

**CITIZENS NATIONAL BANK
ONLINE BANKING ACCESS AGREEMENT**

THIS ONLINE BANKING ACCESS AGREEMENT (“AGREEMENT”) GOVERNS USE OF AND ACCESS TO CITIZEN NATIONAL BANK’S ONLINE BANKING AND MOBILE BANKING SERVICES. YOU SHOULD CAREFULLY REVIEW THIS AGREEMENT AND SHOULD KEEP A COPY FOR YOUR RECORDS.

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

IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT OR ARE UNSURE IF YOU ARE AUTHORIZED TO ENTER INTO THIS ONLINE BANKING SERVICE, YOU SHOULD NOT CHECK THE BOX, AND SHOULD NOT CLICK “ACCEPT”.

1. DEFINITIONS. For purposes of this Online Banking Access Agreement, “you” and “your” mean the Account owner(s) on whose behalf this Online Banking Access Agreement has been accepted. Additionally, the following capitalized terms shall have the following meanings:

- (a) “**Account**” means a loan or deposit account that you maintain with Bank, that you designate as an account to be linked to Online Banking and Mobile Banking (as applicable), and that Bank permits to be linked.
- (b) “**Account Agreements**” means, collectively, all agreements, disclosures and fee schedules applicable to your Account(s) and Services, and the general Bank website terms and conditions and privacy notice.
- (c) “**Account to Account Transfers**”
- (d) “**Applicable Laws**” means all applicable federal, state and local laws, statutes, rules, codes, directives, regulations, orders and ordinances, as enacted and/or amended from time to time, and the NACHA Rules, to the extent applicable and as amended from time to time.
- (e) “**Available Funds**” means the total amount of the immediately available, good and collected funds in a deposit Account as of the close of business on any Business Day, determined in accordance with the manner in which Bank generally provides credit for deposited items as set forth in the Account Agreements.
- (f) “**Bank**” means Citizens National Bank.
- (g) “**Bill Pay**” means Bank’s Bill Pay service which allows you to send payments to third parties from your Account.
- (h) “**Bill Payment Service**” means a service available through the Services that enables the initiation of payments to designated payees.
- (i) “**Billers**” means an eBill Payee that you wish payment to be directed through Bill Pay or from which you receive eBills.
- (j) “**Business Account**” means an Account established primarily for a business purpose.
- (k) “**Business Day**” means Monday through Friday, excluding federal holidays and any holidays recognized by Bank.
- (l) “**Consumer Account**” means an Account established primarily for personal, family or household purposes.
- (m) “**Mobile Banking**” means the service offered by Bank that allows customers to access certain information regarding Accounts and the ability to conduct certain Account activity through a Mobile Device’s Internet Browser (“**Mobile Browser Banking**”), using Mobile Banking Application, and/or through SMS (“**Mobile Text Banking**”).
- (n) “**Mobile Banking Application**” means the mobile banking application downloaded in order to use Mobile Banking. Bank reserves the right to change the Mobile Banking Application and other protocols that Bank allows for Mobile Banking at any time without prior notice.
- (o) “**Mobile Check Deposit**” means the service that allows you to make deposits to your Account(s) using compatible and supported mobile devices.

- (p) **“Mobile Device”** means a cellular telephone or similar wireless communications device (i) on which the Mobile Banking Application is installed; or (ii) that is capable of conducting Mobile Banking transactions by using other protocols Bank may choose to permit.
- (q) **“NACHA Rules”** means the National Automated Clearinghouse Association rules and guidelines governing the Automated Clearinghouse Network.
- (r) **“Online Banking”** means a Bank service that enables you and Users to access Accounts and other Services through an online portal.
- (s) **“Popmoney”** means the “Pay Other Person” service which permits you to send, request, or receive money from other Popmoney participants.
- (t) **“Periodic Statements”** means the written record of all transactions for your Accounts at Bank provided on a periodic basis.
- (u) **“Services”** mean Online Banking and Mobile Banking and any services accessible through either.
- (v) **“User”** means an individual authorized to use Online Banking.

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

3. SYSTEM AND SOFTWARE REQUIREMENTS.

- (a) You are responsible for the purchase, installation, maintenance, operation, upgrades, security of the software, hardware and equipment required to access and use Online Banking, including, but not limited to, a computer, web browser software, anti-virus and anti-spyware software and computer firewall. Bank is not responsible for and has no liability for: (i) any errors or issues that arise from the malfunction or failure of the software, hardware or equipment used in connection with Online Banking; or (ii) error, failure or nonperformance of Online Banking, including the risk that you or a User do not operate the computer software properly.
- (b) You agree to use a reputable anti-virus and anti-spyware software program and to update such anti-virus and anti-spyware software on a regular basis. Bank encourages you and any Users to routinely scan your computer, any other computer used to access Online Banking, and any removable drives and diskettes, using a reliable anti-virus product to detect or remove any viruses. Undetected or un-repaired viruses may destroy programs, files and even hardware. Additionally you or a User may unintentionally transmit the virus to other computers. Bank also encourages you to purchase and employ a reliable firewall on any computer used to access Online Banking to protect from intrusion while connected to the Internet. You are solely responsible for the proper installation, configuration, and maintenance of any intrusion detection system you or a User may employ. Bank is not responsible for and has no liability for any: (i) electronic virus or viruses; (ii) computer virus or related problems that may be associated with the use of Online Banking or the Services; or (iii) damage or any other loss directly or consequentially, which you or a User may suffer or incur by reason of your use, a User’s use, or a third party’s use of the computer or software.
- (c) Access to Mobile Banking requires a Mobile Device with Internet access. In order to use Mobile Banking through the Mobile Banking Application, the Mobile Banking Application must be downloaded and installed on a Mobile Device. Bank’s provider and licensor may require agreement to additional terms and conditions in order to download the Mobile Banking Application and to use Mobile Banking. Bank is not responsible for any damage to a Mobile Device resulting from downloading, installing or using the Mobile Banking Application. If you no longer want Mobile Banking to be accessed through the Mobile Banking Application on a particular Mobile Device, the Mobile Banking Application must be deleted from that Mobile Device. The terms of this Agreement which address Mobile Banking only apply to the extent that you have downloaded and installed the Mobile Banking Application on a Mobile Device.
- (d) If you or a User obtain a different Mobile Device, the Mobile Banking Application must be downloaded and installed on that different Mobile Device under the same terms set forth in this Mobile Banking Access Agreement. You agree that Mobile Banking Application will be promptly deleted from all Mobile Devices on which it was installed if this Mobile Banking Access Agreement or any license granted under it or another agreement terminates for any

reason. Bank reserves the right to change, add to, or terminate services with third-party Mobile Banking Application providers and licensors, to substitute different Mobile Banking Application providers, and to enter into or arrange for the provision Mobile Banking Application by other licensors and third-parties.

