

Please read the Online Banking Terms & Conditions and Electronic Fund Transfer Act Disclosure and then click the "I Accept" button at the bottom of the form.

Century Bank and Trust

Online Banking Terms & Conditions and Electronic Fund Transfer Act Disclosure

- **Agreement**

This Agreement and disclosure sets forth your and our rights and responsibilities concerning the use of Century Bank and Trust's Online Banking Service. In this agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we," "us" and "our" mean Century Bank and Trust. By using Online Banking you agree to all of the Terms & Conditions of this Agreement. Please read it carefully. The Terms & Conditions of the deposit agreements and disclosures for each of your Century Bank and Trust accounts as well as your other agreements with Century Bank and Trust, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is also subject to applicable federal laws and the laws of the State of Michigan (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions.

- **Access Requirements**

To subscribe to Century Bank and Trust's Online Banking Service, you must have:

- At least one eligible account at Century Bank and Trust. Eligible accounts include: Checking Account, Savings Account, Certificate of Deposit, IRA or Loan.
- A valid e-mail address
- Access to a device capable of connecting to the Internet.
- A connection to the Internet through an Internet service provider.
- All software required to connect to the Internet. This includes operating systems, connection software and browsers capable of commercially reasonable encryption. You are responsible for the installation, maintenance and operation of your PC and your software. The risk of error, failure, or nonperformance is your own and includes the risk that you do not operate your PC or your software correctly. Century Bank and Trust is not responsible for any errors or failures from any malfunction of your PC or your software. Century Bank and Trust is not responsible for any PC virus related problems that may be associated with the use of the Century Bank and Trust Online Banking system. Century Bank and Trust shall have no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your PC or your software. Century Bank and Trust MAKES NO WARRANTY TO YOU REGARDING YOUR PC OR YOUR SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

To subscribe to the Bill Pay service, which we contract to CheckFree, you must have the following:

- You must have at least one active checking account with Century Bank and Trust. Payments can only be made from a checking account and only if held at Century Bank and Trust. Money market accounts, savings accounts, and other account types cannot be used for Bill Pay;
- You must be enrolled in Online Banking before enrolling in Bill Pay;
- You must have a browser capable of commercially reasonable encryption. This is enforced as a security benefit to customers;
- You must have a valid e-mail address. You may have given us your e-mail address during enrollment in Online Banking, however, you will be required to also enter it during your Bill Pay enrollment.
- If you choose to contract with CheckFree for bill pay services, please refer to the separate Terms & Conditions for this service. You will be required to accept such Terms & Conditions when enrolling in billpay.

- **Online Banking Services**

Account Inquiries

At the present time you may use the Century Bank and Trust's Online Banking Service to view current and available balances for accounts eligible within Online Banking. Balance information may not reflect outstanding checks. Balances may also be subject to a hold. Online transaction history for checking and savings accounts includes current and previous months. Account statements and check images are available for the previous 36 months. Your statements may be accessed under the Documents option; images may be accessed under the account on the Accounts Page.

Online Account Transfers

Transfers initiated through Online Banking before 6:00 p.m. EST on a business day are posted to your account the same day. Transfers completed after 6:00 p.m. EST on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. We may, but are not required to, make any transfer if you do not have a sufficient balance on the date you request the transfer or the date on which it is scheduled to be made. If we do make the transfer, you agree to reimburse us for the amount of the overdraft. You also understand that we may deduct the amount of the overdraft from any other account you have with us.

Limitations

The number of transfers from Century Bank and Trust accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

Business Days

Our business days for the purposes of processing data are Monday through Friday, not including federal banking holidays.

- **External Transfers (Account to Account Transfer)**

1. Introduction. This Terms of Service document (hereinafter "Agreement") is a contract between you and Century Bank and Trust (hereinafter "we" or "us") in connection with each service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a "Service") offered through our online banking site or mobile applications (the "Site"). The Agreement consists of these General Terms for Each Service (referred to as "General Terms"), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

2. Service Providers. We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of the General Terms. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.

