



FIRST BANK, UPPER MICHIGAN ONLINE BANKING SERVICES AGREEMENT AND DISCLOSURE

This Online Banking and Online Access Agreement (“Agreement”) contains the terms and conditions governing your use of First Bank, Upper Michigan Bank’s (“Bank”) Online Banking Services. This is an Internet based service that will allow you to review and conduct financial transactions online.

As used in this Agreement, “you” or “your” refers to the undersigned banking customer, its employees, agents and its authorized representatives. “We,” “us,” “our” and “Bank” refer to First Bank, Upper Michigan, 1921 3rd Avenue North, Escanaba, MI 49829 and any independent contractors, designees or assignees that Bank may involve in providing services using Online Banking Services.

ELIGIBLE ACCOUNTS

Each First Bank deposit or loan account, including lines of credit you have with us is called an “Eligible Account.” Eligible accounts include both Consumer Accounts and Commercial Accounts. A “Consumer Account” is an account held by a natural person(s) established primarily for personal, family, or household purposes. A “Commercial Account” is any other account.

All accounts held in the Bank by the customer, or in the case of Commercial Accounts, shall be linked and will appear together and be viewable without regard to the ownership of the accounts. When an Authorized Representative or account holder accesses Online Banking Service, that person will be able to view and access all linked Commercial Accounts and all linked Consumer Accounts for which the person is a co-owner or authorized signer.

AUTHORIZED REPRESENTATIVES FOR COMMERCIAL ACCOUNTS

If you hold an Eligible Account(s) that is a Commercial Account(s), you will name one or more Authorized Representative(s) that will be allowed to access Eligible Accounts on your behalf and to name other Authorized Representatives to access Eligible Accounts on your behalf. Eligible Accounts that are linked together will appear together on the Online Banking Services without regard to ownership of these accounts. Any Authorized Representative is authorized on such terms, conditions, and agreements as we may from time to time require accessing each Eligible Account in any manner and for any purpose available through Online Banking Services whether now available or available at some time in the future.

RELATIONS TO OTHER AGREEMENTS

The terms and conditions contained in this Agreement are in addition to those that apply to Eligible Accounts you hold with us. Those account terms and conditions continue to apply, but the terms and conditions contained in this Agreement will govern any conflict or inconsistency with other account terms and conditions. In addition, when using a particular function or service on the Online Banking Services, you will be subject to any posted fees, terms, conditions or rules applicable to such function or service, which are in addition to the terms and conditions of this Agreement.

IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND/OR FEES, TERMS, CONDITIONS OR RULES OF ANY FUNCTION OF THE ONLINE BANKING SERVICES, THEN YOU SHOULD IMMEDIATELY CEASE ALL USE OF THE ONLINE BANKING SERVICES AND/OR THE APPLICABLE FUNCTION.

HARDWARE, SOFTWARE, AND INTERNET ACCESS SERVICE

You agree that you are responsible for all hardware, software, computer updates (anti-virus/malware) and Internet access services you use to access the Online Banking Services. Accordingly, Bank is not responsible for any malfunction or failure of this hardware, software, or Internet access service. You agree to hold the Bank harmless from all consequences of any unauthorized transactions resulting from such use.

BILL PAYMENT

You may use the Bill Payment function of the Online Banking Services using funds in one or more of the Eligible Consumer or Commercial Accounts that is a checking account. All payments are made from the designated Eligible Accounts each of which must be a checking account.

For purposes of this section, "Manual Payment" means a single payment that you enter each time you want to make a payment. You schedule the date you want the payment made. "Recurring Payments" are set automatically on an ongoing basis. You set up payment rules regarding their frequency, amount, and timing. The amount of any Manual Payment or Recurring Payment shall not exceed \$9,999.00. The total amount of all bill payments in any one Business Day shall not exceed \$20,000.00 unless a higher limit is authorized by the Bank.

Payment will be made electronically if the receiver has ability to accept electronic payments. Otherwise a paper check will be issued and forwarded to the payee by United States mail. Delivery of a paper check may take several additional days. Bank is not responsible for the timely delivery of postal mail or the improper transmission or handling of payments by a third party such as the failure of payee to properly post a payment to your account. We may use nonaffiliated third parties acting on our behalf to process bill payments. Third party processors are required to adhere to our strict standards of security and privacy protection.

You are responsible for providing contact information for each payee of a Bill Payment transaction. You are also responsible for providing any changes to this contact information as soon as you are aware of them in order to prevent a loss. Using the Bill Payment service, you may only pay established payees with United States addresses. While payments to most payees can be made using the Bill Payment service, we reserve the right to refuse to make payments to certain payees, such as alimony, child support, tax and other court directed or government payments, fines or penalties. We are unable to process any payments to federal, state or local tax agencies.

You authorize us to follow your payment instructions. For a payment that involves a direct check we will deduct that amount from your account the *day the check clears First Bank*. If payment was electronic we will deduct the amount within 2 Business days of the start date. We will deduct subsequent payments from your account using the Start Date as a reference point. We will initiate payments to payees designated by you, the Payor to ensure on-time payments. Please allow at least 3 Business Days for electronic and 6 Business Days for standard check payments. Your payee may require additional processing time, above and beyond our processing time. If a payee does not accept electronic payments, you authorize us to make payment by check. We may deduct these payments from your designated account even if they create an overdraft. You authorize us to make payments by electronic, paper or other means we determine appropriate.

For bill payments, you may add, delete or edit a Manual Payment up to 9:00 p.m. Eastern Standard Time ("EST") on the Payment Date. A Recurring Payment must be added, deleted or edited by 9:00 p.m. EST not at least one day prior to the date scheduled for payment. (Remember: modification of a Recurring Payment or transfer instruction will affect all future payments or transfers associated with that payment or transfer.) You may add, delete or edit a payment by using the Online Banking Services function.

You are responsible for having sufficient available funds on deposit to make payments in full on scheduled Payment Dates. If there are insufficient funds in your designated Eligible Account to make the payments you have authorized, we may either refuse to pay the item or we may make the payment and thereby overdraw your designated Eligible Account. In either event, you are responsible for any non-sufficient funds (NSF) and overdraft charges we may impose as stated in your depositor agreement. Funds for payments clear your account as would any other ACH item. ACH items usually clear within three (3) days. Additional time may elapse due to payee processing delays or other delays in the postal service or electronic payment systems.

WE SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM AN NSF OR OVERDRAFT CHARGE.

We will incur no liability if we are unable to complete any payments or transfers properly because of any one of the following circumstances:

- a. Your designated account does not contain sufficient available funds to complete the payment or transfer, or the payment or transfer would exceed the credit limit of your designated account's overdraft line.
- b. The Online Banking Services, our equipment, the software, or communications link is not working properly.
- c. The Payee mishandles, delays posting a payment, or refuses or is unable to accept a payment.
- d. You have not provided us with the correct name(s), address or account information for Payees.
- e. Your enrollment in Online Banking Services has been terminated for any reason.
- f. If circumstances beyond our control including, but not limited to, fire, flood, interference from an outside force, or act of God, prevent the proper execution of the transaction.
- g. The transfer of your funds is restricted by legal process or holds.
- h. Other exceptions stated in this agreement or related agreements or Deposit Account Agreement and Funds Availability Policy.
- i. Due to limited ability to research payments to government agencies, we will not be responsible for any late fees or penalties that may occur by these types of payments.

