

**THE FIRST NATIONAL BANK & TRUST CO. OF IRON MOUNTAIN  
ESIGN DISCLOSURE AND CONSENT FOR ELECTRONIC DELIVERY OF AGREEMENTS AND  
DISCLOSURES**

If you consent to this ESIGN Disclosure and Consent for Electronic Delivery of Agreements and Disclosures (“**Agreement**”), you will be agreeing that The First National Bank & Trust Co. of Iron Mountain (“**Bank**”) can provide the documents described in this Agreement (“**Disclosures**”) to you electronically through Bank’s online banking system. If you do not consent to this Agreement, Bank will be required to provide the Disclosures to you in paper or other non-electronic form. However, if you do not consent to this Agreement, you will not be able to enroll in or use Bank’s online banking, mobile banking or bill pay services. Please review the entire Agreement carefully. You should also print, download, or save a copy of this Agreement for your records.

**Scope of Consent**

If you consent to this Agreement, you are agreeing that Bank can deliver any and all of the following Disclosures to you electronically through Bank’s online banking system: disclosures, notices and other documents required by law to be provided in connection with your enrollment in, use of or maintenance of online banking, mobile banking or bill pay; and change in terms notices required by law for these services.

These Disclosures include but are not limited to: error resolution notices; fee schedules, and other disclosures required by Regulation E as well as changes to fee schedules and other change in terms notices required by Regulation E.

Some Disclosures may be included in contracts or agreements, such as the Online Banking Access Agreement and/or the Mobile Banking Access Agreement. By consenting to this Agreement, you are also agreeing that Bank can deliver the Online Banking Access Agreement, Mobile Banking Access Agreement, and any amendments to either of them to you electronically through the online banking portal or system.

This Agreement applies to Disclosures related to online banking, mobile banking, or bill pay.

**Paper Delivery**

You have a right to receive paper copies of this Agreement and each of the Disclosures. However, if you consent to this Agreement, Bank will not mail or otherwise deliver paper copies of them to you, unless you specifically request a paper copy. To receive paper copies of this Agreement or any Disclosure at no charge, call Bank at 906-774-2200 or at 877-803-1814 (toll free); write to Bank at: The First National Bank & Trust of Iron Mountain, Attn: Customer Service, P.O. Box 370, 233 S. Stephenson Ave., Iron Mountain, MI 49801 with your name and mailing address; or email Bank at [customerservice@fnbimk.com](mailto:customerservice@fnbimk.com). Bank will provide paper copies upon request to the extent that they are still reasonably available to Bank. You may also save copies to your computer or other electronic device. If you have a printer connected to your computer or other electronic device, you may also print copies.

**Withdrawal of Consent to Electronic Delivery**

After you consent to receiving the Disclosures electronically, you can withdraw your consent by writing Bank at The First National Bank & Trust of Iron Mountain, Attn: Customer Service, P.O. Box 370, 233 S. Stephenson Ave., Iron Mountain, MI 49801; calling Bank at 906-774-2200 or at 877-803-1814 (toll free); or emailing Bank at [customerservice@fnbimk.com](mailto:customerservice@fnbimk.com). The withdrawal of your consent will be effective within a reasonable time after Bank receives it. It will not apply to any Disclosure that you received electronically prior to withdrawing consent. After your withdrawal is effective, Bank will not provide the Disclosures electronically and, to the extent required by law, will provide them to you in paper or other non-electronic form.

If you withdraw your consent, Bank will terminate your access to its online banking, mobile banking and bill pay services.

**Hardware and Software Requirements to Access and Retain Information**

In order to receive and retain electronic copies of the Disclosures, you must have the following hardware and software:

- (a) A personal computer or other electronic device and operating system. The computer or other device must be capable of accessing the Internet.
- (b) An Internet connection.
- (c) Software or a program that permits you to receive, access, read and store portable document format files or PDF files. Such software and programs include Adobe® Acrobat Reader® version 8.0 and above.
- (d) An Internet web browser capable of supporting 128-bit SSL encrypted communications, such as Microsoft® Internet Explorer, Mozilla Firefox, Safari (Apple and Mac users only), or Google Chrome; with cookies enabled. The current and prior major releases of these browsers are all supported.
- (e) The supported browsers above are for use with the traditional online banking interface and devices (desktop/laptop) and do not apply to use with mobile devices (mobile phones/tablets). If using a mobile phone or tablet to access online banking

outside of the mobile banking application, functionality and appearance may vary from the functionality and appearance through the traditional desktop/laptop interface.

**Note:** In order to print copies of the Disclosures, your computer or other electronic device must be connected to a functioning printer.

**Notification of a Change in E-mail Address**

You assume responsibility for providing a valid email address to Bank. You must notify Bank of any change in your e-mail address by updating your email address in Bank’s online banking system or by calling Bank at 906-774-2200 or at 877-803-1814 (toll free); writing to Bank at: The First National Bank & Trust of Iron Mountain, Attn: Customer Service, P.O. Box 370, 233 S. Stephenson Ave., Iron Mountain, MI 49801; or emailing Bank at [customerservice@fnbimk.com](mailto:customerservice@fnbimk.com).

**Affirmative Consent**

By clicking “I Agree” below, you consent to the electronic delivery of the Disclosures, including, but not limited to, the Disclosures in the Online Banking Access Agreement and Mobile Banking Access Agreement. You also agree that Bank does not need to provide you with a paper or other non-electronic copy of any Disclosure, unless you specifically request a paper or other non-electronic copy of that Disclosure, the Online Banking Access Agreement, or the Mobile Banking Access Agreement. Your consent is valid until you withdraw your consent pursuant to this Agreement.