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

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

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

6. Notices to Us Regarding the Service. Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: 100 W. Chicago St., Coldwater, MI 49036. We may also be reached at 517-278-1500 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

7. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 6

of the General Terms above. We reserve the right to charge you a reasonable fee not to exceed thirty-five (\$35.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

8. Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

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

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

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

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

13. Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments: Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and

Payments that violate any law, statute, ordinance or regulation; and

Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and

Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and

Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and

Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or

possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and

Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

14. **Acceptable Use.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

15. **Payment Methods and Amounts.** There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. For certain Services, you may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account.

16. **Your Liability for Unauthorized Transfers.** Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

17. **Taxes.** It is your responsibility to determine what, if any, taxes apply to the transactions you make or

receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

18. Failed or Returned Payment Instructions. In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;

You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;

Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

19. Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in Section 6 of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

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

or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.

b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

21. Service Termination, Cancellation, or Suspension. If you wish to cancel the Service, you may contact us as set forth in Section 6 of the General Terms above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

22. Errors, Questions, and Complaints.

In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 6 of the General Terms above.

If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error.

You must:

Tell us your name;

Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,

Tell us the dollar amount of the suspected error.

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

23. Intellectual Property. All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our

sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

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

25. Password and Security. If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 6 of the General Terms above. See also Section 16 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

26. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 26 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

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

28. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects

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

29. Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 28 of the General Terms above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 28 of the General Terms of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.

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

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

32. No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

33. Exclusions of Warranties. THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT

VARY FROM STATE TO STATE.

34. **Limitation of Liability.** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 28 AND 29 OF THE GENERAL TERMS ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

35. **Complete Agreement, Severability, Captions, and Survival.** You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 11, 17, 18, 23, and 26-35 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

36. **Definitions.**

"ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.

"Affiliates" are companies related by common ownership or control.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

"Eligible Transaction Account" is a transaction account from which your payments will be debited, your

Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.

"Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.

"Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.

"Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

ACCOUNT TO ACCOUNT TRANSFERS ADDITIONAL TERMS

1. Description of Service, Authorization and Processing.

The term "Transfer Money Terms" means these Account to Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.

You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.

You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e. email, push notification). We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;

The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;

The transfer is refused as described in Section 6 of the Transfer Money Terms below;

You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,

Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

2. Transfer Methods and Amounts. Section 15 of the General Terms (Payment Methods and Amounts) applies to the Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.

3. Transfer Cancellation Requests. You may cancel a transfer at any time until it begins processing (as shown in the Service).

4. Stop Payment Requests. If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to Section 22 of the General Terms. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

5. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 18 of the General Terms should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

6. Refused Transfers. We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

7. Returned or Failed Transfers. In using the Service, you understand transfers may be returned or fail for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.

8. Definitions

"Account" means a checking, money market or savings account that is either an Eligible Transaction

Account or External Account, as applicable.

"Eligible Transaction Account" is as defined in Section 36 of the General Terms, except that it shall be limited to a checking, money market or savings account that you hold with us.

"External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

"Transfer Instruction" is a specific Payment Instruction (as defined in Section 36 of the General Terms) that you provide to the Service for a transfer of funds.

- **Alerts**

Alerts. Your enrollment in Century Bank and Trust Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Century Bank and Trust account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. Century Bank and Trust reserves the right to terminate its alerts service at any time without prior notice to you.

Methods of Delivery. We may provide alerts through one or more channels ("endpoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Century Bank and Trust Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop alerts via text message, text "STOP" to 99588 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in Century Bank and Trust Online

Banking. For help with SMS text alerts, text "HELP" to 99588. In case of questions please contact customer service at 1-866-680-2265. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. Century Bank and Trust provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Century Bank and Trust's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Century Bank and Trust, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

- **Security**

We provide continuous monitoring and auditing of all transactions originating from or outbound to the Internet. We operate within all the rules and regulations of the banking and financial industry for Internet commerce. We are committed to working with our communications providers to produce the safest operating environment possible for our customers and will take advantage of evolving security enhancements. Century Bank and Trust works with the leading technology partners to provide the most secure environment possible for Online Banking. You can be assured of the following security measures:

- Data is encrypted as it travels to and from your PC. Our system supports commercially reasonable encryption.
- Usernames and Passwords are encrypted and stored on a secure server.
- Automatic lockout occurs after 3 consecutive sign-on failures. Only after calling the Online Banking Desk, for a reset, will the user be able to sign back onto Online Banking.
- System Session Timeout will automatically sign the customer off after a 15- minute period of non-use. By automatically disabling your session after the 15-minute time limit, the system will help avoid unauthorized use of your accounts if you leave your computer unattended.

You will be required to choose a Username and Password upon your initial access. Online Banking can only be used to access the Century Bank and Trust accounts that are owned by you. Access to your accounts through Online Banking will be based upon the identification and use of Usernames, passwords, and account ownership as specified on the account being accessed. We undertake no obligation to monitor transactions through Online Banking to determine that they are made on behalf of the account holder. You will be required to change your password every twelve (12) months.

Current password requirements will be displayed on the Password Change screen of Online Banking. Keep your Username and Password confidential in order to prevent unauthorized use and possible loss to your accounts, and to prevent unauthorized use of Century Bank and Trust's Online Banking Service. Anyone to whom you give or disclose your Username and Password will have full access to your accounts, even if you attempt to limit that person's authority.

Century Bank and Trust is committed to the security of its customers' accounts and account information. Similarly, you must take every precaution to ensure the safety, security and integrity of your accounts and transactions with Century Bank and Trust's Online Banking Service. The following guidelines should assist you in this effort:

- Your password must be at least eight (9) characters in length. It must contain one of each; uppercase letter, lowercase letter, number, and special character.
- Do not use personal information that is easy to guess, such as your street number, your birthday or a family member's birthday, your driver's license number, etc. Also, do not use information from documents you carry on your person, such as your social security card or credit cards.
- Memorize your password. Do not write it down or reveal it to anyone.

- Change your password often (you can do it online within the Online Banking system). You will be required to change your password at least every twelve (12) months.
- Do not send your Username or Password or privileged account information over any public or general e-mail system.
- If you forget your Username and/or Password you must contact Century Bank and Trust to have your password reset. Call us at (517) 278-1504 or toll free at (866) 680-2265, or write us at 100 W Chicago St. Coldwater, MI 49036. The reset is effective as of the next time you log into the system.

Please observe these guidelines. Remember you may be held liable for the unauthorized use of your Username and Password. Other Important Security Issues:

- Log off Online Banking as soon as you are finished. Use the "Log Off" button available on every screen within the Online Banking application.
- Do not leave your account information out in an open area accessible by others, including on your PC screen. For maximum security, EXIT your web browser when leaving your computer unattended.

• **Terms and Conditions**

By accessing Century Bank and Trust's Online Banking Service, you also agree to the following Terms & Conditions.

Availability

You may use the Online Banking Service seven days a week, twenty-four hours per day. However, there are times when part or all of the system will be unavailable due to maintenance or technical difficulties.

Fees and Charges

We do charge for Stop Payment Requests. Your Internet service provider may charge separate fees for the Internet connection. You may also incur telephone connection charges for your connection time to the Internet. These fees are your responsibility.

Change of Terms

We reserve the right to change the terms of this Agreement at any time. We will inform you of any changes to the extent it is required by applicable law. Unless stated, changes are effective immediately. Your continued use of our Online Banking and/or Bill Pay services means that you agree to the change. Otherwise, if you disagree with a change you may terminate use of the Online Banking and/or Bill Pay services with us.

Confidentiality

You authorize Century Bank and Trust and each of its affiliates to disclose to third parties, agents and affiliates, such as independent auditors, consultants or attorneys, information you have provided or that we or our affiliates have obtained about your accounts and the transfers you make:

- Where it is necessary to complete transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with laws, regulations or government agency or court orders;

- If we arrange with another party to provide part of the Internet services, or if another party provides the products or services that you request using the Internet services;
- In other instances, if you give us your permission.

