

**ANN ARBOR STATE BANK**  
**ONLINE SERVICES AGREEMENT AND DISCLOSURE**

This Online Services Agreement and Disclosure (the "Agreement") is entered into between Ann Arbor State Bank (the "Bank") and each Customer of the Bank who uses any of the Bank's online banking services (the "Online Services"). This Agreement contains the terms and conditions governing the online services. The Customer and Authorized Users are referred to in this Agreement as "you" or "your". The Bank is referred to in this Agreement as "Bank", "we", "us", and/or "our". If you use the Online Services or permit Authorized Users to use Online Services on your behalf or for themselves, you agree to the terms and conditions stated in this Agreement.

**Your Consent to this Agreement:**

**Your use of any Online Service constitutes your consent to the terms of this Agreement, and your agreement to the terms contained in this Agreement. We may amend this Agreement from time to time. Your use of any of the Online Services after any amendment by us to this Agreement constitutes your consent to the terms of this Agreement as amended. When you signed up for Online Services, you were required to agree to the terms of this Agreement. We may require that you visit a branch in person to sign, acknowledge and/or accept this Agreement in person. You are deemed to have read this Agreement, understand its terms and agree to the terms of this Agreement when you enroll in Online Services, Bill Pay and/or initiate your first transaction using the Online Services, including the Indemnification provisions set forth in Section 2.6(a) and Section 4.15. You acknowledge and agree that your Indemnification of us under the previously identified Sections of this Agreement is a material covenant of this Agreement.**

Capitalized terms used in this Agreement are defined as follows:

- a. "Account(s)" means a demand deposit (checking), savings or other account that you have with us that may be accessible by using the Online Services.
- b. "Account Agreements" mean the Account Agreement that governs each deposit and transaction account that you have with us, as the same may be amended from time to time.
- c. "Agreement" means this Online Services Agreement and Disclosure, and any addenda, exhibits or schedules attached to this Agreement or incorporated by reference, as amended or replaced from time to time. This Agreement also incorporates into it the terms of such other agreement for specific online services for which you may have enrolled, including without limitation the **e-Statement Agreement** and the **Bank-to-Bank Transfer Service Agreement**.
- d. "Authorized User" means you, or any person that you grant access to your accounts with us.
- e. "Bank", "us", "we", "our" mean Ann Arbor State Bank.
- f. "Bill Pay" or "Bill Payment" means a specific service that is included in the Online Services. Bill Payment is a service that permits you to access your checking Account and initiate and authorize payments to payees that you have selected. Services included in Bill Pay are Person to Person (P2P) payments, eBill, consumer or business purpose electronic bill payment, and other online bill payment services that we make available to you.
- g. "Business Day" for the purposes of this Agreement means Monday through Friday, and excluding Saturday, Sunday and federal banking holidays. "Holidays" also includes those days where we are open for business, but the Federal Reserve System is not processing wires, checks or payments.

- h. “Device” means a computer, mobile phone or smart phone (such as an iPhone or an Android-based mobile phone), tablet computer, or other electronic device that connects a user to the Internet in any manner, including through a computer network, mobile data network or other mobile telephone network. Any Device must be approved for use by us.
- i. “EFTA” means the federal Electronic Funds Transfer Act, when and as amended from time to time.
- j. “Fee Schedule” means the schedule of fees for Online Services, including fees for the Remote Deposit service. The Fee Schedule for Online Services may be combined by the Bank with other schedules of fees for Bank services. The Fee Schedule may be amended by the Bank from time to time.
- k. “Internet” means the electronic communications network that connects computer networks and organizational computer facilities around the world, and is also known as the “World Wide Web”.
- l. “Internet Service Provider” means an entity that provides you with access to the Internet, such as a cable company or mobile phone service provider.
- m. “Online Service(s)” or “Services” means banking services we offer for your Accounts using a Device and/or Software. Online Services may include Bill Pay, Person to Person Payment, Remote Deposit, cash transfers from and to your Accounts, balance inquiries, text messages, Account alerts, etc. Online Services or Services also includes services obtained under the **e-Statement Agreement** and the **Bank-to-Bank Transfer Service Agreement**.
- n. Person to Person Payment or (P2P) means a Bill Pay service that permits your authorized payee to submit information to us to receive a payment through Bill Pay. The Person to Person Payment service is included in Bill Pay and Online Services.
- o. “Qualified Items” means those items that may be processed as a Remote Deposit, which are domestic/U.S. checks, money orders, government checks, postal money orders and other items that may be permitted by the Bank. Cash, foreign checks (including checks originating in Canada) and other items prohibited by the Bank may not be processed as Remote Deposits.
- p. “Regulation E” or “Reg E” means the federal regulations that implement the provisions of the EFTA.
- q. “Remote Deposit” means the Online Service that permits you transmit the image of a Qualified Item that is compliant with the Check 21 Act (12 U.S.C. 5001, et. seq.) to us using the Internet, a Device and Software for deposit to your Account.
- r. “Security Procedures” means the physical, electronic, computer, internet and other information, data and other security and confidentiality procedures and requirements that we establish from time to time with respect to the Online Services. The Security Procedures may include without limitation any of the following:
  - o Password protection and security, including length, style, alpha-numeric characters and frequency of password changes;
  - o Transmission and data encryption;
  - o Protection and confidentiality of login credentials;
  - o Anti-virus software;

