

THE STATE BANK ONLINE BANKING SERVICES AGREEMENT

Please read the Online Banking Agreement and then click the I accept button at the bottom of the form.

Agreement — This Agreement, which includes the Fee Schedule, is a contract which establishes the rules which cover your electronic access to your accounts at The State Bank through our Online Banking System. By using Online Banking, you accept all the terms and conditions of this Agreement. Please read it carefully.

The terms and conditions of the deposit agreements and disclosures for each of your Bank accounts as well as your other agreements with The State Bank 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. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and The State Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement and Fee Schedule constitutes the entire agreement between you and The State Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

Definitions — As used in this Agreement, the words "we," "our," "us," and "BANK" mean The State Bank and its divisions. "You" and "your" refer to the accountholder authorized by The State Bank to use Online Banking under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through Online Banking. "Account" or "accounts" means your accounts at The State Bank. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from your State Bank accounts using Online Banking including bill payments. "Online Banking Services" means the services provided pursuant to this Agreement, including the Bill Payment Service. "Business days" means Monday through Friday. Holidays are not included.

Access — To use Online Banking, you must have at least one account at The State Bank or its divisions, access to Internet service, and an e-mail address. You will use your account number and the last four digits of your social security number as a password for your initial access. You will be required to change your password at 1st login to Online Banking. Online Banking can be used to access only the State Bank accounts which are owned by you. Access to your accounts through Online Banking will be based upon the identification and use of User ID's, 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 accountholder.

Online Banking Services — You can use Online Banking to check the balance of your Bank accounts, view Bank account histories, transfer funds between your Bank accounts or other bank accounts owned by you, make stop payment requests, change your email address, and pay bills from your Bank accounts in the amounts and on the dates you request if you have requested the Bill Payment Service.

Hours of Access — You can use Online Banking seven days a week, twenty-four hours a day, although some or all Online Banking services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the Online Banking web site.

Your Password — For security purposes, you are required to change your password upon your initial login to Online Banking. You may also change your Access ID at this time, but it is not required. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to Online Banking will be revoked. To re-establish your authorization to use Online Banking, you must contact us to have your password reset or to obtain a new temporary password.

We require that you create a password that utilizes alpha and numeric characters for purposes of security and be at least 8 characters in length. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down. Access ID and passwords are case sensitive.

Security — You understand the importance of your role in preventing misuse of your accounts through Online Banking and you agree to promptly examine your paper or electronic statement for each of your Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and Access ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via Online Banking is encrypted in an effort to provide transmission security and Online Banking utilizes identification technology to verify that the sender and receiver of Online Banking transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the Online Banking system is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Online Banking, or e-mail transmitted to and from us, will not be monitored or read by others.

Fees and Charges — You agree to pay the fees and charges for your use of Online Banking Services as set forth in the current fee schedule. You agree that all such fees and charges will be deducted from the Bank checking account you designate when you sign up for Online Banking. If you close your designated Checking Account, you must immediately designate another Checking Account. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of online banking.

Posting of Transfers — Transfers initiated through Online Banking before 7:00 p.m. (Eastern Standard Time) on a business day are posted to your account the same day. Transfers completed after 7:00 p.m. (Eastern Standard Time) on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. Online Banking identifies transfers based upon the login ID of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the Transaction postings screens in both the Transfer and Bill Payer menu options of Online may not reflect transfers made by multiple users from the same account if different login IDs are used. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

Overdrafts (Order of Payments, Transfers, and other Withdrawals) — If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

1. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
2. Electronic fund transfers initiated through Online Banking which would result in an overdraft of your account may, at our discretion, be cancelled;
3. In the event the electronic fund transfers initiated through Online Banking which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

Limits on Amounts and Frequency of Online Banking Transactions — The number of transfers from your Bank 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.

Online Banking Bill Payment Service — The State Bank offers Bill Payment services through Check Free Services Corporation. Should you elect to use this service, you agree to abide by Check Free Services Corporation's terms and conditions in the "Bill Payment Service Agreement", in addition to the terms and conditions contained in this Online Banking Agreement. The terms and conditions of the "Bill Payment Service Agreement" can be viewed when you register for Bill Pay and also by clicking on the link "[View the Terms & Conditions](#)" located on the Home screen of the payment center page. In the event of a conflict between the terms and conditions of this Online Banking Agreement and the terms and conditions of the "Bill Payment Service Agreement", the terms and conditions of the "Bill Payment Service Agreement" apply.

Disclosure of Account Information and Transfers — You understand information about your accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to Online Banking. You agree and hereby authorize all of these transfers of information.

Periodic Statements — You will not receive a separate Online Banking statement. Transfers to and from your accounts using Online Banking will appear on the respective periodic paper or electronic statements for your Bank accounts.