**THE FIRST NATIONAL BANK & TRUST CO. OF IRON MOUNTAIN  
ONLINE BANKING ACCESS AGREEMENT**

THIS ONLINE BANKING ACCESS AGREEMENT GOVERNS USE OF AND ACCESS TO THE FIRST NATIONAL BANK & TRUST CO. OF IRON MOUNTAIN’S ONLINE BANKING SERVICE. YOU SHOULD CAREFULLY REVIEW THIS ONLINE BANKING ACCESS AGREEMENT AND SHOULD KEEP A COPY FOR YOUR RECORDS.

BY CLICKING “I AGREE” BELOW: (1) YOU AGREE, INDIVIDUALLY OR AS AN AUTHORIZED REPRESENTATIVE OF AN ENTITY, TO ALL OF THE TERMS OF THIS ONLINE BANKING ACCESS AGREEMENT; AND (2) YOU REPRESENT AND WARRANT THAT YOU ARE LEGALLY AUTHORIZED TO ENTER INTO THIS ONLINE BANKING ACCESS AGREEMENT ON BEHALF OF AN OWNER OF EACH ACCOUNT (DEFINED BELOW) THAT WILL BE ACCESSED THROUGH ONLINE BANKING PURSUANT TO THIS ONLINE BANKING ACCESS AGREEMENT.

IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS ONLINE BANKING ACCESS AGREEMENT OR ARE UNSURE IF YOU ARE AUTHORIZED TO ENTER THIS ONLINE BANKING ACCESS AGREEMENT, THEN YOU SHOULD NOT USE THE FIRST NATIONAL BANK & TRUST CO. OF IRON MOUNTAIN’S ONLINE BANKING SERVICE AND SHOULD NOT CLICK “I AGREE” BELOW.

- 1. DEFINITIONS.** For purposes of this Online Banking Access Agreement, “you” and “your” mean the Account owner(s) on whose behalf this Online Banking Access Agreement has been accepted. Additionally, the following capitalized terms shall have the following meanings:
- (a) “**Account**” means a loan or deposit account that you maintain with Bank, that you designate in your Enrollment Form as an account to be linked to Online Banking, and that Bank permits to be linked to Online Banking.
  - (b) “**Account Agreements**” means, collectively, all agreements, disclosures and fee schedules applicable to your Account(s) and Services, and the general Bank website terms and conditions and privacy notice.
  - (c) “**Applicable Laws**” means all applicable federal, state and local laws, statutes, rules, codes, directives, regulations, orders and ordinances, as enacted and/or amended from time to time, and the NACHA Rules, to the extent applicable and as amended from time to time.
  - (d) “**Available Funds**” means the total amount of the immediately available, good and collected funds in a deposit Account as of the close of business on any Business Day, determined in accordance with the manner in which Bank generally provides credit for deposited items as set forth in the Account Agreements.
  - (e) “**Bank**” means The First National Bank & Trust Co. of Iron Mountain.
  - (f) “**Business Account**” means an Account established primarily for a business purpose.
  - (g) “**Business Day**” means Monday through Friday, excluding federal holidays and any holidays recognized by Bank.

- (h) **“Consumer Account”** means an Account established primarily for personal, family or household purposes.
- (i) **“Enrollment Form”** means the paper or electronic enrollment form Bank provides for you to enroll an Account and/or Service in Online Banking.
- (j) **“NACHA Rules”** means the National Automated Clearinghouse Association rules and guidelines governing the Automated Clearinghouse Network.
- (k) **“Online Banking”** means a Bank service that enables you and Users to access Accounts and other Services through an online portal.
- (l) **“Online Bill Payment Service”** means a service available through Online Banking that enables the initiation of payments to designated payees.
- (m) **“Services”** mean services accessible through Online Banking, including the Online Bill Payment Service.
- (n) **“User”** means an individual authorized to use Online Banking.

2. **ENTIRE AGREEMENT.** This Online Banking Access Agreement incorporates the terms and conditions of the Account Agreements. The Account Agreements and this Online Banking Access Agreement shall, to the extent possible, be interpreted so as to supplement each other and avoid any conflict between them. However, in the event of a conflict between an Account Agreement and this Online Banking Access Agreement, this Online Banking Access Agreement shall govern with respect to the use of Online Banking. This Online Banking Access Agreement, together with the Enrollment Form, constitutes the entire agreement between you and Bank with respect to the subject matter hereof and supersedes any prior agreement between you and Bank regarding Online Banking.