- (e) You are responsible for the purchase, maintenance, operation, upgrades, and security of Mobile Devices. Bank is not responsible for and has no liability for any errors or issues that arise from the malfunction or failure of a Mobile Device or any error, failure or nonperformance of Mobile Banking on a Mobile Device.
- (f) You acknowledge that changes in technology, software, Bank policies and procedures, or other developments may require modifications of (or new or additional) software, hardware and equipment which you will be solely responsible for upgrading, at your sole cost and expense, if you desire to make continued use of the Services.

4. ACCOUNTS AND ACCESS.

- (a) To use the Services, you must have and maintain one or more Accounts with Bank and have access to Internet service. Use of Mobile Banking requires an Account with Bank, a Mobile Device, access to Internet service and enrollment in Online Banking. Mobile Browser Banking from Bank's mobile banking URL can be accessed from a Mobile Device with a web browser that allows secure SSL traffic. Mobile Application Banking is only available for iPhone, iPad (iOS 6 and newer) and Android devices. To use the Online Bill Payment Service, you must have at least one checking Account with Bank and access to the Internet service. The Services can be used to access only the Account or Accounts. You can request to add an account or delete an Account from Online Banking by calling Bank at 231-627-7111 or toll free at 888-627-7800 and completing an authorization amendment in the form required by Bank.
- (b) For a deposit Account, you agree to keep sufficient Available Funds in the Account to cover any transaction that is ultimately approved by Bank and any fees that are related to the Services or the Account. For an Account that is a loan Account, you agree to keep sufficient credit available to permit any transaction that is ultimately approved by Bank and any fee related to the Services without exceeding your applicable credit limit.
- (c) The Bank uses multi-factor authentication to help protect your account. However, you agree that Users may use Online Banking to access an Account, access Account information and conduct transactions to the same extent that you may do so and that Bank is authorized to conduct any transaction initiated through Online Banking using your password and login ID. Your login ID and password used to access Online Banking shall also be used to access Mobile Banking. You also agree that Bank is authorized to act on a User's instructions and provide Account information to a User as provided in this Agreement. You assume responsibility for each User's compliance with this Online Banking Access Agreement.
- (d) Bank does not guarantee the availability of Mobile Banking on all mobile devices, on all communications networks, in all geographic regions, or at all times. In no event shall Bank be liable for any damages due to an inability to access Mobile Banking, any particular Mobile Banking function, to execute transactions through Mobile Banking, or to receive information through Mobile Banking.

5. FEATURES OF SERVICES. You or a User can use the Services to (subject to the terms and conditions of each account):

- check Account balances;
- view Account histories;
- receive Alerts;
- view Account statements;
- transfer funds between Accounts (other than a certificate of deposit account);
- transfer funds from a deposit Account (other than a certificate of deposit account) to a loan Account;
- request a draw on the loan Account to be deposited into a deposit Account (other than a certificate of deposit account);
- pay bills from a checking Account;
- make Popmoney Payments; and
- look up ATM and branch locations.

Additional features may be accessible through the Services if you have executed additional agreements.

6. ALERTS.

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

7. PERIODIC STATEMENTS.

You may elect to receive periodic statements electronically within Online Banking. Your choice is subject to the terms and conditions of the E-Sign Consent.

8. BILL PAYMENT SERVICE.

- (a) For each payment requested through the Bill Payment Service (“**Bill Payment**”), the following information must be designated: the checking Account at Bank from which the Bill Payment is to be made (“**Payment Account**”); the payee’s complete name; the payee-assigned account number; and the payee’s remittance address (all exactly as shown on the billing statement or invoice); the amount of the Bill Payment; and the date you want the Bill Payment to be debited from your Payment Account. Only a payee that has been established through Online Banking may be designated. You agree that neither you nor any User shall request a Bill Payment to a payee outside the United States. If a Bill Payment is scheduled to be debited from your Payment Account on a day that is not a Business Day, your Payment Account will be debited the previous Business Day before 5:00 PM (Eastern Standard Time). You agree that, based upon instructions Bank receives under your login ID and password, Bank may charge your Payment Account by electronic transfer, “no signature required draft,” or by debiting and remitting funds on your behalf. Bank reserves the right to refuse to pay any payee. If Bank does refuse to pay a payee, it will provide notice of such refusal.
- (b) Bill Payment will show you the earliest “Deliver By” date that a payment may be sent to a Biller. You must select a “Deliver By” date that is no later than the due date reflected on your Biller’s statement. If the due date is on a non-Business Day, you must select a “Deliver By” date that is at least one (1) Business Day before the Biller’s due date.
- (c) Bank will choose the method by which payments are sent to a Billers (i.e., electronically, by check or otherwise). If the payee is to be paid by paper check, you understand and agree that paper checks are mailed to the payee and that the payee may not receive the Bill Payment until five (5) to eight (8) Business Days after the date the check is mailed. If the payee is to be paid electronically, you understand and agree that the payee may not receive the Bill Payment until three (3) to four (4) Business Days after the date the Bill Payment is debited from the Payment Account. You understand and agree that Bank is not responsible for the timely delivery of mail or the improper transmission or handling of Bill Payments by third parties.
- (d) To cancel a Bill Payment other than a preauthorized electronic fund transfer, you or a User must cancel the Bill Payment via Online Banking (by following the onscreen instructions) before 5:00 PM (Eastern Standard Time) on the date the Bill Payment is scheduled to be debited from your Payment Account. For instructions on canceling or stopping a preauthorized electronic fund transfer, see Section 10, below. If Bank has chosen to make a Bill Payment by means of a paper check, you or a User may also be able to stop payment on the paper check by calling Bank at 231-627-7111 or toll free at 888-627-7800 or following the instructions in Online Banking. The stop payment request must precisely identify the name of the payee, the payee-assigned account number, the amount and scheduled date of the Bill Payment, and the ID number from the Bill Payment “scheduled payments” screen. You will incur regular stop payment charges as disclosed in the current fee schedule for the applicable Account.
- (e) You agree not to enter any agreements where one of the purposes is to generate late payment fees. The risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by you in the event you do not follow the procedures. Bank, through its third party service provider, may be liable for any late payment related charges up to \$50.00 should a payment post after its due date as long as you schedule the payment in accordance with this Agreement. Bank will have no liability if the Account does not contain sufficient funds, the payment processing center is not working properly and you know or have been advised about the malfunction prior to execution of the transaction, the information you provided regarding the Biller is inaccurate, or for circumstances outside the control of Bank. Bank discourages you