DAMAGES

OUR RESPONSIBILITIES ABOVE FOR INCORRECT OR MISDIRECTED PAYMENTS SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES) CAUSED BY THE ONLINE BANKING SERVICES OR THE USE OF THE ONLINE BANKING SERVICES, OR ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER, SOFTWARE, OR ANY INTERNET ACCESS SERVICES.

Bank reserves the right to terminate your use of Bill Payment service at any time without notice. If, for any reason, you should ever wish to cancel or terminate your Bill Payment service, you must inform us of your decision to do so in writing. We strongly suggest that you cancel all future bill payments at the same time that you cancel your service by deleting those payments yourself using the Bill Payment service. This will ensure that future payments made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your service has been terminated. If you terminate a Bill Payment service, you authorize us to continue making payments that you have previously authorized until we have a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will make no further payments that you have previously authorized. Upon Termination of the Bill Payment service, you will be responsible for making arrangements to pay any future or recurring payments.

If you do not log on for 6 months; we may cancel your Online Banking Service. If your service is cancelled at any time, your online Bill Payment information will be lost.

The Bill Payment monthly fees, if any, cover service for the previous month and are effective upon enrollment. Fees will be charged to your designated Eligible Account, whether or not bill payments are made in the month.

INTERNAL TRANSFERS

You may use the Online Banking Services to direct us to transfer funds between your Eligible Accounts. Transfers initiated through the Online Banking Services before 9:00 p.m. EST on a business day are posted to your account the same day. Transfers completed after this business day cutoff period or performed on a Saturday, Sunday or banking holiday (as recognized and posted by Bank as a bank holiday) will be posted on the next business day. In addition, if there are insufficient or uncollected funds in an account from which you are attempting to transfer funds the transfer may not be processed.

PRIVACY – DISCLOSURE OF CONSUMER ACCOUNT INFORMATION

We will not disclose nonpublic personal information about you and your designated consumer account(s) or transactions on your designated consumer account(s) as provided in our Deposit Account Agreement and Funds Availability Policies and our privacy statement called “What does First Bank Do with Your Personal Information?” In addition, we have the right to obtain and disclose information regarding your designated account or transactions on your designated account, from or to a Payee or financial institution to resolve payment-posting problems. These disclosures may be made:

- where it is necessary for completing transfers; or
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- in order to comply with government agency or court orders; or
- if you give us written permission.

By using the Online Banking Services, you acknowledge that you have received, read and understood our privacy statement. If you have not read our privacy statement, please do so before accessing the Online Banking Services. Our privacy statement is located on First Bank’s web site or mail.

EXTERNAL TRANSFER FUNCTIONALITY SERVICE

First Bank Upper Michigan EXTERNAL TRANSFER FUNCTIONALITY service allows you to set up and transfer funds to and from external accounts.

EXTERNAL TRANSFERS TERMS AND CONDITIONS

CONSENT

This Agreement covers all funds transfers using the First Bank Upper Michigan EXTERNAL TRANSFER FUNCTIONALITY service. To enroll in the EXTERNAL TRANSFER FUNCTIONALITY service, I understand that I must consent to receive notices and information about external transfers electronically. I also must have the ability to receive and retain electronic communications before I accept the terms of this user agreement for external transfers (the “Agreement”). The Agreement sets forth the terms and conditions under which I may request a funds transfer to or from my account at another financial institution. These terms and conditions affect my rights and I know that I should read them carefully.

DEFINITIONS

The following defined terms are used in this Agreement:

- “ACH Network” means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions. EXTERNAL TRANSFER FUNCTIONALITY service means the service that is eligible to be used within First Bank’s Online Banking Services to transfer funds to and from my accounts at other financial institutions.
- “Business Day” means every day that is not a Saturday, Sunday, or Federal Reserve Banking System banking holiday.
- “Bank” refers to FIRST BANK UPPER MICHIGAN.
- “Entry” is the transfer instruction that I initiate through the EXTERNAL TRANSFER FUNCTIONALITY service to request the Bank to originate a funds transfers from or to a Registered Account to or from an eligible Bank account on my behalf.

- “I”, “me” and “my” refer to the Bank’s customer who agrees below to the terms and conditions of this Agreement.
- “NACHA” means the National Automated Clearinghouse Association.
- “NACHA Rules” means the operating rules of NACHA.
- “Registered Account” Account that I have successfully enrolled in the EXTERNAL TRANSFER FUNCTIONALITY service.
- “Third Party Account” means an account owned by you at another financial institution located in the United States and Puerto Rico.

SCOPE OF EXTERNAL TRANSFERS SERVICE

The External Transfer service enables me to request a transfer of funds through the Online Banking self-service section of the Bank’s web site. All requests must be made and are subject to the terms of my Online Banking Agreement, my applicable account agreements, this Agreement, and all other agreements with the Bank, each as in effect from time to time, the NACHA Rules and applicable laws and regulations.

PASSWORD AND SECURITY

I agree that I am strictly responsible for establishing and maintaining procedures to safeguard against unauthorized Entries using my password, user ID or other applicable security measures. I agree not to give or make available my password, user ID, or other applicable security measures, which includes means to access the EXTERNAL TRANSFER FUNCTIONALITY service, to any unauthorized individuals. Subject to applicable law and regulations, I know that I am responsible for all actions, including Entries that I authorize using the EXTERNAL TRANSFER FUNCTIONALITY service.

If I permit any other person or third party to use the EXTERNAL TRANSFER FUNCTIONALITY service or my password, user ID, or other applicable security measures, subject to applicable law and regulations, I am responsible for any transactions they initiate using the EXTERNAL TRANSFER FUNCTIONALITY service. If I believe or suspect that my password, account number or other means to access the EXTERNAL TRANSFER FUNCTIONALITY service has been lost or stolen or that someone has used, or may attempt to use, the EXTERNAL TRANSFER FUNCTIONALITY service without my consent, I must notify the Bank at once by calling our toll free phone number 1-877-848-5533 and follow such notification with written confirmation. Subject to applicable law and regulations, the occurrence of unauthorized access will not affect any funds transfers made in good faith by Bank prior to receipt of such notification and within a reasonable time period to prevent unauthorized funds transfers.

I acknowledge that the purpose of the security procedures described above is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No security procedure for the detection of any such error has been agreed upon between me and the Bank.

