorneys fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the Service.

40. Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the Service. In addition, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

41. No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part 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.

42. Exclusions of Warranties. THE SITE AND 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 TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

43. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 37 AND 38 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION

OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

44. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Services and the portion of the Site through which the Services are offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. 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. Sections 3, 6-9, 12, 23, 25, 32 and 35-44, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

45. Definitions.

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed
- d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Popmoney Services fees will be automatically debited, or to which payments and credits to you will be credited. An Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- e. "Payment Instruction" is the information provided by the Sender to the Popmoney Service for a payment to be made to a Receiver (such as, but not limited to, name, mobile telephone number, email address, and bank account and routing number information).
- f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- g. "Popmoney Request" means functionality that, if provided to you, allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Popmoney Service.
- h. "Receiver" is a person or business entity that is sent a Payment Instruction through the Service.
- i. "Requestor" is a person that requests an individual to initiate a Payment Instruction through the Popmoney Service.
- j. "Sender" is a person or business entity that sends a Payment Instruction through the Service.
- k. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

SUPPLEMENTAL TERMS OF USE (for Instant Payments feature of Popmoney® Personal Payments Service)

Last updated October 15, 2013

The following supplemental Terms of Use ("Supplement") applies to the Popmoney Instant Payments feature within the Popmoney Service ("Popmoney Instant Payments"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Popmoney Instant Payments. If Popmoney Instant Payments are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the

Agreement and this Supplement with respect to Popmoney Instant Payments, then the terms in this Supplement shall apply.

1. Description Of Service. Popmoney Instant Payments facilitates real-time payments via the use of PIN debit card Payment Networks ("Debit Card Payment Networks") such as Accel™ to deliver funds immediately. For Popmoney Instant Payments, we will use a Debit Card Payment Network or other Payment Network designed to transfer funds on the same day or sooner, if practicable, to debit or credit funds to the Eligible Transaction Account of the Receiver, as applicable. Popmoney Instant Payments is only available for Payment Instructions submitted by a Sender to a Receiver (and not via a Popmoney Request). Not all Payment Networks participate in Popmoney Instant Payments. Popmoney Instant Payments are not instantaneous. Payment delivery speed may vary based upon the funds availability policy of each financial institution and Payment Network availability.

2. Payment Authorization and Payment Remittance. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks. Notwithstanding anything to the contrary in the Agreement, Popmoney Instant Payments settlements are final except as set forth in the applicable Payment Network rules and recovery may not be possible; however, if applicable Payment Network rules allow for reversal of funds, we will attempt to recover such funds from the Receiver's Eligible Transaction Account. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Popmoney Instant Payments. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications. We will choose the Payment Networks in which we will participate in our sole discretion.

3. Initiation of Payment Instructions. For Popmoney Instant Payments, you can initiate a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately using (i) the Receiver's email address or mobile number, and the Popmoney Service will validate the Popmoney Instant Payments eligibility of the Receiver prior to transferring the funds; or (ii) the Receiver's debit card information, and the funds will be deposited into the Receiver's checking or savings account affiliated with the debit card.

4. Payment Cancellation, Stop Payment Requests and Refused Payments. Popmoney Instant Payments Payment Instructions may not be cancelled as the Payment Instructions will be processed immediately.

TERMS OF USE Account-to-Account ("A2A")SM Transfer Service

Last updated November 3, 2011.

1. Introduction. This Terms of Use document (hereinafter "Agreement") is a contract between First State Bank (hereinafter "we" or "us") and you (hereinafter "you") in connection with the A2A Transfer Service (the "Service") offered through our online banking site (the "Site"). This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered. By accessing the Service, you acknowledge that you have read and agree to this Agreement. Please read this Agreement carefully. This Agreement outlines the legally binding terms and conditions for your use of the Service.

2. Service Providers. We are offering you the Service through one or more "Service Providers" that we have engaged to render some or all of the Service to you on our behalf. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be intended third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. "Service Provider" and certain other terms are defined in a "Definitions" section at the end of this Agreement.