### 3. SYSTEM AND SOFTWARE REQUIREMENTS.

- (a) You are responsible for the purchase, installation, maintenance, operation, upgrades, security of the software, hardware and equipment required to access and use Online Banking, including, but not limited to, a computer, web browser software, anti-virus and anti-spyware software and computer firewall. Bank is not responsible for and has no liability for: (i) any errors or issues that arise from the malfunction or failure of the software, hardware or equipment used in connection with Online Banking; or (ii) error, failure or nonperformance of Online Banking, including the risk that you or a User do not operate the computer software properly.
- (b) You agree to use a reputable anti-virus and anti-spyware software program and to update such anti-virus and anti-spyware software on a regular basis. Bank encourages you and any Users to routinely scan your computer, any other computer used to access Online Banking, and any removable drives and diskettes, using a reliable anti-virus product to detect or remove any viruses. Undetected or un-repaired viruses may destroy programs, files and even hardware. Additionally you or a User may unintentionally transmit the virus to other computers. Bank also encourages you to purchase and employ a reliable firewall on any computer used to access Online Banking to protect from intrusion while connected to the Internet. You are solely responsible for the proper installation, configuration, and maintenance of any intrusion detection system you or a User may employ. Bank is not responsible for and has no liability for any: (i) electronic virus or viruses; (ii) computer virus or related problems that may be associated with the use of Online Banking or the Services; or (iii) damage or any other loss directly or consequentially, which you or a User may suffer or incur by reason of your use, a User’s use, or a third party’s use of the computer or software.
- (c) You acknowledge that changes in technology, software, Bank policies and procedures, or other developments may require modifications of (or new or additional) software, hardware and equipment which you will be solely responsible for upgrading, at your sole cost and expense, if you desire to make continued use of Online Banking.

### 4. ACCOUNTS AND ACCESS.

- (a) To use Online Banking, you must have and maintain one or more Accounts with Bank and have access to Internet service. To use the Online Bill Payment Service, you must have at least one checking Account with Bank and access to the Internet service. Online Banking and the Online Bill Payment Service can be used to access only the Account or Accounts. You can request to add an account or delete an Account from Online Banking by calling Bank at 906-774-2200 or toll free at 877-803-1814 and completing an authorization amendment in the form required by Bank.
- (b) For a deposit Account, you agree to keep sufficient Available Funds in the Account to cover any transaction that is ultimately approved by Bank and any fees that are related to Online Banking or the Account. For an Account that is a

loan Account, you agree to keep sufficient credit available to permit any transaction that is ultimately approved by Bank and any fee related to Online Banking without exceeding your applicable credit limit.

- (c) You agree that Users may use Online Banking to access an Account, access Account information and conduct transactions to the same extent that you may do so and that Bank is authorized to conduct any transaction initiated through Online Banking using your password and login ID. You also agree that Bank is authorized to act on a User's instructions and provide Account information to a User as provided in this Online Banking Access Agreement. You assume responsibility for each User's compliance with this Online Banking Access Agreement.

**5. ONLINE BANKING FEATURES.** You or a User can use Online Banking to check Account balances, view Account histories, receive Alerts, and view current Account statements. For deposit Accounts (other than a certificate of deposit account), you or a User can use Online Banking to transfer funds between Accounts. You or a User can use Online Banking to transfer funds from a deposit Account (other than a certificate of deposit account) to a loan Account. For a loan Account that is a home equity line of credit, business line of credit, or First Reserve Line, you or a User can use Online Banking to request a draw on the loan Account to be deposited into a deposit Account (other than a certificate of deposit account). If you have enrolled in the Online Bill Payment Service, you or a User may use Online Banking to pay bills from a checking Account. Additional features may be accessible through Online Banking if you have executed additional agreements.

**6. ALERTS.**

- (a) You or a User may elect to receive Account or Service-related alerts through Online Banking. You or any User may activate, customize, deactivate or reactivate alerts. Bank may add new types of alerts periodically, or cease to provide certain types of alerts at any time at its sole discretion. Alerts will be displayed once when you or the User (as applicable) first log in to Online Banking after the occurrence that triggered the alert.
- (b) You understand and agree that any alerts provided through Online Banking may be delayed or prevented for a variety of reasons. Bank attempts to provide alerts in a timely manner with accurate information. However, Bank does not guarantee the delivery or the accuracy of the content of any alert. You agree that Bank shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert, for any errors in the content of an alert, or for any actions taken or not taken by you, a User or any third party in reliance on an alert. An alert displayed to you through Online Banking constitutes notice to you.

**7. ONLINE BILL PAYMENT SERVICE.**

- (a) For each payment requested through the Online Bill Payment Service ("**Bill Payment**"), the following information must be designated: the checking Account at Bank from which the Bill Payment is to be made ("**Payment Account**"); the payee's complete name; the payee-assigned account number; and the payee's remittance address (all exactly as shown on the billing statement or invoice); the amount of the Bill Payment; and the date you want the Bill Payment to be debited from your Payment Account. You agree that neither you nor any User shall request a Bill Payment to a payee outside the United States. If a Bill Payment is scheduled to be debited from your Payment Account on a day that is not a Business Day, your Payment Account will be debited the next Business Day at 12:00 NOON (Central Standard Time). You agree that, based upon instructions Bank receives under your login ID and password, Bank may charge your Payment Account by electronic transfer, "no signature required draft," or by debiting and remitting funds on your behalf. Bank reserves the right to refuse to pay any payee. If Bank does refuse to pay a payee, it will provide notice of such refusal.
- (b) Bank will choose the method by which payments are sent to payees (i.e., electronically, by check or otherwise). If the payee is to be paid by paper check, you understand and agree that paper checks are mailed to the payee and that the payee may not receive the Bill Payment until five (5) to eight (8) Business Days after the date the check is mailed. If the payee is to be paid electronically, you understand and agree that the payee may not receive the Bill Payment until three (3) to four (4) Business Days after the date the Bill Payment is debited from the Payment Account. You understand and agree that Bank is not responsible for the timely delivery of mail or the improper transmission or handling of Bill Payments by third parties.
- (c) To cancel a Bill Payment other than a preauthorized electronic fund transfer, you or a User must cancel the Bill Payment via Online Banking (by following the onscreen instructions) before 12:00 NOON (Central Standard Time) on the date the Bill Payment is scheduled to be debited from your Payment Account. For instructions on canceling or stopping a preauthorized electronic fund transfer, see Section 7, below. If Bank has chosen to make a Bill Payment by means of a paper check, you or a User may also be able to stop payment on the paper check by calling Bank at 906-774-2200 or toll free at 877-803-1814. The stop payment request must precisely identify the name of the payee, the payee-assigned account number, the amount and scheduled date of the Bill Payment, and the ID number from the Bill

Payment “scheduled payments” screen. You will incur regular stop payment charges as disclosed in the current fee schedule for the applicable Payment Account.