Cancellation of Services

You may cancel Online Banking service or the Bill Pay service at any time. Call the Online Banking desk at (517) 278-1504 or toll free at (866) 680-2265, or write to us at 100 W Chicago St. Coldwater, MI 49036 and ask to cancel the service.

You agree that we may terminate this agreement if:

- You or any authorized user of your password breaches this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your account or password;
- We notify you or any other party to your account that we have cancelled or will cancel this agreement.

Termination of service will be effective immediately or the first business day following receipt of your written notice. Termination of the agreement will not affect the rights and responsibilities of the parties under this agreement for transactions initiated before termination.

Century Bank and Trust reserves the right to cancel Online Banking and the Bill Pay service at any time without prior notice if you have insufficient funds in one of your accounts used to settle a funds transfer or bill payment.

Statements

Transfers and fees, if applicable, will be reflected on the regular monthly account statements that are mailed to you, or are available to you online if you have elected to receive your account statement electronically. If you requested to receive your statement through Online Banking, an e-mail will be sent notifying you when the statement is available for review. Please continue to review these statements. Online Banking customers may also review these items on their account transaction screens. If your statement shows an incorrect or unauthorized transaction you agree to notify us immediately. If you do not give us written notice within 60 days after the date your monthly statement was mailed to you or made available through online banking, the statement will be considered correct for all purposes and we will not be liable for any transfers reflected therein. No legal proceeding or action may be brought against us to recover unauthorized or incorrect transfers unless you give us notice as provided above.

You agree to promptly notify us of any change in your address, telephone number and e-mail address.

Virus Protection

Century Bank and Trust is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC and removable media using a reliable virus product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

Our Liability

If we fail to complete an electronic fund transfer in time or in the correct amount, in accordance with this agreement and when properly instructed by you, we are liable for your losses or damages. However, there are some exceptions. We are not liable, for instance:

- If through no fault of ours, you do not have sufficient funds in your account to make the transfer;
- If the funds are subject to legal process or other encumbrance restricting a transfer;
- If the transfer exceeds the credit limit on your line of credit, if applicable;
- If there is a technical malfunction which is known to you at the time you attempt to initiate the transfer or, in the case of a recurring transfer, at the time the transfer should have occurred;
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we take.
- In no event are we liable for more than actual damages proved if any failure of ours was unintentional, and resulted from a bona fide error, notwithstanding the maintenance of procedures reasonably adopted to avoid such an error.
- This does not mean that we accept liability for other circumstances resulting in transfers not being made or completed on time. For example, we are not responsible for delayed or failed transfers if:
 - You fail to use the Online Banking services properly in accordance with this agreement and any online or other instructions supplied in connection with the services;
 - You do not request the transfer and schedule the payment date sufficiently in advance of the due date for the obligation you are paying;
 - You exceed applicable restrictions on the number, amount or frequency of transfers;
 - Your computer or software fails to operate correctly, or your instructions are lost or delayed in transmission to us;
 - A bona fide security consideration causes us not to make the transfer (e.g., Username or Password has been reported lost or stolen, we have reason to believe a transfer is unauthorized, or the transfer would violate other security restrictions in our system);
 - Your relevant deposit account is closed or services hereunder have been terminated or suspended.

- **Consent to Electronic Delivery of Notices**

You agree that any notice or other type of communication provided to you pursuant to the terms of this agreement, and any future disclosures required by law, including the Electronic Fund Transfer disclosures, may be made electronically by posting the notice on the Online Banking web site or by e-mail. You agree to notify us immediately of any change in your e-mail address.

- **ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES**

This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving a deposit account at the Financial Institution. In this Agreement, the words "you" and "your" mean

those who sign as applicants or any authorized user(s). The words "we", "us" and "our" mean the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers.

PREAUTHORIZED TRANSFERS

You may arrange for us to complete the following preauthorized transfers to or from your deposit accounts.