- o Security Tools means those procedures and services offered by us to assist you in protecting against unauthorized and/or fraudulent transfers. Various Security Tools offered by us are described below.
- s. "Software" means any software used by a Device that permits you to access the Internet, or our website, and to access and use the Online Services. Software includes without limitation computer operating systems provided by Microsoft or Apple Computer, and mobile applications for use on Android, Apple or Blackberry mobile telephones (so-called "Mobile Apps"). Software also includes supported those web browsers that are supported by our Services.

## 1. SCOPE OF AGREEMENT

### 1.1 Other Accounts, Loan Agreements and Services.

This Agreement governs online access to your Accounts with the Bank, and your use of the Online Services. The terms and conditions set forth herein are in addition to, and do not cancel or supersede, any other agreements or signature cards governing your deposits, loans or other business relationships with the Bank, including without limitation the Account Agreements. All of the terms, conditions, agreements, representations, schedules, disclosures, and fees set forth in or associated with such other agreements and signature cards remain in full force and effect. Only Authorized Users are permitted to use the Online Services. **You are cautioned to not share your User ID or login credentials.** If you permit or allow any other person to have access to the Account and Online Services who is not authorized under your other agreements with us, then these individuals are not considered Authorized Users of the Online Services and we shall have no liability for any losses suffered by you relating to the use of the Online Services by these unauthorized persons.

### 1.2 Instructions and Fee Schedules

Any instructions we may issue for the use of Online Services (collectively, "Instructions"), including any End User License Agreements contained in Software, and any Fee Schedule we may issue are a part of this Agreement and are incorporated herein by reference. From time to time, we may post Instructions on our Online Banking Information Page.

A Fee Schedule for Online Services are listed at the end of this Agreement, and are subject to change. Other fees may apply for specific Services. The fees and service charges provided for in your deposit, line of credit, loan, and other agreements with us, as described in your Account Agreements may apply to our Online Services.

If you enroll in the Services and don't use them, you will be charged an inactivity fee. The current inactivity fee is **\$5.95/month**. "Inactivity" means failure to initiate any payment transactions using the Service in a rolling 12 month period. The inactivity fee is subject to change at any time.

Subject to any applicable notice requirements imposed by the Electronic Fund Transfer Act ("EFTA") and Regulation E ("Reg. E"), the Bank may change or add any fees, modify the Instructions for the Online Service, or otherwise amend this Agreement in whole or in part at any time without prior notice to you.

You may obtain information about our Online Services at our following websites (website locations are subject to change):

- Consumer Online Services: <https://www.a2sb.com/personal/services/>
- Business Online Services: <https://www.a2sb.com/business/services/new-business-bill-pay/>
- Person 2 Person Payment Services: <https://www.a2sb.com/personal/services/#Tab4>

### 1.3 Termination

We may terminate your use of Online Services at any time for any or no reason, without notice to you. We may stop offering any of the Online Services at any time, without notice to you. For example, we may terminate your use of Online Services (including without limitation Remote Deposit) due to inactivity or excessive, inappropriate or unlawful usage.

You may terminate your use of any of the Online Services at any time. Your termination will not affect any liability or obligation that you have incurred using the Online Services prior to termination of your use, including any fees you have incurred as a result of using any of the Services.

Upon termination, we reserve the right to make no further transfers or payments from your Account(s), including payments or transfers you have previously authorized. If you terminate your use of the Online Services, you authorize us to continue making transfers you have previously authorized until such time as you cancel the requested or scheduled transfers or payments. If you terminate your use of an Online Service, it may cancel your previously scheduled transfers or payments.

## 2. DESCRIPTION OF AND LIMITATIONS OF OUR ONLINE SERVICES

### 2.1 A General Description of Online Services.

In general, our Online Services enable you to:

- search transaction histories and obtain balance information on Accounts with us which may include checking, NOW, savings, money market savings, certificates of deposit, loans, lines of credit and safety deposit boxes;
- transfer funds between your transaction accounts with us;
- make payments on your loan accounts with us;
- make charitable contributions and gifts to third parties;
- deposit Qualified Items into your Account using Remote Deposit;
- communicate with our staff through a secure message facility;
- eBill (electronic bill presentment services);
- Bank-to Bank Transfers (included under the **Bank-to-Bank Transfer Agreement**, which is incorporated into the terms of this Agreement);
- electronic versions of your Account statements (included under the **e-Statement Agreement**, which is incorporated into the terms of this Agreement);
- establish reminders and Account alerts.