Verification of Identity and Account Ownership After accepting this Agreement and providing any additional information requested, I may enroll Third Party Accounts in the EXTERNAL TRANSFER FUNCTIONALITY service. I agree to provide true, accurate, current and complete information about my Third Party Accounts and I agree to not misrepresent my identity or any of my account information.

For Consumer Online Banking only, I hereby authorize the Bank to verify my Third Party Accounts through the use of any verification process it deems necessary at any time, including, without limitation, a trial transfer, in which one or more low value payments will be credited to the Third Party Account. In the event the Bank does initiate such a trial transfer, I may then be asked by the Bank to enter the amount of each transfer made into such Third Party Account into the EXTERNAL TRANSFER FUNCTIONALITY service within ten (10) calendar days of setting up my Third Party Account.

Once the Bank deems its verification processes to be successful, each verified Third Party Account will become a

Registered Account. For Business Online Banking, the system only requires an account number and routing number of your Third Party Account for an External Transfer, a verification process is not required.

AUTHORIZATION TO COMPLETE FUNDS TRANSFER

By logging into the Bank's Online Banking Services at <https://www.first-bank.com> with my username, password and any other security measures to request an Entry through the EXTERNAL TRANSFER FUNCTIONALITY service, I authorize the Bank, including its employees and service providers, to initiate electronic debits and credits to and from my Bank account and Registered Account in order to process the requested Entry. I also authorize the Bank to initiate electronic debits or credits to or from such added Bank account or Registered Account in order to correct any error in a previous Entry or in the event that the Bank cannot complete a requested Entry. This authorization shall remain in place until I cancel the EXTERNAL TRANSFER FUNCTIONALITY service and the Bank has had a reasonable time to act upon my cancellation request.

In the event of an outstanding error or a transaction that has been returned (such as described below), I agree that the Bank retains the right to initiate Entries, even after my cancellation request, for a reasonable amount of time until the error has been corrected. If subsequent to the Bank's completion of an Entry, the funds transfer to or from the added Bank account or Registered Account to fund the transfer is not processed or is returned by the financial institution holding a Registered Account for any reason, I authorize the Bank to debit any account of mine to cover the transfer amount, including but not limited to any other Bank account or Registered Account that I have added to the EXTERNAL TRANSFER FUNCTIONALITY service, regardless of whether the Bank account or Registered Account was part of the Entry.

I represent to the Bank that I am the owner of all of the Bank account(s) and the Registered Account(s) added to the EXTERNAL TRANSFER FUNCTIONALITY service and have all necessary authority and rights to register for the EXTERNAL TRANSFER FUNCTIONALITY service and to initiate an electronic funds transfer to and from such Bank accounts and Registered Accounts. The Bank will ordinarily use ACH Network in order to initiate the Entries to and from my added Bank accounts and Registered Accounts to process an Entry.

COMPLIANCE WITH SECURITY PROCEDURES

Subject to applicable law and regulations, if an Entry (or a request for cancellation or amendment of an Entry) received by the Bank purports to have been transmitted or authorized by me, it will be deemed effective as my Entry (or request) and I shall be obligated to pay the Bank or other applicable financial institution the amount of such Entry even though the Entry (or request) was not authorized by me, provided Bank accepted the Entry in good faith and acted in compliance with the security procedures previously described with respect to such Entry.

If an Entry (or request for cancellation or amendment of an Entry) received by the Bank was transmitted or authorized by me, I shall pay the Bank or other applicable financial institution the amount of the Entry, whether or not the Bank complied with the security procedures previously described with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if the Bank had complied with such security procedure.

PROCESSING OF FUNDS TRANSFERS

If possible and commercially reasonable, the Bank will process Entries received before 4:00 p.m., Eastern Standard Time on the next Business Day after receipt. Entries that are received on a non-Business Day or after 4:00 p.m., Eastern Standard Time on a Business Day will be processed the second Business Day after receipt. Once the transaction is processed and funds are received by the Bank, the availability of the funds is subject to a one day hold. The Bank has no obligation to complete a requested Entry if: (i) the debit to the Registered Account to fund a transfer is not processed or is returned by the account holding financial institution for any reason; (ii) the requested Entry exceeds any dollar or frequency limitation placed on Funds Transfers by the Bank; (iii) any restriction or limitations imposed by the financial institution holding the Registered Accounts; or (iv) there is an insufficient funds balance in my Registered Account to complete the Entry. The Bank is not responsible for actions taken by the financial institution that holds any Registered Account, and is not responsible if the financial institution does not properly credit the funds transfer to any Registered Account.

REJECTION OF ENTRIES

The Bank may reject any Entry which does not comply with the requirements of these terms and conditions. The Bank shall notify me by email, telephone or writing of such rejection no later than the Business Day such Entry would otherwise have been transmitted by the Bank. Notices of rejection shall be effective when given. The Bank shall have no liability to me by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

RELIANCE ON MY INSTRUCTIONS

The Bank is not responsible for detecting any errors in an Entry that I request through the EXTERNAL TRANSFER FUNCTIONALITY service. I am responsible for the content of any Entry, and the Bank may rely upon the information I provide when processing the Entry. The Bank may rely solely on the account numbers and bank identifying numbers that I provide to the Bank for identifying my Third Party Account(s) and financial institution(s), regardless of whether or not I also provide the name of the account holder or the name of the financial institution.

EXTERNAL TRANSFER FUNCTIONALITY ACCOUNT LIMITATIONS

Under normal operating circumstances, the EXTERNAL TRANSFER FUNCTIONALITY service has the following limitations:

- An Entry received prior to 4:00 p.m., Eastern Standard Time will be processed by the next Business Day.
- An Entry received after 4:00 p.m., Eastern Standard Time will be processed by the second Business Day.
- Daily and Monthly credit and debit limits for funds transfers may be imposed if certain account thresholds are met and is at the Bank's discretion.

CANCELLATION OF REQUESTED FUNDS TRANSFER

I shall have no right to cancel or amend any Entry after its receipt by the Bank. However, I may request a cancellation of an Entry that I have previously requested through the EXTERNAL TRANSFER FUNCTIONALITY service if the Entry has not been processed. To request a cancellation, I should use the cancellation feature of the EXTERNAL TRANSFER FUNCTIONALITY service. If such request complies with the security procedures previously described, the Bank will take reasonable steps to act on my cancellation requests, but the Bank shall not be responsible if the Bank is unable to cancel an Entry because the Bank did not have sufficient time to act on the cancellation request or if such cancellation is not effected. I shall reimburse the Bank for any expenses, losses, or damages the Bank may incur in affecting or attempting to affect my request for the reversal of an Entry.

PROVIDE ACCURATE INFORMATION

I agree to provide true, accurate, current and complete information about myself and my accounts maintained at other financial institutions, as requested in the Bank's registration process and I agree to not misrepresent my identity or my account information. Accurate records enable the Bank to provide the EXTERNAL TRANSFER FUNCTIONALITY services to me. I agree to keep my registration and account information up to date and accurate.

