



# OLD MISSION BANK

## **OMB CONNECT ONLINE BANKING AND ONLINE ACCESS AGREEMENT**

This Online Banking and Online Access Agreement (“Agreement”) contains the terms and conditions governing your use of Old Mission Bank’s (“Bank”) “Online Banking” program (the “Program”). The Program is an Internet based service that will allow you to review and conduct financial transactions online.

As used in this Agreement, “you” or “your” refers to the undersigned banking customer, its employees, agents and its authorized representatives. “We,” “us,” “our” and “Bank” refer to Old Mission Bank, 2701 I-75 Business Spur, Sault Ste. Marie, Michigan 49783, and any of its agents, independent contractors, designers or assignees that Bank may involve in providing services using the Program.

### **ELIGIBLE ACCOUNTS**

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

Eligible Commercial Accounts shall be listed in the Authorization Enrollment Form for Business Accounts attached hereto and as modified by the account holders from time to time. Eligible Consumer Accounts will include all Consumer Accounts on which the customer is listed as an account owner or borrower.

All accounts held in Bank by the customer, or in the case of Commercial Accounts, listed on the Account Authorization Form, shall be linked and will appear together and be viewable without regard to the ownership of the accounts. However, Commercial Accounts will not be viewable with Consumer Accounts. When an Authorized Representative or account holder accesses the Program, that person will be able to view and access all linked Commercial Accounts and all linked Consumer Accounts for which the person is a co-owner or authorized signer.

### **AUTHORIZED REPRESENTATIVES FOR COMMERCIAL ACCOUNTS**

If you hold an Eligible Account(s) that is a Commercial Account(s), you will name one or more Authorized Representative(s) that will be allowed to access Eligible Accounts on your behalf and to name other Authorized Representatives to access Eligible Accounts on your behalf. Eligible Accounts that are linked together will appear together on the Program without regard to ownership of these accounts. Any Authorized Representative is authorized on such terms, conditions, and agreements as we may from time to time require, to access each Eligible Account in any manner and for any purpose available through the Program whether now available or available at some time in the future. The Certificate of Authorization for Customer organized as a (Corporation; Limited Liability Company; Partnership or Sole Proprietorship) will designate the Authorized Representative(s) for the commercial accounts and will be the governing document as it pertains to such Authorized Representative(s) until a new Certificate of Authorization is received in writing by Bank.

### **RELATIONS TO OTHER AGREEMENTS**

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

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

## **HARDWARE, SOFTWARE, AND INTERNET ACCESS SERVICE**

You agree that you are responsible for all hardware, software, and Internet access services you use to access the Program. Accordingly, Bank is not responsible for any malfunction or failure of this hardware, software, or Internet access service. You further agree that all hardware used to access Eligible Commercial Accounts must be located on the premises of the commercial customer. If hardware is used other than on your premises to access Eligible Commercial Accounts, you are responsible for and agree to hold Bank harmless from all consequences of any unauthorized transactions resulting from such use.

### **BILL PAYMENT**

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

For purposes of this section, "Manual Payment" means a single payment that you enter each time you want to make a payment. You schedule the date you want the payment made. "Recurring Payments" are set automatically on an ongoing basis. You set up payment rules regarding their frequency, amount, and timing. The amount of any Manual Payment or Recurring Payment shall not exceed \$2,500. The total amount of all bill payments in any one Business Day shall not exceed \$5,000, unless a higher limit is authorized by the Bank.

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

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

You authorize us to follow your payment instructions. For a Manual Payment, we will deduct your payment from your checking account on the date the payment is scheduled to be sent ("Payment Date") or within 2 Business Days of the Payment Date. For Recurring Payments, we will deduct your payment from your account on the start date ("Start Date") or within 2 Business Days of the Start Date. We will deduct subsequent payments from your account using the Start Date as a reference point. We will initiate payments to payees designated by you ("Payees"). To ensure on-time payments, allow at least 3 Business Days for electronic and 6 Business Days for standard check payments. Your payee may require additional processing time, above and beyond our processing time. If a payee does not accept electronic payments, you authorize us to make payment by check. We may deduct these payments from your designated account even if they create an overdraft. You authorize us to make payments by electronic, paper or other means we determine appropriate.

For bill payments, you may add, delete or edit a Manual Payment up to 9:00 p.m. Eastern Standard Time ("EST") on the Payment Date. A Recurring Payment must be added, deleted or edited by 9:00 p.m. EST at least one day prior to the date scheduled for payment. (Remember: modification of a Recurring Payment or transfer instruction will affect all future payments or transfers associated with that payment or transfer.) You may add, delete or edit a Payment by using the Program's function.