3. Amendments. We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change will constitute your agreement to such changes. Further, we may, from time to time, revise or update the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material and limit access to only the Service's more recent revisions and updates. We also reserve the right to terminate the Service in its entirety.

4. Our Relationship With You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not guarantee the identity of any user of the Service (including but not limited to Accounts to which you send payments).

5. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

6. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, or by mailing it to any postal address that you have provided us. For example, users of the Service may receive certain notices (such as notice and receipt of transfers) as text messages on their mobile device. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) business days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in section 27 below. We reserve the right to charge you a reasonable fee not to exceed twenty (20) dollars to respond to each such request. We reserve the right to close your account if you withdraw your consent to receive electronic communications.

7. Calls to You. By providing us with a telephone number (including a mobile number), you consent to receiving autodialed and prerecorded message calls from us at that number for non-marketing purposes. For example, we or our Service Provider may contact you in connection with validating or processing a transaction that you've requested through the Service.

8. Receipts and Transaction History. You may view at least six months of your transaction history with the applicable Service Provider by logging into your account and looking at your account transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

9. Your Privacy. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

10. Eligibility. The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors.

11. Acceptable Use. You may use the Service to transfer funds as described in section 12 below. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use. In addition, you are prohibited from using the Service for activities that: (a) violate any law, statute, ordinance or regulation; (b) payments related to illegal gambling, illegal gaming and/or any other illegal activity with an entry fee or a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill and sweepstakes (c) violate any property or proprietary right of any third party, including any copyright, trademark, or right of publicity or privacy under the laws of any jurisdiction; (d) impose an unreasonable or disproportionately large load on our infrastructure; (e) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (f) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (g) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (h) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in section 27 below of any violations of this section or this Agreement generally. In no event shall we or our Service Providers be liable for any claims or damages resulting from or related to your violation of the acceptable uses of the Service or this Agreement. We and our Service Providers reserve the right to monitor and remove any comments you post or submit through the Service.

12. Transfer Authorization and Processing. (a) The Service enables you to transfer funds: (i) between your Accounts that you maintain with us; and (ii) between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. You represent and warrant that you are the sole owner (and not a joint tenant) of the Transaction Account and the Recipient Account and that you have all necessary legal right, power and authority to transfer funds from the Transaction Account to the Recipient Account. Further, you represent and warrant that the Recipient Account is located in the United States. (b) When we receive a Transfer Instruction from you, you authorize us to debit your Transaction Account and remit funds on your behalf to the Recipient Account designated by you and to debit one of your Accounts as described below in Section 18 (Service Fees and Additional Charges). You also authorize us to reverse a transfer from your Recipient Account if the debit is returned from the Transaction Account for any reason, including but not limited to nonsufficient funds. (c) We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

- a. If, through no fault of ours, the Transaction Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
- b. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
- c. The transfer is refused as described in section 14 below;
- d. You as a Sender have not provided us with the correct information, including but not limited to the correct Transaction Account or Recipient Account information; and/or,
- e. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances. (d) It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Recipient Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

13. Transfer Methods and Amounts. We may, at our sole discretion, impose limits on the amount of money you can transfer through our Service. We also reserve the right to select the method in which to transfer funds on your behalf, and the method to return funds to you in the event that the Recipient Account is closed or otherwise unavailable to us.

14. Transfer Cancellation Requests and Refused Transfers. You may cancel a transfer at any time until it begins processing (as shown in the Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Transaction Account. If this is unsuccessful (for example, the Transaction Account has been closed) we will make reasonable attempts to mail you a paper check. If after ninety (90) days (or longer, depending on our then-current standard for unclaimed checks) that check has not been cashed, we will stop payment on it and transfer funds to an "unclaimed funds" account, and will subsequently handle the unclaimed funds as required or otherwise permitted by applicable law.

15. Stop Payment Requests. If you as a Sender desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to section 27. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

16. 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 through the Service 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 in our sole discretion extend the period.

17. Taxes. It is your responsibility to determine what, if any, taxes apply to transfers you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transfers, or for collecting, reporting or remitting any taxes arising from any transfer.