OBEY THE LAW

I agree not to use the EXTERNAL TRANSFER FUNCTIONALITY services for illegal purposes or for the transmission of material that that infringes on the rights of others.

PROPRIETARY RIGHTS

I acknowledge and agree that the Bank owns all rights to this Web site, the content displayed on the site and any intellectual or proprietary property and/or technology (in any form) made available to me as a part of or in conjunction with the REMOVE TRANSFERS services. I am only permitted to use any of the foregoing as expressly authorized by this Agreement and otherwise by the EXTERNAL TRANSFER FUNCTIONALITY services. I may not copy, reproduce, distribute, or create derivative works from any content. Further, I agree not to reverse engineer or reverse compile any technology associated with the EXTERNAL TRANSFER FUNCTIONALITY service, including but not limited to, any software applications or any programming languages associated with the EXTERNAL TRANSFER FUNCTIONALITY service.

CUSTOMER REPRESENTATIONS AND INDEMNIFICATION

With respect to each and every Entry initiated by me, I represent and warrant to the Bank and agree that I shall perform my obligations under this Agreement in accordance with all applicable laws and regulations. Subject to applicable law and regulations, I agree to protect and fully compensate the Bank from any liability, loss, damages, expenses and costs (including, but not limited to, reasonable attorney's fees and expenses) caused by or arising from my use of the EXTERNAL TRANSFER FUNCTIONALITY service, my violation of or breach of any representation or warranty under this Agreement, or my infringement, or infringement by any other user of my account, of any intellectual property or other right of anyone, including any third party claims.

CONTACT INFORMATION

In case of errors, questions or service issues about EXTERNAL TRANSFER FUNCTIONALITY service, I may contact the Bank by telephone toll free at 1-877-848-5533 or write to the Bank at 1921 3rd Avenue North, Escanaba, MI 49829, Attn: Deposit Operations.

INFORMATION AUTHORIZATION

I agree that some or all of the registration information I provide to the EXTERNAL TRANSFER FUNCTIONALITY service can go through a verification process.

SERVICE CHANGES AND DISCONTINUATION

I shall pay the Bank the charges for the EXTERNAL TRANSFER FUNCTIONALITY services provided in connection with this Agreement as shall be established from time to time by the Bank. The Bank reserves the right to change or discontinue, temporarily or permanently, the EXTERNAL TRANSFER FUNCTIONALITY service at any time without notice. I agree that the Bank will not be liable to me or any third party for any modification or discontinuance of the EXTERNAL TRANSFER FUNCTIONALITY service. The Bank or its service providers may (i) suspend or discontinue the provision of the EXTERNAL TRANSFER FUNCTIONALITY service to me, (ii) suspend or discontinue my ability to use a particular account in connection with the EXTERNAL TRANSFER FUNCTIONALITY service, or (iii) refuse to process a transaction requested by me in connection with the EXTERNAL TRANSFER FUNCTIONALITY service, for any reason in the Bank's reasonable discretion, including but not limited to instances where the Bank is unable to validate any registration or transaction information provided by me, or if the Bank believes that providing services or completing the requested transaction may expose the Bank to a risk of loss or violation of applicable law. In the event of such suspension or discontinuation, the Bank will notify me via a written notification, an e-mail, or online posting on the Bank's Web site. Upon suspension or discontinuation, any recurring or future-dated transfers that have been scheduled by me will not be initiated (unless the suspension or discontinuation only concerns an account not involved in funding or receiving such recurring or future-dated transfer).

AMENDMENTS

Subject to applicable law and regulations, from time to time the Bank may amend any of the terms and conditions contained in this Agreement by providing written notice to me of the change.

CANCELLATION

I may cancel this Agreement and the EXTERNAL TRANSFER FUNCTIONALITY service at any time. Such cancellation shall be effective upon confirmation of my cancellation request by Bank personnel. The Bank reserves the right to cancel this Agreement and the EXTERNAL TRANSFER FUNCTIONALITY service immediately upon providing written notice of such termination to me, including possibly in the event of extended periods of inactivity.

Any cancellation of this Agreement or the EXTERNAL TRANSFER FUNCTIONALITY service shall not affect any of the Bank's rights and my obligations with respect to Entries initiated by me prior to such termination, or the payment obligations of me with respect to services performed by the Bank prior to termination, or any other obligations that survive termination of this Agreement.

ENTIRE AGREEMENT

This Agreement, together with all applicable account agreements, are the complete and exclusive statement of the agreement between the Bank and me with respect to the EXTERNAL TRANSFER FUNCTIONALITY service and supersedes any prior agreement or proposal and any other communications between me and the Bank relating to the subject matter of this Agreement, including in any event whether oral or written and whether such agreement, proposal or communication has already been made or occurs in the future. In the event of any inconsistency between the terms of this Agreement and any applicable account agreement, the terms of this Agreement shall govern. In the event performance of the EXTERNAL TRANSFER FUNCTIONALITY services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future law, regulation or government policy to which the Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such law, regulation or policy, and the Bank shall incur no liability to me as a result of such violation or amendment. No course of dealing between the Bank and I will constitute a modification of this Agreement, the NACHA Rules, or the security procedures previously described or constitute an agreement between the Bank and I regardless of whatever practices and procedures the Bank and I may use.

I am responsible for regularly reviewing these terms and conditions. Continued use of the EXTERNAL TRANSFER FUNCTIONALITY service and any changes constitute my consent to any changes to the terms and conditions.

BANK RESPONSIBILITIES AND LIABILITY

In the performance of the services required by this Agreement, the Bank shall be entitled to rely solely on the information, representations, and warranties provided by me pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. The Bank shall be responsible only for using its commercially reasonable efforts to provide services expressly provided for in this Agreement. The Bank shall not be responsible for my acts or omissions (including without limitation the amount, accuracy, timeliness of funds transmittal or authorization of any Entry received from me) or those of any other person, including without limitation any other financial institution, the Federal Reserve or any Automated Clearing House or transmission or communications facility, and no such person shall be deemed the Bank's agent. I agree to indemnify the Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim of any person that the Bank is responsible for any act or omission of me or any other person described in this section.

Without limiting the generality of the foregoing provisions, the Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Bank's control. In addition, the Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in the Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in the Bank's reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

In addition to other limitations on liability set forth in this Agreement, the Bank shall incur no liability to me if the EXTERNAL TRANSFER FUNCTIONALITY service does not function as described because of the existence of any one or more of the following circumstances:

(i) The EXTERNAL TRANSFER FUNCTIONALITY service is not working properly and I know or have been advised by the Bank about the malfunction before I execute a transaction;

(ii) I have not provided the EXTERNAL TRANSFER FUNCTIONALITY service with the correct registration information, or other information used to provide the services to me; or

(iii) Circumstances beyond control of the Bank (such as, but not limited to, war, emergency conditions, fire, flood, or interference from an outside force) prevent the proper execution of the requested service or transaction and the Bank has taken reasonable precautions to avoid those circumstances.