When you have entered and transmitted a payment instruction, you authorize us or our agent to reduce the balance in your designated Eligible Account by an amount equal to that amount requested in your payment instruction to us. You are responsible for having sufficient funds on deposit to make payments in full on scheduled Payment Dates. If there are insufficient funds in your designated Eligible Account to make the payments you have authorized, we may either refuse to pay the item or we may make the payment and thereby overdraw your designated Eligible Account. In either event, you are responsible for any non-sufficient funds (NSF) and overdraft charges we may impose as stated in your depositor agreement. Funds for payments clear your account as would any

other ACH item. ACH items usually clear within three (3) days. Additional time may elapse due to payee processing delays or other delays in the postal service or electronic payment systems.

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

If you scheduled your payment to be processed at least six (6) business days before the Payment Date, and Bank or our agent does not properly complete a Bill Payment on time or in the correct amount, we will pay any late fees or finance charges as long as your account was in good standing with the Payee prior to this incident. You will be required to produce proof of the payment in the form of a confirmation number, which you can print or record at the time the payment was scheduled. However, we will incur no liability if we are unable to complete any payments or transfers properly because of any one of the following circumstances:

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

Provided none of these circumstances are applicable, if we cause an incorrect amount of funds to be removed from your designated account or cause funds from your designated account to be directed to an improper person, we shall be responsible for returning the improperly transferred funds to your designated account and for directing to the proper Payee any previously misdirected payments or transfers.

## **DAMAGES**

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

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

If you do not log on for sixty (60) days, we may cancel your Online Banking Service. If your service is cancelled at any time, your online Bill Payment information will be lost.

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

month. If the designated Eligible Account has insufficient funds to cover payment of the fees, we may deduct the fee from any other checking, savings, or money market account that you may have with Bank, in any order we choose. If the fee cannot be paid, we may cancel Bill Payment. After cancellation, Bill Payment may be reinstated once sufficient funds are available in your account to cover all accrued Bill Payment fees and any other pending transfers or debits.

## TRANSFERS

You may use the Program to direct us to transfer funds between your Eligible Accounts. Refer to the current deposit account agreement(s) for transfer and withdrawal limitations. As required by law, you may perform no more than 6 transfers per statement cycle from any savings or money market account. You may be charged an Excess Transaction Fee of \$18 for each preauthorized withdrawal over the limit of 6. Transfers initiated through the Program before 9:00 p.m. EST on a business day are posted to your account the same day. Transfers completed after this business day cutoff period or performed on a Saturday, Sunday or banking holiday (as recognized and posted by Bank as a bank holiday) will be posted on the next business day. In addition, if there are insufficient or uncollected funds in an account from which you are attempting to transfer funds the transfer may not be processed.

## PRIVACY – DISCLOSURE OF CONSUMER ACCOUNT INFORMATION

We may disclose nonpublic personal information about you and your designated consumer account(s) or transactions on your designated consumer account(s) as provided in our Deposit Account Agreement and Funds Availability Policies and our privacy statement called “Notice of Your Financial Privacy Rights”. In addition, we have the right to obtain and disclose information regarding your designated account or transactions on your designated account, from or to a Payee or financial institution to resolve payment-posting problems. These disclosures may be made:

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

By using the Program, you acknowledge that you have received, read and understood our privacy statement. If you have not read our privacy statement, please do so before accessing the Program. Our privacy statement is located on Old Mission Bank’s web site, available by telephone, or mail.

## OTHER ONLINE SERVICES

**Balance Inquiries.** You may use online banking to check the current balance and other account information on all of your deposit accounts and most loan accounts.

**Account Services.** You may use online banking to request copies of checks and statements, place stop payments on checks, order checks, download your account information to personal or business management software, set up account alerts (e.g., to be notified if an account reaches a certain balance), and complete an online application to open a deposit account.