from using Bill Payment to make tax payments and court ordered payments. Bank will not be liable for any late payment charges related to these types of payments regardless of whether you followed the scheduling requirements set forth in this Agreement.

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

9. ELECTRONIC BILL (“EBILL”) DELIVERY. If you subscribe to Bill Pay, you can arrange to receive certain bills electronically from Billers.

- (a) Bank will not update or change your personal information (e.g., your name, mail or email address, or phone number) with electronic Billers. You will need to contact Billers directly to update their records for you. Additionally, it is your responsibility to maintain all user IDs, passwords, and other authentication information for all electronic Biller websites. You agree that Bank may provide Billers with your email address, mailing address, and other information specifically requested by the Biller to facilitate Bill Pay.
- (b) Upon activation of the eBill feature, Bank may notify the Biller of your request to receive bills electronically. The presentment of your first eBill may vary from Biller to Biller and may take up to 60 days, depending on the billing cycle of each Biller. Whether you also receive a paper copy of your bills is at the sole discretion of the Biller. While your eBill feature is being activated, it is your responsibility to keep your accounts with Billers current. Each electronic Biller reserves the right to accept or deny your request to receive eBills.
- (c) By activating the eBill feature, you authorize Bank to obtain billing information from Billers on your behalf. For some Billers, you will be asked to provide Bank with your user name, password, and/or other authentication information for the Biller. You authorize Bank to use that information to obtain your billing information.
- (d) Bank will use reasonable efforts to present your eBills to you promptly. You may elect to be notified via email or text message when a new eBill is received. The notice will be sent to the email address or mobile device number you designate within the Service. If you do not receive notification of a bill, it is your responsibility to periodically log in to Bill Pay and check on the delivery of new eBills, regardless of whether Bank notifies you of bills awaiting your review. Bank shall not be responsible for your failure to receive an eBill if you have provided the wrong email address or you have not updated your contact information in the Service. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills whether or not you receive notice from Bank.
- (e) Electronic Billers reserve the right to cancel the presentment of bills provided electronically at any time. You also may cancel eBill presentment at any time. The time frame for cancellation of your eBill presentment may vary from Biller to Biller. It may take up to 60 days, depending on the billing cycle of each Biller. Although Bank may notify your electronic Biller(s) regarding the change in status of your account with Biller, it is your sole responsibility to make arrangements for an alternative form of bill delivery. Neither Bank nor Bank’s service providers shall be responsible for presenting any eBills that are already in process at the time of cancellation.
- (f) You are solely responsible for contacting Billers directly if you do not receive their bills electronically. You agree to hold Bank harmless if a Biller fails to deliver your bills electronically. You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- (g) Bank is not responsible for the completeness or accuracy of your eBill(s). Any discrepancies or disputes regarding the accuracy of your eBill must be addressed with the Biller directly. This Agreement does not alter your liability for obligations between you and your Billers.

10. STOP PAYMENTS OF PREAUTHORIZED ELECTRONIC FUNDS TRANSFERS.

- (a) Regular recurring payments cannot be initiated from some Mobile Devices.
- (b) If you or a User have told Bank in advance to make recurring Bill Payments or other recurring electronic funds transfers out of a deposit Account, you or a User can stop any of these payments by (i) following the instructions in Online Banking or Mobile Banking; (ii) (231) 627-7111 or toll free at (888) 627-7800, or (iii) writing us at Attn: Citizens National Bank, PO Box 10, Cheboygan, Michigan 49721, in time for us to receive the request three (3) Business Days or more before the Bill Payment or other electronic fund transfer is scheduled to be made. If you or a User calls, Bank may also require you or the User to put the request in writing and get it to us within fourteen (14) days after the call.

- (c) **Consumer Deposit Accounts Only:** If you or a User order Bank to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and Bank does not do so, Bank will be liable for your losses or damages.

11. POPMONEY TRANSFERS.

- (a) In order to use Popmoney, you must have at least one open checking account at Bank. By using Popmoney, you represent and warrant to Bank that you have the right to authorize and permit Bank to access your Accounts to effect such transfers or for any other purpose authorized in this Agreement, and you assure Bank that by disclosing and authorizing Bank to use such information, you are not violating any third party rights. You warrant and represent that the information you are providing is true, current, correct, and complete. You authorize and permit Bank and Bank's service provider, to use information submitted by you to accomplish these purposes.
- (b) You authorize Bank to select any means to execute your Popmoney transfer request. If Bank is unable to execute your request through the designated service, it may, at its option, utilize other payment mechanisms in order to complete your request. For example, Bank could send the recipient a paper check.
- (c) You agree that if you identify a bank or beneficiary by name and account number, Bank may execute the instructions by reference to the account number only, even if the number does not correspond to the name.
- (d) For as long as you are using the Services, you give to Bank and Bank's service provider a limited power of attorney and appoint Bank and Bank's service provider as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the Accounts, effect funds transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to Accounts, as fully to all intents and purposes as you might or could in person. Once Bank or Bank's service provider has actual knowledge that you wish to cease using the Services, as provided in this Agreement, and has a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by Bank or Bank's service provider in good faith before it has actual knowledge of termination by you and has a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you.
- (e) Bank does not limit the number of funds transfers you may make; however, you may not make funds transfers in excess of the number of funds transfers allowed by the rules governing the applicable Accounts. Bank may from time to time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using Popmoney.
- (f) You may not make funds transfers in excess of \$5,000 in any one (1) transaction and \$5,000 in any one (1) Business Day. Bank reserves the right to change from time to time the dollar amount of funds transfers you are permitted to make using Popmoney. Some individuals may qualify for higher limits.
- (g) You may initiate a one-time payment instruction to a receiver for which processing shall be initiated immediately. However, you understand that receive of funds to the receiver may take up to two (2) Business Days if Bank is able to send the funds through ACH, or longer if the funds must be sent through an alternative method. Your Account will be debited immediately for the transaction. A "Rush" option is available to you for a fee to individuals who have been added as a contact in Bill Pay.
- (h) You cannot cancel any Popmoney transaction in process at the time you request the cancellation. Bank may decline any transfer requests made through Popmoney.
- (i) You agree to pay all fees associated with transfers through Popmoney as disclosed on the Fee Schedule. This amount will be automatically deducted from your Account at the time the transfer is requested.
- (j) If you are receiving money through Popmoney, you understand and agree that there may be a delay between the time you are notified of the pending payment and the availability of funds into your Account. You may be required to take additional steps to facilitate the deposit of the funds to your Account. If the instruction is determined to be improper, or for any other reason, you authorize Bank, or its service provider, to withdraw from your Account an amount equal to the amount of funds improperly transferred to you.