- Accept direct deposits from your employer, U.S. Treasury Department or other financial institutions to your checking, savings or loan account.
- Pay certain recurring bills from your checking or savings account.

Limitations on Frequency and Amount: Transfers from a money market deposit account or savings account to another account or to third parties by preauthorized, automatic, or telephone transfers are limited to six per four (4) weeks or similar period. If applicable, no more than three of these transfers may be made by check, debit card, or similar order to third parties.

Fees and Charges:

- Preauthorized transfers to cover overdrafts are assessed a fee of \$7.50 per transaction.
- We will charge \$35.00 for each stop-payment order for preauthorized transfers.

Other EFT Transactions: You may access certain account(s) you maintain with us by other EFT transaction types as described below:

Electronic Check Conversion. You may authorize a merchant or other payee to use your check as a source of account information to initiate an electronic withdrawal from your account. Electronic check conversion is a payment process in which a merchant (after obtaining your authorization) uses your check to gather routing, account and check number information to initiate a one-time EFT to pay for purchases or bills. The Electronic Funds Transfer Act and this disclosure cover this type of EFT transaction involving a consumer account. A description of the transaction will appear on your statement. Re-presented Checks, Transactions and Fees. You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an EFT from a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

Automatic Teller Machine (ATM) Card

Types of Transfers: You may use the ATM card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. At present you may use your card to (some of these services may not be available at all ATMs):

- Deposit funds to your checking or savings account.
- Withdraw cash from your checking or savings account.

- Transfer funds between accounts.
- Limitations on Frequency and Amount:
- You may withdraw up to a maximum of \$250.00 (if there are sufficient funds in your account) per day.
- Fees and Charges for ATM Transactions:
- There is no charge for ATM withdrawals at machines owned by us.
- There is a \$1.50 charge for each ATM withdrawal at machines we do not own.

There is a \$5.00 charge to replace your ATM Card prior to renewal.

MasterMoney (Debit) Card

Types of Transactions: You may use the card and PIN issued to you to pay for purchases from merchants who have agreed to accept the card at point of sale (POS) terminals

within the networks identified on your card and such other terminals as the Bank may designate from time to time.

Limitations on Frequency and Amount:

- You may purchase up to a maximum of \$1,000.00 worth of goods and services per day per card, exclusive of ATM withdrawals.
- You may make ATM withdrawals up to a maximum of \$250.00 per day.

Fees and Charges:

- There is no charge for ATM withdrawals at machines owned by us.
- There is a \$5.00 charge to replace your MasterMoney (Debit) Card prior to renewal.
- There is a \$1.50 charge for each ATM withdrawal at machines we do not own.

The following liabilities may be applicable to your accounts:

Liability for Unauthorized MasterMoney (Debit) Card Transactions. Tell us AT ONCE if your MasterMoney (Debit) Card has been lost or stolen or used for any unauthorized transactions or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus the maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card without permission. Your liability for unauthorized use of your MasterMoney (Debit) Card with the MasterCard logo when it is used as a MasterMoney (Debit) Card point of sale will not exceed. (A) Zero dollars (\$0.00) if the conditions set forth below have been met, or (B) if those conditions have not been met, the lesser of fifty dollars (\$50.00) or the amount of money, property, labor or services obtained by the unauthorized use before notification to us. Zero liability will apply only if; (1) you report the loss or theft of your card within twenty-four (24) hours of discovering it lost or stolen; (2) you can demonstrate that you have exercised reasonable care in safeguarding your card from risk of loss or theft; (3) you have not

reported two or more incidents of unauthorized use to us within the preceding twelve (12) months; and (4) your account is in good standing. These consumer liability limits apply only to United States issued MasterCard branded consumer cards. If the transaction does not meet the conditions set forth above, these limits with respect to unauthorized transactions may be exceeded to the extent allowed under applicable law (see Liability for Unauthorized Transfers paragraph below). "Unauthorized use" means the use of your MasterMoney (Debit) Card by a person, other than you, who does not have actual, implied or apparent authority for such use, and for which you received no benefit. To notify us of unauthorized transactions you should also call the number or write to the address listed below if you believe a transfer has been made using the information from your check without your

permission. This will help prevent unauthorized access to your account and minimize any inconvenience. MasterCard is a registered trademark of MasterCard International Incorporated.