## FEES

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

CONSUMER INTERNET BANKING	COMMERCIAL INTERNET BANKING
<b>Internet Banking:</b>	<b>Internet Banking:</b>
No Charge if Active	\$6.95 per month
\$3.95 per month if inactive for 60 days or more	\$9.95 per month if inactive for 30 days or more
<b>Bill Payment:</b>	<b>Bill Payment:</b>
0 – 4 payments - \$3.95 per monthly cycle	0 – 10 payments included with Internet Banking
5 or more payments – No Charge	Additional payments \$.50 each

## SECURITY

In order to access your accounts and utilize the features offered on the Program, each Authorized Representative or account holder will need a User ID and Password. You agree to protect and keep confidential your User ID and Password and not to disclose these to any person not an Authorized Representative or otherwise not authorized by you to access your accounts or use the services offered on the Program on your behalf. If your User ID and/or Password are disclosed to any person or entity, whether or not such person or entity is an Authorized Representative, you assume all risks and losses associated with the disclosure. You are encouraged to change passwords frequently to increase security. **You must notify us immediately if you become aware that someone may attempt to use or has used the Program to access your accounts without your permission, or if you become aware of loss, theft, or unauthorized access to your User ID or Password have occurred. You will notify us by calling 906-635-9910 or 1-888-988-1662 during the hours of 9:00 a.m. to 4:30 p.m. EST Monday through Friday or by sending us an e-mail at support@oldmissionbank.com.** Data transferred via the electronic banking system is encrypted in an effort to provide transmission security, so that the electronic transmissions can be appropriately identified or authenticated by each other. We will authenticate your electronic banking system identity by means of a User ID and Password. You agree that electronic communications validated by these means will be given the same legal authority as written communications. Notwithstanding our efforts to insure that the Program is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic email, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers using the electronic banking system or regular e-mail transmitted to and from the Bank, will not be monitored or read by others. As a result, we will not send and we strongly suggest that you do not send us any confidential account information in the form of a personal email message to our attention. **You agree that these procedures provide a commercially reasonable degree of protection in light of your particular needs and circumstances.**

Data transmitted through this Program is encrypted for security. For all other communications see our Privacy Statement at [www.oldmissionbank.com](http://www.oldmissionbank.com), which is hereby incorporated into this Agreement by reference.

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

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

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

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

An “unauthorized transfer” is a transfer by a person who does not have actual, implied, or apparent permission, and is a transfer that does not benefit you. A transfer by a joint account holder or other person with an

interest in your account is not an unauthorized transfer. You will not be liable for unauthorized transfers except as explained in this Agreement.

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

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

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

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

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

Telephone: 1-866-263-0605, 24 hours a day  
Fax: 1-906-635-9920 9:00 a.m. to 5:00 p.m. EST

or write: Old Mission Bank  
Attn: OMB Connect Support  
2701 I-75 Business Spur  
Sault Ste. Marie, Michigan 49783

For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

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

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

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

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

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

### ***Company Representative If You Are a Business Entity***

If you are a corporation, partnership, limited liability company, association or some other form of business entity, we will issue one set of User ID and Password to an Authorized Representative. It is your responsibility to ensure that User ID and Password are provided only to persons you authorize. You represent to us that each Authorized Representative and anyone else using your User ID and Password has general authority from your company to give us instructions to perform transactions using our Online Banking service.

Each person using your User ID and Password will have the ability to:

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

### ***Your Liability for Transactions From Business Accounts***

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

Telephone: 1-866-263-0605, 24 hours a day  
Fax: 1-906-635-9920, 9:00 a.m. to 5:00 p.m. EST

or write: Old Mission Bank  
Attn: OMB Connect Support  
2701 I-75 Business Spur  
Sault Ste. Marie, MI 49783

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

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

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

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

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

You agree to promptly examine all account statements and any confirmations of transfers which we or other banks may send or make available to you, and to promptly notify us of any discrepancy or error within 15 days of receipt of any such statement or confirmation.

Call us at 1-906-635-9910 or 1-888-988-1662 or write us at Old Mission Bank, 2701 I-75 Business Spur, Sault Ste. Marie, MI 49783 as soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this agreement which is listed on the statement.

### ***Limitations on Our Liability in Connection with Business Accounts***

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

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

### ***Security Procedures***

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

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

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

### ***Indemnification***

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

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

## SECURITY

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

- Never walk away from your computer while logged on to this service.
- Memorize your User ID and Password.
- Don't share your User ID and Password with anyone.
- Select a User ID and Password that will be easy for you to remember, but difficult for others to guess.
- Do not use names of family members or pets, Social Security number, birthday or other personal information.
- Do not use words in a dictionary, slang, or common character sequence such as "123456789".
- Choose a User ID and Password that contains at least one lower case and one upper case alphabetic character, at least one number, and one special character such as "!, @, #, \$, %, ^, &, \*, (, )".
- Your User ID and Password are case sensitive.
- Your User ID and Password cannot be the same.
- In order to protect the security of your account data, the Password will expire every 60 days.
- Never give your User ID and Password to somebody else, even if they identify themselves as an Old Mission Bank employee. Under no circumstances do we need your User ID and Password.
- Notify us immediately if you believe your User ID and Password have been lost or stolen.