18. Service Fees and Additional Charges. Applicable fees will be disclosed in the user interface for the Service. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Account you hold with us, whether a Transaction Account or Recipient Account, for these amounts and any additional charges that may be incurred by you. If we hold both the Transaction Account and the Recipient Account, then you authorize us to deduct such amounts and charges from the Transaction Account. 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.

19. Failed Or Returned Transfers. In using the Service, you are requesting us to make transfers for you from your Transaction Account. If we are unable to complete the transfer for any reason associated with your Transaction Account (for example, there are insufficient funds in your Transaction Account to cover the transaction), the transfer may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that: (a) You will reimburse us immediately upon demand the transfer amount that has been returned to us; (b) For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed; (c) You may be assessed a fee by our Service Provider and by us if the transfer is returned because you have insufficient funds in your Transaction Account to cover the requested transfer or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us or your Account agreement with us. You hereby authorize us to deduct these amounts from your designated Transaction Account by ACH debit; (d) You will reimburse us and our Service Provider for any fees or costs we or they incur in attempting to collect the amount of the return from you; and, (e) We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

20. Address or Banking Changes. It is your sole responsibility and you agree 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 care for the Service. Any changes in your Transaction Account or Recipient Account should also be made in accordance with the procedures outlined within the Service's help files. All changes made are effective immediately. We are not responsible for any transfer processing errors or fees incurred if you do not provide accurate Transaction Account, Recipient Account, or contact information.

21. Refused Transfers. We reserve the right to refuse any transfer to a Recipient Account. We will notify you promptly if we decide to refuse to transfer funds to a Recipient Account. This notification is not required if you attempt to make a prohibited transfer under this Agreement.

22. Returned Transfers. In using the Service, you understand transfers may be returned for various reasons such as, but not limited to, Recipient Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Recipient Account or void the transfer and credit your Transaction Account. You may receive notification from us.

23. Information Authorization. Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that we and our Service

Providers reserve the right to request a review of your credit rating at our own expense through an authorized bureau.

24. Service Cancellation by You. In the event you wish to cancel the Service, you may telephone us toll-free at 855-744-4735 during customer care hours; and/or write us at:

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

Any transfer(s) we have already processed before the requested cancellation date will be completed by us.

25. Service Cancellation, Termination, or Suspension by Us, and Other Remedies for Breach. If we have reason to believe that you have engaged in any of the prohibited activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site, and/or use of the Service for any reason and at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

26. Disputes. In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement. You and we agree that this Agreement is the complete and exclusive statement of the agreement between us and you, which supersedes any proposal or prior agreement, oral or written, and any other communications between us and you relating to the subject matter of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of this Agreement will prevail.

27. Errors, Questions, and Complaints. (a) Except as otherwise stated in this Agreement, notice to us concerning the Site or the Service must be sent by postal mail to:

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

In case of errors or questions about your transfers or concerning the Service, you should as soon as possible telephone us toll-free at 855-744-4735 during customer care hours, provided such telephone calls will not constitute legal notices under this Agreement; and/or write us at:

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

(b) If you think your transaction history is incorrect or you need more information about a Service transaction listed in the transaction history, you should notify us immediately. In the notice, you must:

- a. Tell us your name;
- 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. (c) If you notify us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral 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 Transaction 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 Transaction 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. We may revoke any provisional credit provided to you if we find an error did not occur.

28. Waiver of Jury Trial. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates or any intended third party beneficiary arising under or relating to this Agreement.

29. Waiver of Class Action Claims. Both parties agree to waive any right to assert any dispute or claim against the other party or any intended third party beneficiary arising under or relating to this Agreement as a class action.

30. Arbitration. Both parties agree to resolve any dispute or claim between the parties or any of their respective Affiliates or any Service Provider or other intended third party beneficiary arising under or relating to this Agreement through binding arbitration. Both parties stipulate and agree that this Agreement evidences a transaction in interstate commerce, and that the Federal Arbitration Act applies. The arbitration award shall be final and binding and judgment thereon may be entered by any court of competent jurisdiction. The only exceptions to this arbitration agreement are as follows: a. We and you expressly agree that under no circumstances shall any dispute or claim arising under or relating to this Agreement be subject to arbitration on a classwide or collective basis. Only the disputes or claims of individual parties may be arbitrated. b. We or you may, at the option of the claiming party, pursue any claim in small claims court instead of arbitration, provided that the claim must not exceed \$5,000 or the jurisdictional limit of the small claims court, whichever is less; and the small claims court must otherwise have jurisdiction of the claim and the parties.