NON-ASSIGNMENT; BINDING EFFECT

I may not assign this Agreement or any of the rights or obligations hereunder to any person without the Bank's prior written consent. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

WAIVER

The Bank may waive enforcement of any provision of this Agreement. Any such waiver shall not affect Bank's rights with respect to any other transaction or modify the terms of this Agreement.

THIRD PARTY BENEFIT

This Agreement is not for the benefit of any other person, and no other person shall have any right against the Bank or me hereunder.

DISCLAIMER OF WARRANTIES

I EXPRESSLY UNDERSTAND AND AGREE THAT: MY USE OF THE EXTERNAL TRANSFER FUNCTIONALITY SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE EXTERNAL TRANSFER FUNCTIONALITY SERVICES IS AT MY SOLE RISK. THE EXTERNAL TRANSFER FUNCTIONALITY SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE STATED HEREIN, THE BANK (AND ITS SERVICE PROVIDERS AND SUPPLIERS) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE EXTERNAL TRANSFER FUNCTIONALITY SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE EXTERNAL TRANSFER FUNCTIONALITY SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. THE BANK MAKES NO WARRANTY THAT (I) THE EXTERNAL TRANSFER FUNCTIONALITY SERVICE WILL MEET MY REQUIREMENTS, (II) THE EXTERNAL TRANSFER FUNCTIONALITY SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE EXTERNAL TRANSFER FUNCTIONALITY SERVICES WILL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY ME THROUGH THE EXTERNAL TRANSFER FUNCTIONALITY SERVICE WILL MEET MY EXPECTATIONS, OR (V) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE EXTERNAL TRANSFER FUNCTIONALITY SERVICE IS DONE AT MY OWN DISCRETION AND RISK AND I AM SOLELY RESPONSIBLE FOR ANY DAMAGE TO MY COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY ME FROM THE BANK FROM THE EXTERNAL

TRANSFER FUNCTIONALITY SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

LIMITATION OF LIABILITY

IF THE BANK IS OTHERWISE LIABLE TO ME PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT OR OTHERWISE, I EXPRESSLY HEREBY AGREE THAT THE BANK SHALL BE LIABLE ONLY FOR MY ACTUAL DAMAGES, AND IN NO EVENT SHALL THE BANK BE LIABLE TO ME FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH I MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM THE BANK'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT. THE FOREGOING LIMITATIONS SHALL APPLY IN ALL CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO: (I) THE INSTALLATION, USE, OR MAINTENANCE OF ANY EQUIPMENT, SOFTWARE, AND/OR; THE EXTERNAL TRANSFER FUNCTIONALITY SERVICE; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF MY TRANSMISSIONS OR OTHER DATA; (III) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER WEB SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (VI) ANY OTHER MATTER RELATING TO THE EXTERNAL TRANSFER FUNCTIONALITY SERVICE.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to me.

Subject to the foregoing limitations, the Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate for the period involved. At the Bank's option, payment of such interest may be made by crediting any of my accounts resulting from or arising out of any claim of any person that the Bank is responsible for any act or omission of me or any other person described in this section.

SEVERABILITY

In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

ELECTRONIC COMMUNICATIONS

This Agreement and any notices or other communications regarding the EXTERNAL TRANSFER FUNCTIONALITY service may be provided to me electronically, and I agree to receive communications from the Bank in electronic form. Electronic communications may be posted on the Bank's Web site at <https://www.first-bank.com> and/or delivered to my e-mail address in the Bank's records. All communications in electronic format will be considered to be in "writing", and to have been received no later than five (5) Business Days after posting or dissemination, whether or not I have received or retrieved the communication. My consent to receive communications electronically is valid until I revoke my consent by notifying the Bank of my decision to do so. If I revoke my consent to receive communications electronically, the Bank will terminate my right to use the EXTERNAL TRANSFER FUNCTIONALITY service. I may print a copy of any electronic communications and retain it for my records.

ARBITRATION & CHOICE OF LAW

I agree to arbitrate any controversy between me and the Bank. This Agreement is governed by and interpreted under the federal laws of the United States and the laws of the State of Michigan. This Agreement is the entire understanding between me and the Bank about the EXTERNAL TRANSFER FUNCTIONALITY service.

OTHER ONLINE SERVICES AND NOTICES

All notices to me will be in writing and will be made either via posting electronically on the Bank's Web site at <https://www.first-bank.com>, e-mail or conventional mail at the Bank's discretion. All notices to the Bank must be made in writing at our address above. If any provision of this Agreement is held to be unenforceable, then such provision shall be construed as nearly as possible to reflect the intentions of the parties with the other provisions remaining in full force and effect.

Balance Inquiries: You may use Online Banking Services to check the current balance and other account information on all of your deposit accounts and most loan accounts.

Account Services: You may use Online Banking Services to request copies of checks and statements, place stop payments on checks, download your account information to personal or business management software, set up account alerts (e.g., to be notified if an account reaches a certain balance and Business Online Banking review of deposit slips).

Electronic Funds Transfer (EFT): You may use Online Banking Services to initiate and receive EFT transactions in your *accounts*.

Wire Transfer: You may use Online Banking Services to wire funds from your account (Business eBanking).

ACH Origination Services is Available: Subject to bank approval. A separate agreement and fee schedule will apply.

FEES

If applicable to you and your account, you agree to pay the fees for the services in accordance with our fee schedules and disclosures as established by us from time to time. We may automatically deduct these fees from an eligible account even if they create an overdraft and we may assess the appropriate overdraft fees. Please refer to account opening disclosure of Schedule of Fees.

SYSTEM REQUIREMENTS

In order to receive eDisclosures, you must have a computer with Internet access and an Internet email account and address; an Internet browser using 128-bit encryption or higher, current version of Adobe Acrobat, SSL encryption and access to a printer or the ability to download information in order to keep copies of your eDisclosures for your records.

If the software or hardware requirements change in the future, we will notify you of the change. If you choose to withdraw your consent upon notification of the change, you will be able to do so without penalty. Paper copies of such Documents will be mailed to you if you choose to withdraw your consent.