12. ACCOUNT TO ACCOUNT TRANSFERS.

Through the Services, you can make transfers to accounts you hold at other financial institutions ("**Account to Account Transfers**") subject to the terms and conditions of this Agreement and of this section.

- (a) You may only send Account to Account Transfers to accounts in your name at United States financial institutions (banks and credit unions). All Account to Account Transfers must be initiated by 3:00 PM Eastern Time on a Business Day in order to process same day. For Account to Account Transfers initiated after this time, they will process on the next Business Day.
- (b) All Account to Account Transfers will be sent via ACH in accordance with NACHA rules.

Before making an inbound or outbound Account to Account Transfer to an external account, you must verify that you have access to that account by confirming two micro-deposits made into the external account. Failure to validate the micro-deposits will result in lock-out of the Services. Once validated, the micro-deposits will be reversed.
- (c) Bank does not limit the number of funds transfers you may make; however, you may not make funds transfers in excess of the number of funds transfers allowed by the rules governing the applicable Accounts. Bank may from time to time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using Account to Account Transfers.
- (d) You may not make funds transfers in excess of \$6,000 in any one (1) transaction and \$25,000.00 in any consecutive 30 day period. Bank reserves the right to change from time to time the dollar amount of funds transfers you are permitted to make using Account to Account Transfers. Some individuals may qualify for higher limits. You must have sufficient funds in your Account at the time you initiate an Account to Account Transfer. If you do not, you will receive an error and the transaction will be prohibited. If for some reason, the Bank permits an Account to Account Transfer when you do not have sufficient funds, you will still be responsible for the amount of the transaction.
- (e) You cannot cancel any Account to Account Transfers in process at the time you request the cancellation. Bank may decline any transfer requests made through Account to Account Transfers.
- (f) You agree to pay all fees associated with transfers through Account to Account Transfers as disclosed on the Fee Schedule. This amount will be automatically deducted from your Account at the time the transfer is requested.

13. MOBILE CHECK DEPOSIT.

- (a) If you are a Consumer, Mobile Check Deposit may be available to you once you meet certain eligibility requirements. These include, that there cannot be any legal or administrative holds on your account, you are an owner of an eligible Account, and you have been a Bank customer for at least two (2) consecutive months.
- (b) Bank shall provide you with details of the specific transactions, reported similarly as other transactions may be done, that were a result of access to Mobile Check Deposit (i.e. Periodic Statements, acknowledgment, etc.).
- (c) For consumer accounts, funds from items deposited through Mobile Check Deposit may not be available on the first Business Day after the day of your deposit. See our Funds Availability Policy for more information.
- (d) You agree that the scanning and transmitting of checks does not constitute receipt by Bank. Acknowledgment of receipt or delivery does not constitute an acknowledgment by Bank that the transmission of a check or items does not contain errors or that funds will be available.
- (e) You agree to include "For Mobile Deposit Only to Citizens National Bank of Cheboygan" below all endorsements of checks. Bank reserves the right to accept or reject checks that do not bear this inscription.
- (f) You agree that Bank may at any time, in its sole discretion, refuse to accept deposits of checks from you by Mobile Check Deposit. In the event that Mobile Check Deposit is interrupted or is otherwise unavailable, you may deposit checks via ATM, in person or at Bank via night drop, U.S. mail, or other contractually acceptable method. If a Mobile Check Deposit is received and accepted by Bank before 6:00 pm (Eastern Standard Time) on a Business Day, Bank considers that the day of deposit. Mobile Check Deposits received after that time are deemed received on the next Business Day.
- (g) You are solely responsible for imaging deposit items and for maintaining your mobile device. You are responsible for the payment of all telecommunications expenses associated with using Mobile Check Deposit. Bank shall not be responsible for providing or servicing any mobile device.
- (h) You agree that you will only use Mobile Check Deposit to deposit checks drawn on financial institutions within the United States in U.S. dollars. You must deposit all other checks not meeting this description in person or at Bank via night drop, U.S. Mail, or other contractually acceptable method. You agree that each check you submit for deposit through Mobile Check Deposit will meet the image quality standards established in American National Standards

Institute's standard X9.37. Further, all checks deposited through Mobile Check Deposit will meet the definition of "check" under Regulation CC. In addition to the restrictions above, you agree that you will not deposit any of the following types of checks or other items through Mobile Check Deposit:

- (i) Payable to any person or entity, other than who owns the Account that the check is being deposited;
 - Containing an alteration, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
 - Payable jointly, unless deposited into an account in the name of all payees;
 - Dated more than six (6) months prior to the date of deposit or in the future; and
 - Drawn against a line of credit.
- (j) You understand and agree that all deposit items belong to you and not to Bank and that those items shall be handled in accordance with this Agreement. After receipt by Bank of any transmission by you of imaged items for deposit to your account, Bank will acknowledge by electronic means its receipt of such electronic transmission. Your electronic transmission is subject to proof and verification. You shall retain the original of all imaged items that have been deposited via Mobile Check Deposit for a reasonable period of time in order to verify settlement and credit or to balance Periodic Statements, but in no case beyond sixty (60) days from the date processed, and shall properly destroy and dispose of such original checks after such time. During the period that you maintain the original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks for purposes of presentment for deposit of these original checks (i.e. after the original checks have already been presented for deposit via Mobile Check Deposit) and (ii) unauthorized use of information derived from the original checks. When you destroy and dispose of the original checks pursuant to the requirements of this Agreement, you understand and agree that you must use a high degree of care when selecting and implementing destruction and disposal procedures. Among other things, these procedures must be designed to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed (e.g. through the use of competent shredding equipment.)
- (k) You are solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing Mobile Check Deposit. Bank shall not be liable in any manner for such risk unless Bank fails to follow the procedures described in this Agreement and in other materials provided to you regarding the use of Mobile Check Deposit. You assume exclusive responsibility for the consequences of any instructions you may give to Bank, for your failure to access Mobile Check Deposit properly and in a manner prescribed by Bank, or for your failure to supply accurate input information.
- (l) You shall not present, or attempt to present, or allow others, either directly or indirectly, to present, or attempt to present, for deposit by any means (i) any Substitute Check (as that term is defined in Federal Reserve Regulation CC, 12 C.F.R. Part 229) that has already been presented for deposit via any deposit service or (ii) any original check, the Substitute Check of which has already been presented for deposit via any deposit service. In the event that you, or any third party, presents, or attempts to present, a deposit in violation of this subsection you agree to defend, indemnify, and hold Bank and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such Substitute Check or original check. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by Bank from any other Bank account (in which you have an ownership interest, regardless of the source, unless prohibited by law) in its sole discretion. You further acknowledge that you, and not Bank, are responsible for the processing and handling of any original items which are imaged and deposited utilizing the Service and you assume all liability to the drawer of any item imaged using Mobile Check Deposit or liability arising from Bank's printing of any Substitute Check from those images.
- (m) You represent and warrant: (i) that you will comply with all federal and state laws, and rules and regulations applicable to Mobile Check Deposit transactions, including those of the National Automated Clearing House for ACH transactions; (ii) that all Checks imaged through Mobile Check Deposit are made payable to you; (iii) that all signatures on each check are authentic and authorized; and (iv) that each check has not been altered. In the event you breach any of these representations or warranties, you agree to defend, indemnify, and hold Bank and its agents harmless from and against all liability, damages, and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize Bank to charge your account (or any account in which you have an ownership interest, regardless of the source, unless prohibited by law) for the amount of any such demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.
- (n) The maximum aggregate deposit amount shall not exceed \$6,000 in any one (1) Business Day and \$25,000 in any thirty (30) consecutive day period. Some individuals may qualify for higher limits.

- (o) When Bank reviews and processes your electronic file, Bank may reject any electronic image that it determines to be ineligible for Mobile Check Deposit ("Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to Substitute Checks, and electronic images with unreadable MICR information. Bank will notify you of any Exception Items via US mail. You agree that if you wish to attempt to deposit any Exception Item to any account with Bank, you shall only do so by depositing the original item on which the Exception Item is based. You acknowledge and agree that even if Bank does not initially identify an electronic image as an Exception Item, the Substitute Check created by Bank may nevertheless be returned to Bank because the electronic image is deemed illegible by a paying bank.
- (p) Bank may restrict the use of Mobile Check Deposit at any time without notice. Therefore, you should not rely on its availability for your banking needs.

14. AVAILABILITY AND CUT-OFF TIMES.

- (a) The Services are generally available twenty-four (24) hours a day, seven (7) days a week. However, Bank only processes transactions and updates information on Business Days. There may be times when the Services will be unavailable due to routine system maintenance. This is usually done on the weekend at midnight or later but can change due to special circumstances. If the Services are unavailable for a prolonged period of time, Bank will post a notice on Bank's website stating the times the Services are expected to be unavailable. The Services may also be unavailable due to unforeseen circumstances, such as weather or disasters.
- (b) Bank's offices are located in Michigan and its Business Day is based on the Eastern Standard Time. For posting purposes, electronic transfers initiated before 6:00 PM (Eastern Standard Time) on a Business Day are posted to your Account that Business Day. Electronic transfers completed on or after 6:00 PM (Eastern Standard Time) on a Business Day, Saturday, Sunday or Bank holiday, will be processed on the next Business Day.

15. FEES AND CHARGES.

- (a) Consumer Accounts. Bank does not currently charge any fees for use of any of the Services for consumer accounts. There may be fees or charges for certain activities conducted through the Services, such as overdraft fees and stop payment fees. These fees and charges are described in the applicable Account Agreements, and you are responsible for all such fees and charges. There may also be fees and charges for services that can be accessed through the Services if you have executed an additional agreement. These fees and charges are described in the agreements for the additional services, and you are responsible for all such fees and charges. You are also responsible for telephone and Internet service fees and carrier charges you incur in connection with use of Mobile Banking. Bank reserves the right to amend this Agreement and impose fees for the Services after giving notice in accordance with this Agreement and any Applicable Law.
- (b) Business Accounts. There may be fees or charges for certain activities conducted through the Services, such as overdraft and stop payment fees. These fees and charges are described in the applicable Account Agreements, and you are responsible for all such fees and charges. There may also be fees and charges for services that can be accessed through the Services if you have executed an additional agreement. These fees and charges are described in the agreements for the additional services, and you are responsible for all such fees and charges. You are also responsible for telephone and Internet service fees and carrier charges you incur in connection with use of Mobile Banking. Bank reserves the right to amend this Agreement and impose fees for the Services after giving notice in accordance with this Agreement and any Applicable Law.

16. SECURITY PROCEDURES.

- (a) Bank will provide you with a temporary password to access Online Banking. For security purposes, you or a User must change the password upon the initial login to Online Banking, and when prompted. If the login ID is not used to access Online Banking to change your temporary password within thirty (30) days, authorization will deactivate and you will need to contact Bank to re-establish authorization to use Online Banking. Bank recommends a password that utilizes eight (8) to sixteen (16) upper and lower case alpha numeric characters for purposes of security. The password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down. The password is not communicated to Bank. Upon three (3) unsuccessful attempts to use the password, access to Online Banking will be revoked. Access to Online Banking may be re-established by: (i) requesting a new password online by responding to security questions; or (ii) contacting Bank to have the password reset or to obtain a new temporary password. The username and password is the same for Mobile Banking.