- (d) To the extent the automated clearinghouse network is used to facilitate a Bill Payment (typically, Bill Payments sent electronically), you agree to be bound by the NACHA Rules. Further you agree no Bill Payment violates or will violate any Applicable Laws.

#### **8. STOP PAYMENTS OF PREAUTHORIZED ELECTRONIC FUNDS TRANSFERS.**

- (a) If you or a User have told Bank in advance to make recurring Bill Payments or other recurring electronic funds transfers out of a deposit Account, you or a User can stop any of these payments by (i) calling us at 906-774-2200 or toll free at 877-803-1814, or (ii) writing us at Attn: Customer Service, P.O. Box 370, 233 S. Stephenson Ave., Iron Mountain, MI 49801, in time for us to receive the request three (3) Business Days or more before the Bill Payment or other electronic fund transfer is scheduled to be made. If you or a User calls, Bank may also require you or the User to put the request in writing and get it to us within fourteen (14) days after the call.
- (b) **Consumer Deposit Accounts Only:** If you or a User order Bank to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and Bank does not do so, Bank will be liable for your losses or damages.

#### **9. ONLINE BANKING AVAILABILITY AND CUT-OFF TIMES.**

- (a) Online Banking is generally available twenty-four (24) hours a day, seven (7) days a week. However, Bank only processes transactions and updates information on Business Days. There may be times when Online Banking will be unavailable due to routine system maintenance. This is usually done on the weekend at midnight or later but can change due to special circumstances. If Online Banking is unavailable for a prolonged period of time, Bank will post a notice on Bank’s website stating the times Online Banking is expected to be unavailable. Online Banking may also be unavailable due to unforeseen circumstances, such as weather or disasters.
- (b) Bank’s offices are located in Michigan and its Business Day is based on the Central Standard Time. For posting purposes, electronic transfers initiated before midnight (Central Standard Time) on a Business Day are posted to your Account that Business Day. Electronic transfers completed on or after midnight (Central Standard Time) on a Business Day, Saturday, Sunday or Bank holiday, will be processed on the next Business Day.

**10. FEES AND CHARGES.** Bank does not currently charge any fees for use of Online Banking or the Online Bill Payment Service. There may be fees or charges for certain activities conducted through Online Banking, such as overdraft fees and stop payment fees. These fees and charges are described in the applicable Account Agreements, and you are responsible for all such fees and charges. There may also be fees and charges for services that can be accessed through Online Banking if you have executed an additional agreement. These fees and charges are described in the agreements for the additional services, and you are responsible for all such fees and charges. You are also responsible for telephone and Internet service fees incur in connection with use of Online Banking. Bank reserves the right to amend this Online Banking Access Agreement and impose fees for Online Banking and/or the Online Bill Payment Service after giving notice in accordance with this Online Banking Access Agreement and any Applicable Law.

#### **11. SECURITY PROCEDURES.**

- (a) Bank will provide you with a temporary password to access Online Banking. For security purposes, you or a User must change the password upon the initial login to Online Banking, and every one hundred eighty (180) days thereafter. If the login ID is not used to access Online Banking to change your temporary password within thirty (30) days, authorization will deactivate and you will need to contact Bank to re-establish authorization to use Online Banking. Bank recommends a password that utilizes six (6) to twelve (12) upper and lower case alpha numeric characters for purposes of security. The password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down. The password is not communicated to Bank. Upon three (3) unsuccessful attempts to use the password, access to Online Banking will be revoked. Access to Online Banking may be re-established by: (i) requesting a new password online by responding to security questions; or (ii) contacting Bank to have the password reset or to obtain a new temporary password.
- (b) You accept responsibility for the confidentiality and security of the password and agree that the password will be changed regularly. Anyone to whom you or a User give the login ID and password will have **FULL** access to *all of* your Accounts that are linked to the login ID, including the ability to view transactions, check images, and move funds between your Accounts. You agree that the login ID and password will only be shared with Users and that any individual to whom you or a User provides the login ID and password is a User for purposes of this Online Banking

Access Agreement. You agree that Bank is authorized to act on instructions received through Online Banking using the login ID and password. If you want to terminate a User's authority, you must ensure that the login ID and password are changed, and take any additional steps needed to prevent further access by such person. You agree to indemnify and hold Bank harmless for any and all acts of Users, including any individual who receives a login ID and password from you or another User.