SECURITY

In order to access your accounts and utilize the features offered on the Online Banking Services, each Authorized Representative or account holder will need a User I.D. and Password. You agree to protect and keep confidential your User I.D. and Password and not to disclose these to any person not an Authorized Representative or otherwise not authorized by you to access your accounts or use the services offered on the Online Banking Services on your behalf. If your User I.D. and Password are disclosed to any person or entity, whether or not such person or entity is an Authorized Representative, you assume all risks and losses associated with the disclosure. You are encouraged to change passwords frequently to increase security. **You must notify us immediately if you become aware that someone may attempt to use or has used the Online Banking Services to access your accounts without your permission, or if you become aware of loss, theft, or unauthorized access to your User ID or Password have occurred. You will notify us by calling 906-786-0220 or 1-877-848-5533 during the hours of 8:30 a.m. to 5:00 p.m. EST Monday through Friday or by sending us an e-mail at ebanking@first-bank.com.** Data transferred via the electronic banking system is encrypted in an effort to provide transmission security, so that the electronic transmissions can be appropriately identified or authenticated by each other. We will authenticate your electronic banking system identity by means of a Company I.D. You agree that electronic communications validated by these means will be given the same legal authority as written communications. Notwithstanding our efforts to insure that the Online Banking Services is secure, you acknowledge that the Internet is inherently not secure and that all data transfers, including electronic email, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers using the electronic banking system or regular e-mail transmitted to and from the Bank, will not be monitored or read by others. As a result, we will not send and we strongly suggest that you do not send us any confidential account information in the form of a personal email message to our attention. **You agree that these procedures provide a commercially reasonable degree of protection in light of your particular needs and circumstances.**

Data transmitted through this Online Banking Service is encrypted for security. For all other communications see our Privacy Statement at <https://www.first-bank.com>, which is hereby incorporated into this Agreement by reference.

**OUR LIABILITY FOR FAILURE TO MAKE A TRANSFER
(CONSUMER ACCOUNTS ONLY)**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, when you have properly instructed us to do so, we will be liable to you for your losses or damages. We will **NOT** be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If, an account status prevents the transfer process (dormant, inactive, bad address, etc.)
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed, or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit on your personal reserve line or any other credit arrangements.
- If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- If any electronic terminal (ATM), telecommunication device, or any part of the electronic fund transfer system is not working properly and you knew about the problem when you started the transfer.
- If you have not properly followed the on-screen instructions for using the electronic banking system.
- If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines, or any act of God) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our account agreement(s) with you.

**YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS
AND ERROR RESOLUTION PROCEDURES
(CONSUMER ACCOUNTS ONLY)**

An “unauthorized transfer” is a transfer by a person who does not have actual, implied, or apparent permission, and is a transfer that does not benefit you. A transfer by a joint account holder or other person with an interest in your account is not an unauthorized transfer. You will not be liable for unauthorized transfers except as explained in this Agreement.

Tell us **AT ONCE** if your User ID or Password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days, you can lose no more than \$50.00 if someone used your User ID or Password without your permission.

If you do **NOT** tell us within two business days after you learn of the loss or theft of your User ID or Password, and we can prove we could have stopped someone from using your User ID or Password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If you believe your User ID or Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

Telephone: 1-877-848-5533
Fax: 1-906-786-4179, 9:00 a.m. to 5:00 p.m. EST

Or write: First Bank, Upper Michigan
Attn: Deposit Operations
1921 3rd Ave North
Escanaba, MI 49829

For purposes of these disclosures, our Business Days are Monday through Friday. Legal Holidays are not included.

If you think your statement is wrong or if you need more information about a transaction listed on the statement, we must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appears. When you contact us, you must:

1. Tell us your name and account number.
2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us by telephone or electronic means (e-mail), we may require further that you send us your complaint in writing, along with your signature, within 10 business days after your initial notification. We will determine whether an error occurred within 10 business days after we hear from you, and will correct any error promptly. However, if we require more time to investigate your complaint or question, we may take up to 45 days to complete our review. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to submit your complaint or question in writing and we do not receive it within 10 business days, we may not provisionally credit your account. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. We may rescind any provisional credit provided to you if we find an error did not occur.

**YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS
(COMMERCIAL ACCOUNTS ONLY)**

THE FOLLOWING SPECIAL PROVISIONS APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM COMMERCIAL ACCOUNTS:

Company Representative If You Are a Business Entity

If you are a Corporation, Partnership, Limited Liability Company, Association or some other form of Business Entity, we will issue one User I.D. and Password to an Authorized Representative. It is your responsibility to ensure that your User I.D. and Password are provided only to persons you authorize. You represent to us that each Authorized Representative and anyone else using your User I.D. and Password has general authority from your company to give us instructions to perform transactions using our Online Banking service.

Each person using your User I.D. and Password will have the ability to:

- Make transfers from qualifying accounts, regardless of the dollar amount of the transaction.
- Make transfers regardless of whether he/she is otherwise an authorized signer or an obligor on any accounts that are accessed.
- Obtain information that we make available about qualifying accounts.
- Obtain other services or perform other transactions that we authorize or allow.
- Allow anyone else to use your User I.D. and Password to make transfers or obtain information or other services.

Your Liability for Transactions from Business Accounts

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you or an Authorized Representative have given someone your User I.D. and Password and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. Notify us by telephone at:

Telephone: 1-877-848-5533
Fax: 1-906-786-4179, 9:00 a.m. to 5:00 p.m. EST
OR Write: First Bank, Upper Michigan
Attn: Deposit Operations
1921 3rd Ave North
Escanaba, MI 49829

We may have to change your User I.D. and Password or take additional steps to prevent further access by such person.

Our system supporting our Online Banking Services is designed so that it may be operated only upon entry of a valid User I.D. and Password. Since we condition access upon entry of a valid User I.D. and Password, we will accept instructions for transfers or other transactions from any person using valid User I.D. and Password. This is so even if the person obtaining access:

- Is not a company representative.
- Exceeds your authority or that granted by any company representative.
- Does not have your authority.
- Has had his/her authority changed or revoked.
- Is an imposter or thief.

You agree to be bound by all transactions from any business account for which a valid User I.D. and Password were used. You authorize us to treat any instructions we receive using valid User I.D. and Password as if the instructions had been made in writing and signed by the appropriate company representative. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our Online Banking Service.

Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the User I.D. and Password that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better you can keep your losses down.

You agree to promptly examine all account statements and any confirmations of transfers which we or other banks may send or make available to you and to promptly notify us of any discrepancy or error within 30 days of receipt of any such statement or confirmation. Notify us as soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this agreement which is listed on the statement using the contact information below.

Telephone: 1-877-848-5533
Fax: 1-906-786-4179, 9:00 a.m. to 5:00 p.m. EST

OR Write: First Bank, Upper Michigan
Attn: Deposit Operations
1921 3rd Ave North
Escanaba, MI 49829

Limitations on Our Liability in Connection with Business Accounts

We will make every reasonable effort to provide full performance of our Online Banking Services, and on a timely basis to resolve disputes that may arise. We will only be responsible for acting on instructions that we actually receive. We cannot assume responsibility for any malfunctions or capacity reductions or other problems in your equipment or in public communications networks not under our control that may affect the accuracy or timeliness of transactions you perform. Our only liability is to correct errors within our control. We are not responsible or liable to you for any loss, damage or injury caused by our Online Banking Services. Neither will we be liable for any consequential, incidental, special, indirect or punitive loss or damage, including but not limited to dishonor of checks or other items or expenses which you may incur or suffer by reason of this agreement or the services we provide, whether or not the possibility or likelihood of such loss, damage, or expense is known to us.