Change in Terms — We may change any term of this Agreement at any time. If the change would result in increased fees for any Online Banking service or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the Bank web site or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject Online Banking Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments - Contact us as soon as you can, if you think your paper or electronic statement is wrong, or if you need more information about a transfer listed on your paper or electronic statement. We must hear from you no later than 60 days after we sent the FIRST paper or electronic statement upon which the problem or error appeared. When you contact us:

1. Tell us your name and account number.
2. Describe the error or 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.
3. Tell us the dollar amount of the suspected error.
4. If the suspected error relates to a bill payment made via the Online Banking Bill Payment Service, tell us the account number used to pay the bill, payee name, the date the payment was sent, payment amount, ID number, and the payee account number for the payment in question. (This information appears on the Transaction Posting Screen.)

If you contact us by telephone or by e-mail, we may require that you send us your complaint or question in writing by postal mail or fax within 10 business days.

We will communicate to you the results of our investigation within 10 business days after you contact us and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. 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 put your complaint or question in writing and WE DO NOT receive it in the form of a paper writing within 10 business days, we may not provisionally credit your account.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If we have made a provisional credit, a corresponding debit will be made from your account.

Our Liability for Failure to Make a Transfer — If we do not complete a transfer to or from your account, including a bill payment, 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 caused as a result. However, there are some exceptions. We will NOT be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make a transfer.
2. If a legal order directs us to prohibit withdrawals from the account.
3. If your account is closed, or if it has been frozen.
4. If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
5. If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
6. If any electronic terminal, telecommunication device, or any part of the Online Banking electronic funds transfer system is not working properly and you knew about the problem when you started the transfer.
7. If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment.
8. If you have not properly followed the on-screen instructions for using Online Banking.
9. If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

Your Liability for Unauthorized Transfers — CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any). If you contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission.

If you do NOT contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as \$500.

Also, if your paper or electronic statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the paper or electronic statement was mailed to you, you may not get back any money you lost through transactions made after the 60-day time period 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 hospital stay) kept you from contacting us, we will extend the time periods.

Disclaimer of Warranty and Limitation of Liability — We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Online Banking Services provided to you under this Agreement. We do not and cannot warrant that Online Banking will operate without errors, or that any or all Online Banking Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Online Banking, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of The State Bank and its affiliates exceed the amounts paid by you for the services provided to you through Online Banking.

Your Right to Terminate — You may cancel your Online Banking service at any time by providing us with written notice by postal mail or fax. Your access to Online Banking will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

Our Right to Terminate — You agree that we can terminate or limit your access to Online Banking Services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your Bank accounts. Online Banking service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Upon reasonable notice, for any other reason in our sole discretion.

Communications between The State Bank and You — Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

E-mail — Contact us by email at message@thestatebank.com.

Please note that emails are not secure transmissions.

Telephone — Contact us by telephone at 1-810-629-2263 or 1-800-535-0517 during normal business hours Monday through Friday

Facsimile — Contact us by fax at 1-810-629-3892

Postal Mail — Write to us at:

The State Bank

P.O. Box 725

175 N. Leroy Street

Fenton, MI 48430-0725

In Person — You may visit us in person at any one of our locations listed in our website.

Online Fees - These are fees specific to the use of online banking and Bill Payment only. Transaction Fees are charged to the account from which the Bill Payment was made.

Electronic Statements, Notices and Signatures: In order to provide electronic delivery of your statements and/or notices and to accept electronic signatures, you must first complete and accept the Electronic Statements, Electronic Notices and Electronic Signature Disclosure and User Agreement that is accessible through Online Banking.

Online Internet Banking Access Only	\$0
Consumer Bill Pay	\$0

Bill Payment Fees:

Returned Bill Pay ACH Fee	\$20.00 each*
Stop Payment through Online Bill Payment	\$20.00 per item
E-Greetings	\$0.25
Overnight Check	\$14.95 per transaction
Same-Day Bill Payment	\$9.95 per transaction

Popmoney Fees (Person to Person Payments)

	Transaction Amount	Transaction fee (3 day)	Transaction fee (next day)
Send Money	\$1.00 - \$249.99	\$0.50	\$0.85

	\$250 - \$999.99	\$0.75	\$1.00
	\$1,000 and above	\$1.50	\$2.00
Request Money*	\$1.00 - \$249.99	\$0.50	N/A
	\$250 - \$999.99	\$0.75	N/A
	\$1,000 and above	\$1.50	N/A

· \$0.15 of the fee is collected when the request is sent, and the remainder is collected when the payment is received.

*Additional NSF/Overdraft fees may be charged by bank if this occurrence also results in an overdraft of your account.

The State Bank Alerts Terms and Conditions

Alerts. Your enrollment in [The State Bank 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 [The State Bank](#) account(s). Alerts are provided within the following categories:

- *Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.*
- *Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts, such as [scheduled payments made](#), [scheduled payments cancelled and mobile deposits](#). These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.*
- *Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the Alert menu within [The State Bank Online Banking](#) and Alert menu within [The State Bank Mobile Banking](#).*

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. 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. [The State Bank](#) 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 [The State Bank Online Banking message in-box](#), by an e-mail message. 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 96924 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 **The State Bank** Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to **96924**. In case of questions please contact customer service at **810-629-2263**. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. **The State Bank** 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 **The State Bank's** control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold **The State Bank**, 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.

[Print Disclosure](#)