- (c) You agree to protect the confidentiality of your Account(s) and Account number(s), and your personal identification information, such as your driver's license number or social security number. You understand that personal identification information by itself, or together with information related to your Account, may allow unauthorized access to your Account. Bank will **NEVER** send an email to ask for confidential information about you or your Accounts, or otherwise contact you to ask for the login ID or password. If you or a User is approached by anyone to provide the login ID and/or password, **DO NOT PROVIDE THIS INFORMATION**. It is your responsibility to ensure that each User is advised not to share the login ID and password. Contact Bank immediately, as you could be the victim of attempted fraud or identity theft. You or a User can contact Bank by calling 906-774-2200 or toll free at 877-803-1814.
- (d) The password and login ID are intended to provide security against unauthorized entry and access to your Accounts. 128-bit encryption is needed to access Online Banking. Data transferred via Online Banking is encrypted in an effort to provide transmission security and Online Banking utilizes identification technology to verify that the sender and receiver of Online Banking transmissions can be appropriately identified by each other. Notwithstanding Bank's efforts to ensure that the Online Banking system is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. Bank cannot and does not warrant that all data transfers utilizing Online Banking, or email transmitted to and from Bank, will not be monitored or read by others.
- (e) In addition to the security procedures described above, Bank recommends that you perform periodic risk assessments and control evaluations related to online security procedures. You agree that the security procedures established by Bank provide a commercially reasonable degree of protection in light of your particular needs and circumstances.

## 12. LIMITS ON ONLINE BANKING TRANSACTIONS.

- (a) You must have Available Funds in any deposit Account from which Bank is instructed to make a payment or transfer. According to federal regulations, no more than six (6) transfers or withdrawals may be made from a money market account or savings account during a given monthly statement period. The transfers and withdrawals subject to this limitation are preauthorized or automatic transfers (including transfers made with Online Banking), transfers or withdrawals pursuant to a telephonic agreement, order or instruction, and checks, drafts, debit card transactions, and similar transactions payable to third parties. If use of a Service results in a payment that is sent out by paper check, the paper check will count toward the total number of checks written in the statement period. There are no limits to the number of transfers or withdrawals from a checking Account. If a hold has been placed on deposits made to an Account from which Bank is instructed to transfer funds, the portion of the funds held cannot be transferred until the hold expires. Online Banking cannot be used to initiate transfers to or from a certificate of deposit. Online Banking may only be used to initiate an Online Bill Payment transaction from an Account that is a checking Account. You agree that a Bill Payment will not be initiated to a payee outside the United States. Online Banking can be used to request draws only from a loan Account that is a home equity line of credit, business line of credit, or First Reserve Line. The minimum amount for a draw request from a home equity line of credit or First Reserve Line is two hundred fifty dollars (\$250). You agree that neither you nor User shall request a draw that would exceed your available credit or credit limit.
- (b) Balances shown in your Account may include deposits and/or payments subject to verification by Bank. The balance may also differ from your records due to holds, deposits in progress, outstanding checks or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. In addition, there may be situations that cause a delay in an update of your balances. Online Banking will use the most current balance available at the time of a transaction to base Bank's approval of the transaction. For further questions, contact Bank by calling 906-774-2200 or toll free at 877-803-1814.
- (c) **Business Accounts and Consumer Loan Accounts Only:** Online Banking transactions are subject to any other limits set forth in an applicable Account Agreement.

13. **RESTRICTIONS ON USE.** You agree that neither you nor a User shall use Online Banking for any illegal, fraudulent, unauthorized or improper manner or purpose and Online Banking will only be used in compliance with all Applicable Laws, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that neither you nor any User will use Online Banking to transmit or disseminate: (i) junk mail, spam, or unsolicited material

to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Bank or any third-party service provider involved in the provision of Online Banking; or (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Bank, any third-party service provider involved in providing Online Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of a service provider or any third party.

#### **14. DEPOSIT ACCOUNT STATEMENTS, ERRORS AND QUESTIONS.**

- (a) You will receive monthly deposit Account statements, unless there are no transfers in a particular month, in which case you will receive your deposit Account statement at least quarterly. You will not receive a separate statement for Online Banking. Transfers to and from your deposit Accounts using Online Banking will appear on the respective periodic paper statements for your Accounts.
- (b) In case of errors or questions about your electronic fund transfers, contact Bank as soon as possible by (i) calling: 906-774-2200 or toll free at 877-803-1814 or (ii) writing to: The First National Bank & Trust Co. of Iron Mountain, Attn: Customer Service, P.O. Box 370, 233 S. Stephenson Ave., Iron Mountain, MI 49801.
- (c) Notify Bank immediately if you think your deposit Account statement is wrong or if you need more information about a transaction listed on the statement. Bank must hear from you no later than sixty (60) days after the **FIRST** statement was sent or made available to you on which the problem or error first appeared. You must:
  - (i) Tell Bank your name and deposit Account number;
  - (ii) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
  - (iii) Tell Bank the dollar amount of the suspected error.

If you tell Bank orally, Bank may require that you send Bank your complaint or question in writing within ten (10) Business Days.

- (d) **Consumer Deposit Accounts Only:** Bank will determine whether an error occurred within ten (10) Business Days (twenty (20) Business Days for new Accounts) after Bank hears from you and will correct any error promptly. If Bank needs more time, however, Bank may take up to forty-five (45) days (ninety (90) days for new Accounts) after Bank hears from you to investigate your complaint or question. If Bank decides to do this, Bank will provisionally credit your Account within ten (10) Business Days (twenty (20) Business Days for new Accounts) for the amount you think is in error, so that you will have use of the money during the time it takes Bank to complete its investigation. If Bank asks you to put your complaint or question in writing and Bank does not receive it within ten (10) Business Days, Bank may not credit your Account. Bank will tell you the results within three (3) Business Days after completing its investigation. If Bank decides that there was no error, Bank will send you a written explanation. You may ask for copies of the documents that Bank used in its investigation. If there is no error found, you will be obligated to reimburse Bank for any amount of credit issued to your Account.