In addition to the limitations set forth above, the following limitations may be applicable to your accounts:

Liability for Unauthorized Transfers: Tell us AT ONCE if you believe your ATM Card and ATM PIN, or MasterMoney

(Debit) Card or PIN 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 (2) business days, you can lose no more than \$50.00. If someone used your card or PIN and we can prove gross negligence you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, including those made by card code or other means tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money. If you believe that your card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write to us at the telephone number or address set forth below.

Terminal Receipt. You can get a terminal receipt at the time you make any transfer to or from your account using one of our ATMs or POS terminals.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at

(517) 278-1500 to find out whether or not the deposit has been made.

Our Liability for Failure to Make Transfers. 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, we will be liable for your losses or damages. However, there are some exceptions.

We will NOT be liable for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the money in your account is subject to legal process or other claim restricting such transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the ATM where you are making the transfer does not have enough cash.

- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken. There may be other exceptions stated in our agreement with you.
- In Case of Errors or Questions About Your Electronic Transfers If you think your statement or receipt is wrong or if you
 - need more information about a transfer listed on the statement or receipt, we must hear from you not later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. Telephone us at (517) 278- 1500 or write us at 100 W. Chicago Street, Coldwater, MI 49036 as soon as you can.
 - Tell us your name and account number (if any).
 - 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.
 - Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten

(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 put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account. If we decide that there was no error, we will send you a written explanation of our findings within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If a notice of error involves an electronic fund transfer that was initiated in a foreign location, or is a point of sale debit card transaction, the applicable time periods for action shall be twenty (20) business days in place of ten (10) business days, and ninety (90) calendar days in place of forty five (45) calendar days.

Confidentiality. We will disclose information to third parties about your account or the transfers you make:

- To complete transfers as necessary;
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders; or
- If you give us your written permission

Personal Identification Number (PIN). The ATM PIN or MasterMoney (Debit) Card PIN issued to you is for security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping

your PIN. You agree not to disclose or otherwise make your ATM PIN or MasterMoney (Debit) Card PIN available to anyone.

Notices. All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the address specified in this agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

Enforcement. In the event either party brings a legal action to enforce this agreement to collect amounts owing as a result of any account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

Termination of ATM and MasterMoney (Debit) Card Services. You agree that we may terminate this agreement and your use of the ATM Card or MasterMoney (Debit) Card services, if:

- You or any authorized user of your ATM PIN or MasterMoney (Debit) Card or PIN breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your ATM PIN or MasterMoney (Debit) Card or PIN;
- We notify you or any other party to your account that we have cancelled or will cancel this agreement. You or any other party to your account can terminate this agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of this agreement will not affect the rights and responsibilities of the parties under this agreement for transactions initiated before termination.

PREAUTHORIZED ELECTRONIC FUNDS TRANSFERS

Stop Payment Rights. If you have told us in advance to make regular electronic funds transfers out of your account(s), you can stop any of these payments. Call us or write us at the telephone number or address set forth above, in time for us to receive your request three (2) business days or more before the payments are scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you \$35.00 for each stop payment order you give us.

Notice of Varying Amounts. If these regular payments may vary in amount, the entity you are going to pay will tell you, ten (10) days before each payment, when it will be made and the amount it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the account would fall outside certain limits that you set.

Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop one of these payments three (2) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. Other Provisions.

There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy to determine the availability of the funds deposited at ATMs. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. If you feel that we have violated the Michigan Electronic Funds Transfer Act you may notify:

Michigan:

State of Michigan

Department of Consumer & Industry Services Office of Financial and Insurance Services

611 W. Ottawa, 2nd Floor, P.O. Box 30220

Lansing, MI 48909

Or

National Banks:

Comptroller of the Currency

Independence Square, 250 East Street, S.W.

Washington, D.C. 20219