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

## LOSS OF DATA

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

## OUR OBLIGATION TO CONDUCT TRANSACTIONS

We are not obligated to conduct any transaction or instruction which does not comply with the terms and conditions of the Eligible Accounts. We may also refuse to honor any transaction we have reason to believe may not be authorized by you or any other party whose authorization may be necessary to effect the transaction. Nor will we honor any transaction, including that which involves funds subject to hold, dispute, or other restriction or legal process that we believe prevents their withdrawal or transfer. We will not honor any transaction or instruction that is in violation of any law, regulation, or Bank policy, procedure or practice. We will not honor any transaction or instruction that we have reasonable cause not to honor.

## LINKS TO OTHER WEBSITES

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

## INDEMNITY

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

## **DISCLAIMER OF WARRANTIES**

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

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

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

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

## **DAMAGES**

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

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## **CHOICE OF LAW; DISPUTE RESOLUTION; JURY TRIAL WAIVER.**

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

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

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

#### **WAIVER**

The failure of Bank to enforce any right or provision in the Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by 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 the Agreement.

#### **CHANGES; AMENDMENTS; REVISION**

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

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

#### **TERMINATION OR DISCONTINUATION**

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

**Old Mission Bank  
Attn: OMB Connect Support  
2701 I-75 Business Spur  
Sault Ste. Marie, MI 49783  
Fax (906) 635-9920**

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

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

#### **MISCELLANEOUS**

- a. Your monthly checking account statement will contain information about any bill payment transactions completed during the statement period.

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

## **SIGNATURES**

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

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

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

Your physical signature, electronic consent, or use of OMB Connect Online Banking and Bill Payment service is also your acknowledgement that you have received a copy of this agreement in paper form, or if you have provided a separate electronic consent, in electronic form. If you are offered or provided an electronic copy of this agreement but would like to have a paper copy, please contact us at 1-888-998-1662 or at 1-906-635-9910 or write to us at Old Mission Bank, 2701 I-75 Business Spur, Sault Ste. Marie, MI 49783 and we will forward a paper copy to you.

I/We the undersigned acknowledge receipt of a copy of this Agreement and agree to all terms and conditions contained therein.

**Consumer Customer**

\_\_\_\_\_  
(Customer Signature)

\_\_\_\_\_  
(Customer Signature)

\_\_\_\_\_  
(Print or type name of Customer)

\_\_\_\_\_  
(Print or type name of Customer)

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

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

**Commercial Customer**

\_\_\_\_\_  
(Print or Type Business Name)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Print or type name of Authorized Representative)

\_\_\_\_\_  
(Print or type name of Authorized Representative)

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

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

\*Please complete the appropriate 'Certification of Authorization' and 'Authorization Enrollment Form for Accounts' to complete enrollment.

**Old Mission Bank**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**CERTIFICATE OF AUTHORIZATION FOR  
CUSTOMER ORGANIZED AS A CORPORATION**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Company Date of Organization

The undersigned hereby certifies to Bank that he or she is the duly elected and qualified \_\_\_\_\_ of the above-referenced Customer, a corporation duly organized and existing under the laws of the State of \_\_\_\_\_, and that the person signing this Agreement on behalf of the Customer has been duly elected to the office(s) set forth above. The undersigned further certifies to Bank that said officer was duly authorized to sign this Agreement by a resolution adopted at a meeting (or by unanimous written consent) of the directors of the Customer in conformity with the articles of incorporation and bylaws of the Customer. The undersigned further certifies that said resolution authorizes

\_\_\_\_\_  
Name Title  
as "Authorized Representative" to administer Customer's Online Banking Programs, including, but not limited to, the ability to name other individuals as "Authorized Representatives" by authorizing those individuals to use the Program on behalf of Customer, create passwords for those individuals, and otherwise control use of the Program by Customer. The undersigned further certifies that said resolution or written consent has not been rescinded and remains in full force and effect.