#### **15. YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS OR LOSS OR THEFT OF LOGIN ID OR PASSWORD - DEPOSIT ACCOUNTS ONLY.** If you believe the login ID, password, any required authentication information or other means of access to Online Banking, has been lost or stolen or if you believe that an electronic funds transfer has been made without your permission, notify Bank at once at 906-774-2200 or toll free at 877-803-1814 or write to Bank at: The First National Bank & Trust Co. of Iron Mountain, Attn: Customer Service, P.O. Box 370, 233 S. Stephenson Ave., Iron Mountain, MI 49801. Immediately telephoning Bank is the best way to reduce possible losses. You could lose all the money in your deposit Accounts plus your maximum overdraft line of credit, if any.

- (a) **Consumer Deposit Accounts Only:** If you tell Bank within two (2) Business Days after you learn of a loss or theft related to an electronic funds transfer, you can lose no more than \$50 if someone used the login ID, password or other access device without your permission. If you do NOT tell Bank within two (2) Business Days after you learn of a loss or theft of the login ID or password and Bank can prove Bank could have stopped someone from using the login ID, password or access device without your permission if you had told Bank, you can lose as much as \$500. Also, if your statement shows transfers that you did not make, tell Bank at once. If you do not tell Bank about unauthorized electronic funds transfers within sixty (60) days after the statement was sent to you or first made available to you, you may not get back any money lost after the sixty (60) days if Bank can prove that Bank could have stopped someone from taking the money if you had told Bank in time. If a good reason (such as a long trip or hospital stay) kept you from telling Bank, Bank will extend the time periods.
- (b) **Business Deposit Accounts Only:** You are liable for all transactions, including unauthorized transactions or payments, made with the login ID and password that occurred prior to the time you notify Bank that an unauthorized transaction or payment has taken place.

**16. BANK LIABILITY IF BANK FAILS TO MAKE CERTAIN TRANSFERS – CONSUMER DEPOSIT ACCOUNTS ONLY.** If Bank does not complete a transfer to or from your deposit Account on time or in the correct amount when properly instructed to do so, Bank will be liable to you for damages which you prove are directly caused by Bank's action or omission. However, there are some exceptions. Bank will not be liable, for instance, if:

- (a) Through no fault of Bank, you do not have enough money in your Account to make the transfer.
- (b) The transfer would go over the credit limit on your overdraft line.
- (c) The Online Banking system, any electronic terminal, 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.
- (d) Circumstances beyond Bank's control (such as fire, flood, interruption in communication lines) prevent the transfer, despite reasonable precautions that Bank has taken.
- (e) The money in your Account is subject to legal process or other encumbrances restricting the transfer.
- (f) Other exceptions as stated in this Online Banking Access Agreement apply.

**17. STATEMENTS, ERRORS AND UNAUTHORIZED TRANSACTIONS FOR LOAN ACCOUNTS.** For information regarding statements, errors, and liability for unauthorized transactions on your loan Account(s), you should review the Applicable Agreements for the specific loan Account.

**18. WARRANTIES AND REPRESENTATIONS.** You represent and warrant that: (a) you and Users will only use Online Banking and perform the obligations under this Online Banking Access Agreement consistent with all applicable Bank rules and regulations and all Applicable Laws; (b) all information provided to Bank is accurate, timely, and has been authorized by you; (c) neither you nor any User will use Online Banking for any illegal, fraudulent, unauthorized or improper manner or purpose; (d) neither you nor any User will interfere in any manner in the provision of Online Banking, the security of Online Banking, or other customers of Online Banking, or otherwise abuse Online Banking; and (e) for (i) Consumer Accounts, you and Users will use Online Banking for consumer, personal or household purposes only, and (ii) for Business Accounts, you and Users will use Online Banking for business purposes only. In the event that you or any User breaches any of the forgoing warranties, you agree to indemnify Bank against any loss, liability, or expense.

**19. DISCLAIMER OF WARRANTIES.** ONLINE BANKING, AND ALL OF THE SERVICES, OPTIONS AND FEATURES MADE AVAILABLE THROUGH ONLINE BANKING, 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.

**20. LIMITATION OF LIABILITY AND INDEMNIFICATION – BUSINESS ACCOUNTS ONLY.** EXCEPT AS STATED IN THIS ONLINE BANKING ACCESS AGREEMENT OR TO THE EXTENT THE LAW MAY REQUIRE OTHERWISE:

- (a) YOU AGREE THAT BANK WILL HAVE NO LIABILITY WHATSOEVER TO YOU, ANY USER OR ANY THIRD PARTY BECAUSE OF ACTS, OMISSIONS, OR POLICIES OF ANY GOVERNMENTAL AGENCY, FINANCIAL INSTITUTION OR OTHER PARTY THROUGH WHICH A FUNDS TRANSFER SUBJECT TO THE AGREEMENT IS EFFECTED (WHETHER OR NOT SELECTED BY US), INCLUDING THE FAILURE OF ANY SUCH INSTITUTION, AGENCY OR PARTY TO ACCOUNT FOR OR PAY OVER THE FUNDS TRANSFERRED.
- (b) BANK WILL NOT BE LIABLE TO YOU OR ANY USER AND YOU AGREE TO INDEMNIFY AND HOLD BANK HARMLESS FROM ANY LIABILITY FOR BANK'S FAILURE TO COMPLY WITH THE TERMS OF THIS ONLINE BANKING ACCESS AGREEMENT BECAUSE OF LEGAL CONSTRAINT, INTERRUPTION OR

FAILURE OF TRANSMISSION AND/OR COMMUNICATIONS FACILITIES, WAR (DECLARED OR NOT), EMERGENCIES, LABOR DISPUTES, FIRE, ACTS OF GOD, NATURAL DISASTERS OR ANY OTHER CIRCUMSTANCES BEYOND BANK'S CONTROL.