- (b) You accept responsibility for the confidentiality and security of the password and agree that the password will be changed regularly. Anyone to whom you or a User give the login ID and password will have **FULL** access to *all of* your Accounts that are linked to the login ID, including the ability to view transactions, check images, and move funds between your Accounts. You agree that the login ID and password will only be shared with Users and that any individual to whom you or a User provides the login ID and password is a User for purposes of this Online Banking Access Agreement. You agree that Bank is authorized to act on instructions received through Online Banking using the login ID and password. If you want to terminate a User's authority, you must ensure that the login ID and password are changed, and take any additional steps needed to prevent further access by such person. You agree to indemnify and hold Bank harmless for any and all acts of Users, including any individual who receives a login ID and password from you or another User.
- (c) You agree to protect the confidentiality of your Account(s) and Account number(s), and your personal identification information, such as your driver's license number or social security number. You understand that personal identification information by itself, or together with information related to your Account, may allow unauthorized access to your Account. Bank will **NEVER** send an email to ask for confidential information about you or your Accounts, or otherwise contact you to ask for the login ID or password. If you or a User is approached by anyone to provide the login ID and/or password, **DO NOT PROVIDE THIS INFORMATION**. It is your responsibility to ensure that each User is advised not to share the login ID and password. Contact Bank immediately, as you could be the victim of attempted fraud or identity theft. You or a User can contact Bank by calling 231-627-7111 or toll free at 888-627-7800.

The password and login ID are intended to provide security against unauthorized entry and access to your Accounts. 128-bit encryption is needed to access Online Banking. Data transferred via Online Banking is encrypted in an effort to provide transmission security and Online Banking utilizes identification technology to verify that the sender and receiver of Online Banking transmissions can be appropriately identified by each other. Notwithstanding Bank's efforts to ensure that the Online Banking system is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. Bank cannot and does not warrant that all data transfers utilizing Online Banking, or email transmitted to and from Bank, will not be monitored or read by others.

- (d) You confirm that any Mobile Device used to access Mobile Banking is owned by you or a User and that any communication from and to that Mobile Device is and shall be with your knowledge and consent. You agree to inform Bank within two (2) Business Days of any change in the Mobile Device number(s), loss or theft of a Mobile Device, the Mobile Device being outside of your or a User's control and/or any other change that may affect the provision of Mobile Banking.
- (e) In addition to the security procedures described above, Bank recommends that you perform periodic risk assessments and control evaluations related to online security procedures. You agree that the security procedures established by Bank provide a commercially reasonable degree of protection in light of your particular needs and circumstances.

17. LIMITS ON BANKING TRANSACTIONS.

- (a) You must have Available Funds in any deposit Account from which Bank is instructed to make a payment or transfer. There are no limits to the number of transfers or withdrawals from a checking Account. If a hold has been placed on deposits made to an Account from which Bank is instructed to transfer funds, the portion of the funds held cannot be transferred until the hold expires. The Services cannot be used to initiate transfers to or from a certificate of deposit. The Services may only be used to initiate an Online Bill Payment transaction from an Account that is a checking Account. You agree that a Bill Payment will not be initiated to a payee outside the United States. The Services can be used to request draws only from a loan Account that is a home equity line of credit, business line of credit, or First Reserve Line. The minimum amount for a draw request from a home equity line of credit or First Reserve Line is two hundred fifty dollars (\$250). You agree that neither you nor User shall request a draw that would exceed your available credit or credit limit.
- (b) Balances shown in your Account may include deposits and/or payments subject to verification by Bank. The balance may also differ from your records due to holds, deposits in progress, outstanding checks or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. In addition, there may be situations that cause a delay in an update of your balances. The Services will use the most current balance available at the time of a transaction to base Bank's approval of the transaction. For further questions, contact Bank by calling 231-627-7111 or toll free at 888-627-7800.
- (c) **Business Accounts and Consumer Loan Accounts Only:** Online Banking transactions are subject to any other limits set forth in an applicable Account Agreement.

18. RESTRICTIONS ON USE. You agree that neither you nor a User shall use the Services for any illegal, fraudulent, unauthorized or improper manner or purpose and the Services will only be used in compliance with all Applicable Laws, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that neither you nor any User will use the Services to transmit funds for the purchase of or disseminate for the following categories: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Bank or any third-party service provider involved in the provision of Online Banking; or (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Bank, any third-party service provider involved in providing Online Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of a service provider or any third party. In addition to the restrictions of above, You will not use Popmoney to support any pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes, are associated with purchase of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, are for the sale of items before the seller has control or possession of the item, constitute money-laundering or terrorist financing, are associated with "money service business" activities, or provide credit repair or debit settlement services. You will also not use Popmoney to make tax payments or court ordered payments.

19. DEPOSIT ACCOUNT STATEMENTS, ERRORS AND QUESTIONS.

- (a) You will receive monthly deposit Account statements, unless there are no transfers in a particular month, in which case you will receive your deposit Account statement at least quarterly. You will not receive a separate statement for the Services. Transfers to and from your deposit Accounts using the Services will appear on the respective Periodic Statements for your Accounts.
- (b) In case of errors or questions about your electronic fund transfers, contact Bank as soon as possible by (i) calling: (231) 627-7111 or toll free at (888) 627-7800 or (ii) writing to: Citizens National Bank, PO Box 10, Cheboygan, Michigan, 49721.
- (c) Notify Bank immediately if you think your deposit Account statement is wrong or if you need more information about a transaction listed on the statement. Bank must hear from you no later than sixty (60) days after the **FIRST** statement was sent or made available to you on which the problem or error first appeared. You must:
 - (i) Tell Bank your name and deposit Account number;
 - (ii) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
 - (iii) Tell Bank the dollar amount of the suspected error.

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

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

that Bank used in its investigation. If there is no error found, you will be obligated to reimburse Bank for any amount of credit issued to your Account.

20. YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS OR LOSS OR THEFT OF LOGIN ID OR PASSWORD - DEPOSIT ACCOUNTS ONLY. If you believe the login ID, password, any required authentication information or other means of access to the Services, has been lost or stolen or if you believe that an electronic funds transfer has been made without your permission, notify Bank at once at (231) 627-7111 or toll free at (888) 627-7800 or write to Bank at: Citizens National Bank, PO Box 10, Cheboygan, Michigan 49721. Immediately telephoning Bank is the best way to reduce possible losses. You could lose all the money in your deposit Accounts plus your maximum overdraft line of credit, if any.

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

(b) **Business Deposit Accounts Only:** You are liable for all transactions, including unauthorized transactions or payments, made with the login ID and password that occurred prior to the time you notify Bank that an unauthorized transaction or payment has taken place.

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

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

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

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

24. DISCLAIMER OF WARRANTIES. THE SERVICES, AND ALL OF THE OPTIONS AND FEATURES MADE AVAILABLE THROUGH THEM, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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

- (a) YOU AGREE THAT BANK WILL HAVE NO LIABILITY WHATSOEVER TO YOU, ANY USER OR ANY THIRD PARTY BECAUSE OF ACTS, OMISSIONS, OR POLICIES OF ANY GOVERNMENTAL AGENCY, FINANCIAL INSTITUTION OR OTHER PARTY THROUGH WHICH A FUNDS TRANSFER SUBJECT TO THE AGREEMENT IS EFFECTED (WHETHER OR NOT SELECTED BY US), INCLUDING THE FAILURE OF ANY SUCH INSTITUTION, AGENCY OR PARTY TO ACCOUNT FOR OR PAY OVER THE FUNDS TRANSFERRED.
 - (b) BANK WILL NOT BE LIABLE TO YOU OR ANY USER AND YOU AGREE TO INDEMNIFY AND HOLD BANK HARMLESS FROM ANY LIABILITY FOR BANK'S FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT BECAUSE OF LEGAL CONSTRAINT, INTERRUPTION OR FAILURE OF TRANSMISSION AND/OR COMMUNICATIONS FACILITIES, WAR (DECLARED OR NOT), EMERGENCIES, LABOR DISPUTES, FIRE, ACTS OF GOD, NATURAL DISASTERS OR ANY OTHER CIRCUMSTANCES BEYOND BANK'S CONTROL.
 - (c) IN NO EVENT WILL BANK BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES OR LOSSES, EVEN IF BANK IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT TO THE EXTENT REQUIRED BY LAW.
 - (d) IN NO EVENT WILL BANK BE LIABLE FOR ANY AMOUNT IN EXCESS OF \$50,000 (FIFTY THOUSAND DOLLARS).
 - (e) YOU ALSO AGREE TO INDEMNIFY AND HOLD BANK, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS AND ATTORNEYS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, COSTS, DAMAGES, LOSSES, LIABILITIES AND EXPENSES (INCLUDING THE PAYMENTS OF REASONABLE ATTORNEY'S AND PARALEGAL FEES AND OTHER COSTS) ARISING OUT OF OR IN CONNECTION WITH YOUR OR ANY USER'S INSTRUCTIONS, ACCESS TO OR USE OF ONLINE BANKING, BREACH OF THIS ONLINE BANKING ACCESS AGREEMENT, AND/OR VIOLATION OF ANY APPLICABLE LAW OR RIGHT OF A THIRD PARTY.
 - (f) ANY CLAIM RELATED TO THE SERVICES MUST BE INITIATED WITHIN ONE (1) YEAR OF THE DATE YOU KNEW, OR REASONABLY SHOULD HAVE KNOWN, OF THE EXISTENCE OF SUCH CLAIM AGAINST BANK.
- 26. EXPORT CONTROLS.** The Services and related programs, materials, tools, and technical data may be subject to U.S. export controls or the trade laws of other countries. You agree that you and all Users will comply with all export control regulations. You also acknowledge that you, not Bank, have the responsibility to obtain such licenses to export, re-export or import as may be required. You agree not to export or re-export to entities on the most current U.S. export exclusion lists or to any country subject to U.S. embargo or terrorist controls as specified in the U.S. export laws.
- 27. OVERDRAFTS (ORDER OF PAYMENTS, TRANSFERS, AND OTHER WITHDRAWALS).** **The Services show both Actual and Available Balances. Actual Balance is the amount in your accounts** If your deposit Account has insufficient funds to perform all electronic fund transfers requested for a given Business Day, then:
- (a) Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
 - (b) Electronic fund transfers initiated utilizing Online Banking which would result in an overdraft of your Account may, at Bank's discretion, be cancelled; and
 - (c) In the event the electronic fund transfers initiated utilizing the Services which would result in an overdraft of your Account are not cancelled, overdraft charges may be assessed pursuant to the terms of the applicable Account Agreement.
- 28. SIGNATURE REQUIREMENTS.** When the Services generates items to be charged to your Account, you agree that Bank may debit or credit the Account (as applicable) or the Account on which the item is drawn, without requiring a signature on the item and without any notice to you.
- 29. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES – CONSUMER ACCOUNTS ONLY.** Bank may disclose information to third parties about your Account(s) and/or the transaction(s) if at least one (1) of the following applies:
- (a) It is necessary to complete a transaction.
 - (b) To verify the existence and condition of your Account(s) to a third party such as a credit bureau or merchant.
 - (c) To comply with a governmental agency or court order.
 - (d) If you or another Account owner gives Bank permission.
 - (e) To collect information for internal use, the use of Bank service providers, servicing agents, or contractors concerning Bank's electronic funds transfer service.

- (f) It involves a claim by or against Bank concerning your Account.
- (g) A User requests the information or accessed it through Online Banking or another Service.
- (h) Where otherwise required or permitted under Applicable Law.

30. INFORMATION AUTHORIZATION.

- (a) You or a User may not be able to access the Services if Bank cannot verify identity or other necessary information. In order to verify ownership of the Accounts, Bank may issue offsetting debits and credits to the Accounts, and require confirmation. You authorize Bank to obtain financial information regarding your Account from a payee or your financial institution (for example, to resolve payment posting problems or for verification).
- (b) **Consumer Accounts Only:** You agree that Bank may obtain a credit report for you at any time during the term of this Agreement.