Dated: \_\_\_\_\_  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_, Secretary  
(Print or type name)

*If the Secretary is also the person signing this Agreement on behalf of Customer, the additional certification of another officer or a director or if none, a shareholder is also required below. Failure to provide such additional certification shall constitute a certification by the Secretary that the Secretary is the sole officer, director and shareholder.*

The undersigned hereby certifies to Bank that the facts set forth in the foregoing certification signed by the Secretary of Customer are true and correct.

Dated: \_\_\_\_\_  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print or type name and title)

**CERTIFICATE OF AUTHORIZATION FOR CUSTOMER  
ORGANIZED AS A LIMITED LIABILITY COMPANY**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Company Date of Organization

The undersigned hereby certifies to Bank that he or she is a member or an authorized manager of the above-referenced Customer, a limited liability company duly organized and existing under the laws of the State of \_\_\_\_\_, and that the person signing this Agreement on behalf of the Customer has been duly authorized to sign this Agreement by a resolution adopted at a meeting (or by unanimous written consent) of the members of the Customer in conformity with the articles of organization and operating agreement of the Customer. The undersigned further certifies that said resolution authorizes

\_\_\_\_\_, \_\_\_\_\_  
Name Title

as "Authorized Representative" to administer Customer's Online Banking Programs, including, but not limited to, the ability to name other individuals as "Authorized Representatives" by authorizing those individuals to use the Program on behalf of Customer, create passwords for those individuals, and otherwise control use of the Program by Customer. The undersigned further certifies to Bank that said resolution or written consent has not been rescinded and remains in full force and effect.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or type name and title)

*If the person providing the certification above is also the person signing this Agreement on behalf of Customer, the additional certification of another manager or if none, a member is also required below. Failure to provide such additional certification shall constitute a certification by the manager or member signing above that he or she is the sole manager and member of Customer.*

The undersigned hereby certifies to Bank that the facts set forth in the foregoing certification signed by the authorized manager or member of Customer are true and correct.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or type name and title)

**CERTIFICATE OF AUTHORIZATION FOR CUSTOMER  
ORGANIZED AS A PARTNERSHIP**

\_\_\_\_\_  
Customer Name

\_\_\_\_\_  
Customer Address

\_\_\_\_\_  
Customer Date of Organization

The undersigned hereby certifies to Bank that he or she is a general partner of the above-referenced Customer, a general, limited or limited liability partnership duly organized and existing under the laws of the State of \_\_\_\_\_, and that the person signing this Agreement on behalf of the Customer has been duly authorized to sign this Agreement by a resolution adopted at a meeting (or by unanimous written consent) of the general partners of the Customer in conformity with any and all agreements which are now in existence between the partners. The undersigned further certifies that said resolution authorizes

\_\_\_\_\_, \_\_\_\_\_  
Name Title  
as "Authorized Representative" to administer Customer's Online Banking Programs, including, but not limited to, the ability to name other individuals as "Authorized Representative" by authorizing those individuals to use the Program on behalf of Customer, create passwords for those individuals, and otherwise control use of the Program by Customer. The undersigned further certifies to Bank that said resolution or written consent has not been rescinded and remains in full force and effect.

Dated: \_\_\_\_\_  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_, General Partner  
(Print or type name)

*If the person providing the certification above is also the person signing this Agreement on behalf of Customer, the additional certification of another general partner is also required below. Failure to provide such additional certification by a limited partnership shall constitute a certification by the General Partner signing above that the General Partner is the sole general partner of the Customer.*

The undersigned hereby certifies to Bank that the facts set forth in the foregoing certification signed by the authorized general partner of Customer are true and correct.

Dated: \_\_\_\_\_  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_, General Partner  
(Print or type name)

**CERTIFICATE OF AUTHORIZATION FOR CUSTOMER  
ORGANIZED AS A SOLE PROPRIETORSHIP**

\_\_\_\_\_  
Customer Name

\_\_\_\_\_  
Customer Address  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Customer Date of Organization

I am personally and individually conducting business under the name of the above-referenced Customer and all property in and under that name is my sole property and belongs to me personally and individually. I am the sole owner of the business so conducted and no other person, firm, corporation or other entity has any interest in said business. I am appointing

\_\_\_\_\_, as "Authorized Representative" to administer all of Customer's Online Banking Programs including, but not limited to, the ability to name other individuals as "Authorized Representatives" by authorizing those individuals to use the Program on behalf of Customer, create passwords for those individuals, and otherwise control use of the Program by Customer.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_, Sole Proprietor  
(Print or type name)