- (c) IN NO EVENT WILL BANK BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES OR LOSSES, EVEN IF BANK IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT TO THE EXTENT REQUIRED BY LAW.
- (d) IN NO EVENT WILL BANK BE LIABLE FOR ANY AMOUNT IN EXCESS OF \$50,000 (FIFTY THOUSAND DOLLARS).
- (e) YOU ALSO AGREE TO INDEMNIFY AND HOLD BANK, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS AND ATTORNEYS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, COSTS, DAMAGES, LOSSES, LIABILITIES AND EXPENSES (INCLUDING THE PAYMENTS OF REASONABLE ATTORNEY'S AND PARALEGAL FEES AND OTHER COSTS) ARISING OUT OF OR IN CONNECTION WITH YOUR OR ANY USER'S INSTRUCTIONS, ACCESS TO OR USE OF ONLINE BANKING, BREACH OF THIS ONLINE BANKING ACCESS AGREEMENT, AND/OR VIOLATION OF ANY APPLICABLE LAW OR RIGHT OF A THIRD PARTY.
- (f) ANY CLAIM RELATED TO ONLINE BANKING 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.

**21. EXPORT CONTROLS.** Online Banking and related programs, materials, tools, and technical data may be subject to U.S. export controls or the trade laws of other countries. You agree that you and all Users will comply with all export control regulations. You also acknowledge that you, not Bank, have the responsibility to obtain such licenses to export, re-export or import as may be required. You agree not to export or re-export to entities on the most current U.S. export exclusion lists or to any country subject to U.S. embargo or terrorist controls as specified in the U.S. export laws.

**22. OVERDRAFTS (ORDER OF PAYMENTS, TRANSFERS, AND OTHER WITHDRAWALS).** If your deposit Account has insufficient funds to perform all electronic fund transfers requested for a given Business Day, then:

- (a) Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
- (b) Electronic fund transfers initiated utilizing Online Banking which would result in an overdraft of your Account may, at Bank's discretion, be cancelled; and
- (c) In the event the electronic fund transfers initiated utilizing Online Banking which would result in an overdraft of your Account are not cancelled, overdraft charges may be assessed pursuant to the terms of the applicable Account Agreement.

**23. SIGNATURE REQUIREMENTS.** When Online Banking generates items to be charged to your Account, you agree that Bank may debit or credit the Account (as applicable) or the Account on which the item is drawn, without requiring a signature on the item and without any notice to you.

**24. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES – CONSUMER ACCOUNTS ONLY.** Bank may disclose information to third parties about your Account(s) and/or the transaction(s) if at least one (1) of the following applies:

- (a) It is necessary to complete a transaction.
- (b) To verify the existence and condition of your Account(s) to a third party such as a credit bureau or merchant.
- (c) To comply with a governmental agency or court order.
- (d) If you or another Account owner gives Bank permission.
- (e) To collect information for internal use, the use of Bank service providers, servicing agents, or contractors concerning Bank's electronic funds transfer service.
- (f) It involves a claim by or against Bank concerning your Account.
- (g) A User requests the information or accessed it through Online Banking or another Service.
- (h) Where otherwise required or permitted under Applicable Law.

**25. INFORMATION AUTHORIZATION.**

- (a) You or a User may not be able to access Online Banking if Bank cannot verify identity or other necessary information. In order to verify ownership of the Accounts, Bank may issue offsetting debits and credits to the Accounts, and require

confirmation. You authorize Bank to obtain financial information regarding your Account from a payee or your financial institution (for example, to resolve payment posting problems or for verification).

(b) **Consumer Accounts Only:** You agree that Bank may obtain a credit report for you at any time during the term of this Online Banking Access Agreement.

**26. LOSS OF DATA.** You agree that, should your data be lost or destroyed as a result of a failure or interruption of your computer systems, or the computer systems you or a User has used to access Online Banking, 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 Online Banking, including those affected by any system failure or interruption.

**27. BANK'S OBLIGATION TO CONDUCT TRANSACTIONS.** Bank is not obligated to conduct any transaction or act on any instruction which does not comply with the terms and conditions of your Account Agreements. Bank may also refuse to honor any transaction Bank has reason to believe may not be authorized by you, a User, or any other party whose authorization may be necessary to effect the transaction. Bank will not honor any transaction, including that which involves funds subject to hold, dispute, or other restriction or legal process that Bank believes prevents the funds' withdrawal or transfer. Bank will not honor any transaction or instruction that is in violation of any Applicable Law or Bank policy, procedure or practice. Bank will not honor any transaction or instruction that Bank has reasonable cause not to honor.

**28. LINKS TO OTHER WEBSITES.** Online Banking may contain links to other third party websites. Unless noted otherwise, Bank is not affiliated with, nor does Bank sponsor or endorse, any of these sites, and provides such links solely for your convenience. 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.