31. Arbitration Procedure. You or we may commence arbitration, at the claiming party's election, administered either by JAMS (formerly known as "Judicial Arbitration and Mediation Services"), or the American Arbitration Association ("AAA"). The arbitration shall take place before a single arbitrator, selected pursuant to the selection procedures in the applicable commercial or consumer arbitration rules of the administrator (JAMS or AAA). The JAMS or AAA rules, shall apply subject only to the following exceptions and modifications. a. You may, if you wish, commence arbitration pursuant either to (i) the AAA Consumer Arbitration Procedures, or (ii) the JAMS "minimum standards" for consumer arbitration. In all such consumer arbitrations we will pay the balance of the applicable arbitration administrative fee to the extent required by the JAMS or AAA procedures or standards you have chosen. b. You or we (whoever is the party commencing the arbitration) may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If the claiming party selects non-appearance-based arbitration, the parties agree that the following rules shall apply: (i) the arbitration may be conducted telephonically, and/or online, or be based solely on written submissions, at the election of the party commencing the arbitration; (ii) the arbitration shall not require any travel or personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (iii) discovery shall not be permitted. c. When we or you (whoever is the party commencing arbitration) do not select non-appearance-based procedures, the parties agree that there shall be no discovery except whatever discovery the arbitrator determines is necessary for fair resolution of the claim or dispute. d. Neither we nor you shall seek any award of attorney's fees, including an award of fees from any Service Provider or other intended third party beneficiary of this Agreement, in any arbitration claim arising under or relating to this Agreement, except that the arbitrator may award attorney's fees when (and only to the extent that) the applicable law requires an award of attorney's fees to the prevailing party.

32. Arbitrability Issues to Be Decided By Arbitrator. The Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to any claim that all or any part of this Agreement is void or voidable.

33. Law and Forum for Disputes. 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. You agree that any claim or dispute you may have against us (other than those which are arbitrated under section 31 above) must be resolved by a court located in Gwinnett County, Georgia.

You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims or disputes. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

34. Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and the officers, directors, agents, employees, representatives, and contractors of each of these, from any loss, damage, claim or demand (including attorneys fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the Service.

35. Release. If you have a dispute with one or more other users of the Site or the Service, you release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. In addition, you waive and release any and all provisions, rights and benefits conferred either (i) by § 1542 of the California Civil Code, which reads: "Section 1542. General release; extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor;" or (ii) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code.

36. No Waiver. We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part 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.

37. Intellectual Property. All marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us, shall also be deemed our exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

38. Links and Frames. Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

39. Password and Security. If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials, whether intentionally or inadvertently. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in section 27 above. See also section 16 above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

40. Exclusions of Warranties. THE SITE AND 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 TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

41. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE OR SITE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 31, 32 AND 33 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. THE AGGREGATE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED AND THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED.

42. Complete Agreement, Severability, Captions, and Survival. This Agreement sets forth the entire understanding between us and you with respect to the Services and the portion of the Site through which the Services are offered. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. 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. Sections 6, 7, 26, 28-37, and 40-43, as well as any other terms which by their nature should survive, will survive the termination of this Agreement.

43. Definitions.

- a. "Account" means a checking, money market or savings account.
- b. "Affiliates" mean companies related by common ownership or control.
- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. "Recipient Account" is the account to which your funds will be credited.
- e. "Sender" means the Transaction Account holder initiating a transfer through the Service.
- f. "Service Provider" means companies that we have engaged to render some or all of the Service to you on our behalf.
- g. "Site" means the online banking website through which the Service is offered.
- h. "Transaction Account" is the Account from which your funds will be debited, your A2A Service fees will be automatically debited, or to which funds will be returned.
- i. "Transfer Instruction" is the information provided by you to the Service for a transfer of funds to a Recipient Account.