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES WE PROVIDE YOU UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Security Procedures

By entering into this agreement and using our Online Banking Services and Bill Pay service to perform transactions from business accounts, you agree to comply with all of our present and future security procedures with respect to transactions and services covered by this agreement. This includes, but is not limited to, protection of your User I.D. and Password and other personal and business information. Our security procedures are contained in this agreement and in other written procedures we may provide to you.

You acknowledge receiving a copy in writing of our current security procedures in this agreement and other documents we may provide to you. You agree that our current security procedures are commercially reasonable in the context of your business operations. We may at any time change our security procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our security procedures the highest level of confidentiality and to ensure that no User I.D. and Password is used by or accessible to anyone other than persons you have authorized.

Notwithstanding any security procedure, which may from time to time be in effect for detecting errors in transactions covered by this agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

Indemnification

If you are a business entity or an individual performing transactions from a business account, you agree to indemnify us and hold us harmless from and against any and all claims, demands, expenses (including but not limited to any company representatives or other persons authorized to perform transactions) arising out of (i) any transactions or attempted transactions covered by this agreement from a business account or (ii) your breach of this agreement.

END OF SPECIAL PROVISIONS THAT APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS

SECURITY

To help enhance your security, we recommend that you follow some general safety guidelines:

- Never walk away from your computer while logged on to this service.
- Memorize your User I.D. and Password it will not expire.
- Don't share your User I.D. and Password with anyone.
- Select a User I.D. and Password that will be easy for you to remember but difficult for others to guess.
- Do not use names of family members or pets, Social Security number, birthday or other **personal** information.
- Do not use words in a dictionary, slang, or common character sequence such as "123456789".
- Choose a that contains at least one lower case and one upper case **alphabetic character**, at least one number, and one special character such as "!, @, #, \$, %, ^, &, *, (,)". (User ID's do not use special characters).
- Your User I.D. and Password are case sensitive.
- Your User I.D. and Password cannot be the same.
- Never give your User I.D. and Password to someone else, even if they identify themselves as a Bank employee. Under no circumstances do we need your Password.
- Notify us immediately if you believe your User I.D. and Password have been lost or stolen.

We require your browser to be 128-bit encryption enabled.

LOSS OF DATA

You agree that, should your data be lost or destroyed as a result of your systems failure or interruption, you are responsible for all consequences resulting from such systems failure or interruption. You are responsible for verifying the accuracy and completeness of all transactions conducted through the Online Banking Services including those affected by any system failure or interruption.

OUR OBLIGATION TO CONDUCT TRANSACTIONS

We are not obligated to conduct any transaction or instruction that does not comply with the terms and conditions of the Eligible Accounts. We may also refuse to honor any transaction we have reason to believe may not be authorized by you or any other party whose authorization may be necessary to effect the transaction. Nor will we honor any transaction, including that which involves funds subject to hold, dispute, or other restriction or legal

process that we believe prevents their withdrawal or transfer. We will not honor any transaction or instruction that is in violation of any law, regulation, or Bank policy, procedure or practice. We will not honor any transaction or instruction that we have reasonable cause not to honor.

LINKS TO OTHER WEBSITES

The Online Banking Services may contain links to other third-party websites. Unless noted on the Online Banking Services, the Bank is not affiliated with, nor does the Bank sponsor or endorse, any of these sites, and provides such links solely for your convenience. Your use of these sites is at your own risk, and in no event shall Bank be responsible or liable for any information, content, products, services, practices or other materials on or available from or through such sites.

INDEMNITY

You agree to indemnify, defend, and hold us, our agents, subsidiaries, affiliates, officers, directors, employees, and attorneys harmless from and against any and all claims, actions, proceedings, costs, damages, losses, liabilities, and expenses (including attorney fees and costs) arising out of or in connection with your access to and use of the Online Banking Services, or submission of data, transactions, instructions, or information to us using the Online Banking Services, breach of this Agreement, and/or violation of any applicable law or right of a third party.

DISCLAIMER OF WARRANTIES

YOU ACKNOWLEDGE THAT THE ONLINE BANKING SERVICES COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS; AND THAT THE ONLINE BANKING SERVICES MAY BECOME INOPERABLE OR OTHERWISE UNAVAILABLE FOR PERIODS OF TIME. REFERENCES TO THIRD PARTIES, THEIR SERVICES AND PRODUCTS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

YOUR USE OF THE ONLINE BANKING SERVICES IS AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM BANK, OR THROUGH OR FROM THE ONLINE BANKING SERVICES, SHALL CREATE ANY REPRESENTATION OR WARRANTY BY BANK.

THE ONLINE BANKING SERVICES IS PROVIDED TO YOU ON AN "AS IS" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE. WITHOUT LIMITING THE FOREGOING, BANK MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE ONLINE BANKING SERVICES, OR THAT THE USE OF THE ONLINE BANKING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA.

ALL OTHER CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY BANK, ITS LICENSORS AND CONTENT PROVIDERS.

DAMAGES

REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, IN NO EVENT SHALL THE BANK, ITS LICENSORS OR CONTENT PROVIDERS BE LIABLE OR RESPONSIBLE TO YOU IN ASSOCIATION WITH THE ONLINE BANKING SERVICES, OR YOUR USE THEREOF, FOR ANY (A) INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF WE OR THEY ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; (B) LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOST EXPECTANCY, OR BUSINESS INTERRUPTIONS; AND/OR (C) DIRECT DAMAGES IN ANY AMOUNT IN EXCESS OF THE FEES RECEIVED BY BANK IN CONNECTION WITH THE APPLICABLE SERVICE AND/OR TRANSACTION(S). ANY CLAIM RELATED TO THE ONLINE BANKING SERVICES MUST BE INITIATED WITHIN ONE (1) YEAR OF THE DATE YOU KNEW, OR REASONABLY SHOULD HAVE KNOWN, OF THE EXISTENCE OF SUCH CLAIM AGAINST BANK.

COPYRIGHT AND TRADEMARK

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CHOICE OF LAW; DISPUTE RESOLUTION; JURY TRIAL WAIVER

This Agreement will be governed by and construed in accordance with the laws of the State of Michigan without regard to conflict or choice of laws rules. Any disagreement, issue, claim, or conflict arising out of or in connection with this Agreement will be determined by arbitration and not by a court. Arbitration will be held in Michigan and will be conducted under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). The arbitration will be conducted by a single arbitrator selected by the mutual agreement of the parties or, if the parties cannot agree, by the AAA. The decision of the arbitrator will be final and binding on both parties.

Judgment upon the decision of the arbitrator may be entered in any court having jurisdiction in the State of Michigan. This section does not prohibit the right of either party to obtain provisional or ancillary remedies from a court of law in the State of Michigan before, during, or after the arbitration. The party that loses the arbitration shall pay the costs of the arbitration and the legal expenses of the prevailing party, including reasonable attorney fees.

THE UNDERSIGNED AND BANK ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT.