**29. OWNERSHIP OF MATERIAL.** The images, text, screens, and web pages appearing on Online Banking are owned by Bank, or others, and are protected by copyright laws. You agree that neither you nor any User shall copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the sites, without Bank's express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the sites are the trademarks, service marks or logos of Bank, or others as indicated.

**30. POWER OF ATTORNEY – CONSUMER ACCOUNTS ONLY.** If you grant power of attorney to someone (an "attorney-in-fact") in connection with an Account, the following conditions apply: (a) Bank may refuse to allow the attorney-in-fact to enroll for Online Banking on your behalf; (b) Bank may refuse to provide a login ID or password to the attorney-in-fact; (c) you may give an attorney-in-fact access to Online Banking by providing him or her with the login ID, password and any other required authentication information needed to access Online Banking (note that Bank will not provide that information under any circumstances); and (d) if the power of attorney is revoked, you agree to change the password or any other required authentication information immediately so that the former attorney-in-fact can no longer access Online Banking.

**31. AMENDMENTS, CANCELLATION AND TERMINATION OF ONLINE BANKING SERVICES.**

(a) Bank may amend this Online Banking Access Agreement at any time, in its sole discretion. If required by an Applicable Law, Bank will provide you with advance notice of the amendment in accordance with that Applicable Law. If Applicable Law does not require advance notice, Bank will notify you of the amendment as soon as reasonably practicable. Use of Online Banking and/or any of the Services after the effective date of the amendment indicates your acceptance of the terms of the Online Banking Access Agreement, as amended. Bank reserves the right to waive, reduce or reverse charges or fees in individual situations.

(b) Bank may terminate the Online Banking Access Agreement and/or cancel or suspend Online Banking access, in whole or in part. Bank will do so in accordance with Applicable Law.

(c) You may cancel Online Banking or any Service at any time by: (i) contacting Bank by phone at: 906-774-2200 or toll free at 877-803-1814; or (ii) writing Bank at: The First National Bank & Trust Co. of Iron Mountain, Attn: Customer Service, P.O. Box 370, 233 S. Stephenson Ave., Iron Mountain, MI 49801. If you cancel, Bank will terminate access to Online Banking and/or Services, as applicable.

(d) If an Account is closed for any reason, Online Banking accessibility to that Account will automatically terminate. Additionally, if Online Banking is not used for any consecutive six (6) month period, Bank may deactivate Online Banking access. You will remain responsible for all transactions approved by Online Banking prior to the termination and/or cancellation of this Online Banking Access Agreement and/or Online Banking, and for any fees associated with

Online Banking or Services accessed through Online Banking. To reinstate Online Banking, you will need to re-enroll for Online Banking.

**32. NOTICES AND CONTACT CHANGES.**

- (a) Any legally required notice or other communication delivered by regular postal mail will be addressed and delivered to you at the address on file with Bank. If permitted by Applicable Law, Bank may provide other notices via electronic mail or through the Online Banking system. You are responsible for notifying Bank of any change in physical, mailing, or e-mail address. Notices to Bank shall be delivered to: The First National Bank & Trust Co. of Iron Mountain, Attn: Customer Service, P.O. Box 370, 233 S. Stephenson Ave., Iron Mountain, MI 49801; or sent to Bank through the messaging feature of the Online Banking system.
- (b) You agree to provide Bank with complete and current contact information. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made by (i) phoning Bank at 906-774-2200 or toll free at 877-803-1814; (ii) by writing to: The First National Bank & Trust Co. of Iron Mountain, Attn: Customer Service, P.O. Box 370, 233 S. Stephenson Ave., Iron Mountain, MI 49801; or (iii) sending a message to Bank through the Online Banking system. Bank is not responsible for any payment processing errors or fees incurred if you do not provide complete and accurate Account or contact information.

**33. GOVERNING LAW.** This Online Banking Access Agreement shall be governed by and construed in accordance with applicable federal laws the laws of the State of Michigan, without regard to conflict or choice of laws rules. To the extent that the terms of this Online Banking Access 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.

**34. ASSIGNMENT.** You may not assign this Online Banking Access Agreement. Bank may assign this Online Banking Access Agreement to any future, directly or indirectly, affiliated company. Bank may also assign or delegate certain of its rights under this Online Banking Access Agreement to its service providers.

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

**36. SURVIVAL.** Certain of the obligations of the parties pursuant to this Online Banking Access Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Online Banking Access Agreement shall survive termination, cancellation or expiration of this Online Banking Access Agreement.

**37. SEVERABILITY.** To the extent possible, each provision of this Online Banking Access Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision shall be held to be invalid, illegal or unenforceable, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without rendering invalid, illegal or unenforceable the remainder of any such provision or the remaining provisions of this Online Banking Access Agreement.

**38. HEADINGS.** The headings of sections are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Online Banking Access Agreement.

**39. JURY TRIAL WAIVER.** You and Bank acknowledge that the right to trial by jury is a constitutional one, but that it may be waived. You and Bank, each after consulting or having had the opportunity to consult with counsel of your choice, knowingly and voluntarily, and for their mutual benefit, each waive any right to trial by jury in the event of controversy, dispute, claim or litigation regarding the performance or enforcement of, or in any way related to this Online Banking Access Agreement.

***Bank recommends that you print a copy of this Online Banking Access Agreement for your records.***