PRIVACY POLICY (for Bill Presentment, Bill Payment, and PopmoneySM Personal Payments Services)

Last updated June 9, 2012

1. Introduction. The following privacy disclosures are provided by (hereinafter "we" or "us") in connection with the Bill Payment, Bill Presentment and PopmoneySM Personal Payments Services (the "Services") offered through our online banking site (the "Site"), and describe the types of "Personal Information" (information that is identifiable to a particular person) that we (directly or through our service providers) collect in connection with the Services, and how we use, share and protect that Personal Information. These disclosures supplement the disclosures that you have already been provided in connection with our Site and the other services offered through the Site. Some of this information is required by U.S. federal law or other law. Please read this policy carefully to understand what we do.

2. Eligibility. The Site and the Services are offered only to individual residents of the United States and its permitted territories who can form legally binding contracts under applicable law; without limiting the foregoing, the Site and Services are not offered to minors. Other restrictions and eligibility requirements for certain Services may apply as described in the Terms and Conditions or other disclosures on the Site. We do not knowingly offer the Services to nor collect any Personal Information from or about individuals under 18 years of age. Please do not submit such information to us, and as a parent or legal guardian, please do not allow your children to submit personal information without your permission. By using the Site and/or the Services, you represent that you meet these requirements and that you agree to the terms of this Privacy Policy.

3. Scope. This Privacy Policy applies only to the Services as offered on this Site. For more details on what your rights and obligations are when using the Services, please also refer to the Terms of Use and other notices and disclosures regarding the Services.

4. Cookies, Browser Information and Related Issues.

- a. When you use the Services, we may receive certain standard information that your browser sends to every website you visit, such as the originating IP address, browser type and language, access times and referring website addresses, and other such information. This data may be used, among other uses, to improve the operation of the Services and to improve the security of the Services by assisting in

"authenticating" who you are when you access the Services, particularly if you register for a Service and are issued or create a username and password.

- b. We may also receive additional information about your visit to the portion of the Site that hosts the Services, including the pages you view, the links you click and other actions you take. This data may be used among other uses to improve the operation of the Services and the portion of the Site that hosts the Services.
- c. Like most websites, the portion of the Site that hosts the Services uses "cookies," which are small text files placed on your computer by the web server when you visit. Most such cookies are "session" cookies that are only used for a specific period during which you are using the Services in order to maintain the session, but a few are "persistent" cookies that stay on your hard drive and are read by the web server when you return. The portion of the Site that hosts the Services uses cookies to store your preferences and other information on your computer in order to recognize the computer through which you accessed the Site for security purposes and to save you time by eliminating the need to repeatedly enter the same information and to display your personalized content on your later visits. These cookies are linked to Personal Information about you, such as your email address. Cookies cannot and will not be used to deliver or run programs on your computer. Most web browsers automatically accept cookies, but you can modify your browser setting to decline cookies if you prefer. However, if you choose to decline cookies, you may not be able to sign in (or you may need to take additional steps to sign in) or you may not be able to use other interactive features of the Services that depend on cookies.

5. What Types of Personal Information We May Collect. In addition to the types of information described in section 4 above, we may also collect Personal Information about you. This information may include:

- a. Social Security number, date of birth, name, postal address, email address, telephone number, and other information that we can use to contact you, verify your identity, and manage risks, such as information maintained about you by identity verification services and consumer reporting agencies, including credit bureaus;
- b. names of billers for bills that you would like to view and/or pay online, contact information for those billers, and billing account information, including billing account numbers;
- c. name, email address and telephone number that you provide us for other persons to whom you would like to send payments;
- d. bank account information (including account numbers) for accounts that you designate for funding or receiving payments, fees, debits and credits for the Services;
- e. credit card account information (including credit card number, expiration date and billing address for the credit card), if you decide to make payments from those accounts through the Services;
- f. username, password, secret questions and secret answers for resetting passwords, and other authentication credentialing used to verify that only authorized users access the Services; and
- g. payment and other transaction information, payment information and other transaction history for payments and other transactions in which you participate through the Services.