WAIVER

The failure of the Bank to enforce any right or provision in the Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the Bank in writing. No waiver shall be implied from a failure of the Bank to exercise a right or remedy. In addition, no waiver of the Bank’s right or remedy will affect the other provisions of the Agreement.

CHANGES; AMENDMENTS; REVISION

We reserve the right, at our discretion, to add, delete, change, modify, alter, or discontinue the services or any aspect, feature, or function of the services at any time, including content, hours, and equipment needed for Access or use (“change(s)”). We also reserve the right, at our discretion, to add, delete, change, modify, or amend any fees, help screens or other terms and conditions of this Service Agreement at any time (also called, “change(s)”). Unless an immediate change is necessary to ensure the security of the services or your accounts, we will send you notice to the mail address or e-mail address we currently possess in our file at least 30 days before the effective date of any changes if required by law.

Any use of the service after we send you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the bill payment online services, services, and/or related material and these changes may render prior versions obsolete. Consequently, we reserve the right to terminate this Service Agreement as to all such prior versions of the bill payment online services, services, or related material and limit access to the services more recent revisions and updates.

TERMINATION OR DISCONTINUATION

In the event you wish to discontinue any or all of these services, you must contact us in writing. Written notice of service discontinuance must be supplied 10 Business Days prior to the actual discontinuance date and must be mailed or faxed to:

**First Bank, Upper Michigan
Attn: Deposit Operations
1921 3rd Avenue North
Escanaba, MI 49829
Fax (906) 786-4179**

We reserve the right to terminate your use of the services in whole or in part at any time. Neither termination nor discontinuation shall affect your liability or obligation under this agreement.

Since service cancellation requests take up to 10 days to process, you should cancel all outstanding payment or transfer orders in addition to notifying us of your desire to terminate the service. We will not be liable for payments or transfers not cancelled, or payments or transfers made, due to the lack of proper notification by you of service termination or discontinuance for any reason.

MISCELLANEOUS AND FEE SCHEDULE

- a. Your monthly checking account statement will contain information about any bill p ay m e n t transactions completed during the statement period.
- b. In the event of a dispute regarding the services, you and we agree to resolve the dispute by using the terms and conditions contained in this agreement and the Deposit Account Agreement and Funds Availability Policies, as they may be amended from time to time, and not to representations made by our employees or agents.
- c. You agree that anyone with an ownership interest in your accounts, including joint accounts, may access those accounts, unless we are instructed to the contrary.
- d. You represent and warrant that you are at least 18 years of age.
- e. Our failure to exercise or enforce any right or provision of this Service Agreement shall not constitute a waiver of such a right or provision unless acknowledged and agreed to by us in writing.
- f. This agreement shall be governed by and construed in accordance with the laws of the United States and, to the extent state law applies, Michigan law.

FEE SCHEDULE

First Bank Upper Michigan
1921 3rd Ave North
Escanaba, Michigan 49829
1-877-848-5533
www.first-bank.com
gladstone@first-bank.com

FEES AND CHARGES. The following fees and charges may be assessed against your account:

Check printing fees vary by the style of check ordered.

An overdraft fee of \$35.00 will be charged per item for covering overdrafts created by check or draft, in-person withdrawal, ATM withdrawal, or other electronic means.

Replace ATM and or Debit Card	\$10.00
Overdraft Fee/Return item fee for each item paid/returned	\$35.00
Overdraft Fee/Return item Maximum fees per day	\$280.00
Foreign ATM W/D	\$1.00
ATM Fee for Non First Bank Customers	\$3.00
Cashier Check - Customer	\$3.00
Cashier Check - Non Customer	\$10.00
Account Research Fee per Hour (minimum \$25)	\$25.00
Account Balancing Assistance Fee per Hour	\$25.00
Deposited Checks Returned Unpaid	\$0.00
Telephone Transfer	\$3.00
Domestic Wire Transfer - Outgoing	\$25.00
Foreign Wire Transfer - Outgoing	\$60.00
Incoming Wire Transfer for Non Customer	\$10.00
Processing Fee - Garnishments	\$75.00
Processing Fee - Levies	\$75.00
Repossession of Collateral Charge	\$200.00
Photocopies per page	\$1.00
Fax Machine - Outgoing per Page	\$2.00
Fax Machine - Incoming per Page	\$2.00
Returned Statement (Undeliverable Address)	\$5.00
Notary and/or Signature Guarantee Fee - Non Customers	\$10.00
Account Closing Fee if closed within 90 days of opening	\$10.00
Escheat Account Fee	\$100.00
Monthly Dormant Account Fee for Balances below \$100.00	\$5.00
Deposit Collection Fee	\$35.00
Night Deposit Locked Bag	\$25.00
Amortization Schedule	\$10.00
Zipper Bag	\$5.00
Foreign Currency	5% of transaction amount
Safe Deposit Key Replacement	\$30.00
Safe Deposit Box Drill Cost	\$250.00
Stop Payment Fee	\$30.00
Stop Payment Renewal Fee	\$15.00
Expedited card fee	\$50.00
Return Item Fee for each resubmission or re-presentation	\$35.00
Copy of Statement	\$5.00

Possible Withdrawal Limitations from Savings, and Money Market Accounts: If your account is a savings or money market account, we may require 7 days advance warning before a withdrawal may be made from your account.

Other Fees:

Bill Pay is a feature in Online Banking and is free for personal checking accounts if you have direct deposit with First Bank. If you do not have direct deposit, the first three months of Bill Pay are free. After the three months expire, a \$3.00/month Online Banking User Fee will be charged to your account.

Domestic Currency Exchange Fees for Customers: Coin \$0.05/roll, Bills \$0.50/pack

Domestic Currency Exchange Fees for Non Customers: Coin \$0.25/roll, Bills \$1.00/pack

Mileage for Repossession will be charged at the standard IRS rate.

Annual Safe Deposit Box Fees vary based on the safe box size selected.

SIGNATURES

You agree to all of the provisions of this agreement (to the extent applicable as provided in this agreement) by any and all of the following means:

- Using First Bank Online Banking and Bill Payment service to perform any transactions.
- Physically signing this agreement.
- Causing your company representative to physically sign this agreement, if you are a business entity.
- Completing a separate electronic consent form to receive disclosures and enter into this agreement electronically.

Your electronic consent or use of Online Banking Services and Bill Payment service has the same effect as if you had signed this agreement with your physical signature or that of your authorized company representative.

Your physical signature, electronic consent, or use of Online Banking Services and Bill Payment service is also your acknowledgement that you have received a copy of this agreement in paper form, or if you have provided a separate electronic consent, in electronic form. If you are offered or provided an electronic copy of this agreement but would like to have a paper copy, please contact us at 1-877-848-5533 or at 1-906-786-0220 or write to us at First Bank Upper Michigan 1921 3rd Avenue North, Escanaba, MI 49829 and we will forward a paper copy to you.

CONSENT

By clicking ***I Agree*** you consent to receive information electronically and agree to the terms and conditions set forth in this Agreement.