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

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

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

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

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

36. AMENDMENTS, CANCELLATION AND TERMINATION OF SERVICES.

- (a) Bank may amend this Agreement at any time, in its sole discretion. If required by an Applicable Law, Bank will provide you with advance notice of the amendment in accordance with that Applicable Law. If Applicable Law does not require advance notice, Bank will notify you of the amendment as soon as reasonably practicable. Use of the Services after the effective date of the amendment indicates your acceptance of the terms of the Agreement, as amended. Bank reserves the right to waive, reduce or reverse charges or fees in individual situations.
- (b) Bank may terminate the Agreement and/or cancel or suspend Online Banking or Mobile Banking access, in whole or in part. Bank will do so in accordance with Applicable Law.
- (c) You may cancel Online Banking, Mobile Banking, or any Service at any time by: (i) contacting Bank by phone at (231) 627-7111 or toll free at (888) 627-7800; (ii) or un-enrolling in Online Banking; or (iii) write to Bank at: Citizens National Bank, PO Box 10, Cheboygan, Michigan 49721. If you cancel, Bank will terminate access to the Services, as applicable.
- (d) If an Account is closed for any reason, accessibility to that Account will automatically terminate. Additionally, if Online Banking or Mobile Banking is not used for any consecutive six (6) month period, Bank may deactivate Online Banking or Mobile Banking access as applicable. You will remain responsible for all transactions approved by Online Banking or Mobile Banking prior to the termination and/or cancellation of this Agreement and/or Online Banking, and for any fees associated with Online Banking, Mobile Banking, or Services accessed through either. To reinstate Online Banking or Mobile Banking, you will need to re-enroll for Online Banking or Mobile Banking as appropriate.

37. NOTICES AND CONTACT CHANGES.

- (a) Any legally required notice or other communication delivered by regular postal mail will be addressed and delivered to you at the address on file with Bank. If permitted by Applicable Law, Bank may provide other notices via electronic mail or through the Online Banking or Mobile Banking system. You are responsible for notifying Bank of any change in physical, mailing, or e-mail address. Notices to Bank shall be delivered to: Citizens National Bank, PO Box 10, Cheboygan, Michigan 49721; or sent to Bank through the messaging feature of the Online Banking system; or for Users of the Mobile Banking Application, sent through the messaging feature of the Mobile Banking Application.
- (b) You agree to provide Bank with complete and current contact information. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made by (i) phoning Bank at (231) 627-7111 or toll free at (888) 627-7800; (ii) by writing to: Citizens National Bank, PO Box 10, Cheboygan, Michigan 49721; or (iii) updating your information within the Online Banking or Mobile Banking system. Bank is not responsible for any payment processing errors or fees incurred if you do not provide complete and accurate Account or contact information.

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

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

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

41. SURVIVAL. 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.

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

43. HEADINGS. The headings of sections are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

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

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

Federal E-SIGN Act Disclosure and Consent

We are pleased to offer you the opportunity to receive information about your account electronically. If you would like to receive correspondence from us via email, instead of paper copies through the mail, please review this notice and provide your consent. This notice applies to all documents, notices and disclosures that we provide to you relating to the service for which you are applying, except as otherwise prohibited by law.

Please read this Federal Electronic Signatures in Global and National Commerce Act (“E-SIGN”) Disclosure and Consent carefully and print a copy for your records. You can record your consent to the E-SIGN disclosure by placing a check mark in the box on the webpage. By checking the box on the webpage, you consent to the electronic delivery of any disclosures, agreements, change notices, changes to the terms and conditions of your account and any other documents or notices (together, the “Documents”) that we provide to you relating to your account. You have the right to request a paper copy of disclosures; we will not provide you with paper (non-electronic) copies of any Documents unless specifically requested by you. You may incur a fee for paper copies. Please contact us for more information about the fee.

Electronic Delivery of Disclosures and Notices

To use the Online Banking External Transfer product and to access, receive and retain the Documents, you must provide, at your own expense, an Internet connected device that is compatible with this financial institution’s Online Banking External Transfer product deployed at the time of access. Your device must meet the minimum requirements outlined below. You confirm that your device will meet these specifications and requirements and will permit you to access, view, and retain the Documents electronically each time you access and use the Online Banking External Transfer product.

Please click on the links to review the account opening disclosures and other documents prior to continuing. To keep a copy of any document that you view online, you may print the document by selecting “Download.” Select your printer and click on OK or select Save to retain a copy on your PC. You should not sign up for online account opening using a public computer.

If you do not want to receive the Documents electronically, you should exit this area of our website. **If you do not consent to receiving the Documents electronically, you will not be able to use the service.**

System Requirements to Access Information

To receive an electronic copy of the Documents you must have the following equipment and software:

- A personal computer or other device that is capable of accessing the Internet. Your access to this page verifies that your system/device meets these requirements.
- An Internet web browser capable of supporting 128-bit SSL encrypted communications, which requires a minimum web browser version of Microsoft® Internet Explorer version 10.0 (available for downloading at <https://support.microsoft.com/en-us/help/17621/internet-explorer-downloads>) and your system or device must have 128-bit SSL encryption software. Your access to this page verifies that your browser and encryption software/device meets these requirements.
- You must have software that enables you to receive and access Portable Document Format or “PDF” files, such as Adobe Acrobat Reader® version 8.0 and above (available for downloading at <http://www.adobe.com/products/acrobat/readstep2.html>). Your access to this page verifies that your system/device has the necessary software to permit you to receive and access PDF files.

Withdrawal of Electronic Acceptance of Disclosures and Notices

You may withdraw your consent to receive statements in electronic form for any of your accounts by contacting us using the contact information located on our website. We may treat your provision of an invalid email address or the subsequent malfunction of a previously valid address or cancellation of participation in our online banking product as a withdrawal of your consent to receive electronic statements. We may impose a fee to process the withdrawal of your consent to receive electronic statements. Any withdrawal of your consent to receive electronic statements will be effective only after we have

a reasonable period of time to process your withdrawal.

How to Update Your Records

It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this Disclosure and your account(s), and to maintain and update promptly any changes in this information. You can update such information (such as your e-mail address) by contacting us using the contact information on our website.