6. How We May Collect Personal Information About You. We may collect Personal Information about you from the following sources:

- a. Enrollment applications, survey responses, and other electronic or paper forms that you fill out in connection with the Services;
- b. Your use of the Services (such as when you send a payment), and your interactions with customer care, including information you enter or speak, and information transmitted by your computer, cell phones and other devices you use to connect to the Services; and
- c. We also collect Personal Information about you from others, as permitted by law, such as credit bureaus, Affiliates or other companies (such as identity verification services and consumer reporting agencies, and companies (such as your billers) that provide content (such as electronic bills) to the Services).

7. How We May Share Personal Information About You. We share Personal Information about you only as permitted by law. For Personal Information that is nonpublic and that we collect in connection with a financial service, U.S. federal law permits us to share the information only:

- a. for our everyday business purposes - such as to process your transactions, maintain your accounts, respond to court orders and legal investigations, and report to credit bureaus;
- b. for our marketing purposes - to offer our products and services to you;
- c. for Joint Marketing with other financial companies;
- d. for our Affiliates' everyday business purposes (information about your transactions and experiences);
- e. for our Affiliates' everyday business purposes (information about your creditworthiness);
- f. for our Affiliates to market to you; and
- g. for Nonaffiliates to market to you.

Before we can lawfully share such Personal Information as described in (e), (f) or (g), we would be required to offer you an opportunity to opt out, and we will do so if we ever intend to do that. For California residents, and for residents of any other states where it is required, we will obtain your consent prior to sharing Personal Information as described in (g) unless otherwise required or permitted by law. We may lawfully share such Personal Information as described in (a), (b), (c) and (d) without offering an opt-out, and we may do so. For example, to process your payments (an "everyday business purpose" for the PopmoneySM Personal Payments Service), we need to share Personal Information about you with the person that you are paying or that is paying you, such as your name, the payment amount, and the email address or mobile phone number from which you initiated the payment, but we will do so responsibly and will not share the payment sender's financial account information with the payment receiver or vice versa.

8. How We May Use Personal Information About You. We use Personal Information about you only as permitted by law, including but not limited to the following purposes:

- a. To complete transactions and render services authorized by you;
- b. Other everyday business purposes of ourselves and our Affiliates, such as to maintain your accounts, to authenticate you when you log in, to send you information about the Services that you have subscribed to and other Services offered on the Site, to perform fraud screening, to verify your identity, to determine

your credit history, to report to credit bureaus, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce our Terms of Use, to protect our rights and property, and to customize, measure, and improve the Services and the content and layout of the Site; and

- c. for marketing purposes - to offer products and services to you.

9. Definitions.

- a. **Affiliates:** Companies related by common ownership or control. They can be financial or nonfinancial companies.
- b. **Nonaffiliates:** Companies not related by common ownership or control. They can be financial or nonfinancial companies.
- c. **Joint Marketing:** A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

10. Access to Information About You. You may review and update the Personal Information maintained about you in the section of the Site at any time to ensure that it is accurate and up-to-date.

11. How We Protect Personal Information About You. To protect Personal Information about you from unauthorized access and use, we maintain physical, electronic, and procedural safeguards, including but not limited to security measures that comply with applicable federal law. We also require our service providers and business partners to whom we disclose the information to do the same.

12. Protection for Former Customers. When you are no longer our customer, we continue to protect, use, and share Personal Information about you as described in this notice and as required by law.

13. Keeping Up to Date with Our Privacy Policy. We may amend this Policy at any time by posting a revised version on the Site, which will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. You may (in our discretion) also be provided with an email notification of such amendments. You may (in our discretion) be required to affirmatively acknowledge or accept the revised Privacy Policy in order to continue using the Services. Any use of the Services after a notice of change (whether by Site posting, email, or express acknowledgment or acceptance) will constitute your express agreement to such changes.

14. Contacting Us. If you have any questions about this Privacy Policy, you may contact us at the postal address, email address or telephone number below:

In writing: CheckFree Services Corporation
ATTN: Privacy Management
4411 East Jones Bridge Road
Norcross, GA 30092
E-mail: privacy@customercenter.net
Toll-free telephone number: 877-238-7277