Our Bill Pay service enables you to:

- electronically request one-time or recurring payments to be made from your primary checking Account to nearly any person, organization or company in or doing business in the United States;

- make Person to Person (P2P) payments;
- view pending payments and payment history.

This list is not exhaustive. We may offer additional or different Online Services in the future, all of which will be governed by this Agreement (to the extent such services are not governed by another agreement that you have with the us as described below).

Not all services are available to you using particular Software or using a particular Device. Please review the features of the Software you are using understand what Online Services are available to you.

## **2.2 Types of Transfers and Limitations.**

You can make internal transfers of funds from one Account with us to another held by us, such as a transfer from a savings account to a checking account. Transfers may be limited in amount as provided in our agreements with you governing these services or in accordance with our policies. In addition, your ability to transfer funds between certain accounts is limited by federal law, as stated in your Account Agreement with us. For example, you can make no more than six (6) transfers from a savings or money market account during each statement period. Transfers made using both the Online Service and other transfer methods described in the Account Agreements are counted against the permissible number of transfers. We reserve the right to further limit the frequency and dollar amount of transactions from your Accounts for any reason, including security or credit reasons.

We may limit the amount of outgoing transactions in your Account. For consumer accounts, you may transfer up to \$25,000.00 out of your Account using the Service in the aggregate during any one business day. For business/commercial accounts, you may transfer up to \$250,000.00 out of your Account using the Service in the aggregate during any one business day. All transaction limits are subject to adjustment by us at any time, either on an Account basis or an overall Service basis.

## **2.3 Overdrafts and Insufficient Funds**

It is your responsibility to ensure that you have enough money or credit available in an Account from which you instruct us to make transfers or payments using Online Services, including Bill Pay. For example if funds are withdrawn from any of your Accounts by means of electronic fund transfers, and if the Account balance has insufficient funds for the electronic fund transfer and an Online Service transfer or another transfer initiated by you or an authorized party to be made (through Bill Pay, for example), then transfers from your Account will be made by us in an order determined by us, at our sole discretion. You are obligated to provide sufficient funds in your Account for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree to reimburse us upon our demand, and you further agree that we may reverse the transaction or offset the shortage with funds from any other Account you have with us. You are always obligated to have sufficient funds in your Account.

If you instruct us to make a payment and you do not have a sufficient balance in the Account from which you are making the payment (including available credit under any overdraft line), we may refuse to complete the transaction. We may do this even if there are sufficient funds in other accounts that you may have with us.

If we do not make a payment, or if we reverse a payment because of insufficient funds, we are not required to make any further attempt to process the payment or to notify you that the payment has not been completed. However, our systems will usually attempt to process the transaction for up to five business (5) days, but the amount of time may be shorter. The transaction will be cancelled by our system without further notice to you if we are unable to complete the transaction after additional attempts

are made. You may be liable for a non-sufficient funds fee under the terms governing the Account. You may also continue to be liable to your payee for the amount of the payment due, plus interest and other charges imposed by the payee.

## **2.4 The Bill Payment Service.**

### **a. Description of Services.**

The Bill Payment Service that we offer ("Bill Pay") is an optional electronic payment system that permits you to initiate and authorize payments from your checking account(s) to payees, which you have selected in advance, to receive payments by means of this service (a "payee" is a person, organization or business you are paying). To participate in Bill Pay you must be a customer in good standing and have a checking account (regular or NOW) with us. You must have access to, and be authorized to use, our Online Services. Participation in Bill Pay is voluntary, and may incur service charges imposed by us as set forth in the Fee Schedule.

You may make payments to any bank, credit union, individual, business, merchant or professional with a U.S. payment address. You may use Bill Pay on a transaction-by-transaction basis, on a recurring and scheduled basis, or a combination of both. For example, you may use Bill Pay to automatically initiate your mortgage payments on the 1<sup>st</sup> day of each month. Our Bill Pay system may contain limitations in the manner and types of bills that you can pay using Bill Pay.

We may refuse to process any payment to a payee at our discretion. If we do so, we will notify you.

You may elect to have an electronic version of a monthly bill sent to your Account for payment using the eBill and Online Service. You will need to register with the payee to obtain your billing statement and use the Service. You may need to provide payee account information into our system in order to register with the payee. Once you have successfully registered with a payee for eBill, your monthly statement will be delivered to your Account for payment. You may initiate a one time monthly payment, or schedule recurring payments for these bills.

The above description of the Services offered by us is not exhaustive; we may offer other online banking services that are included in the definition of Online Services or Services.

### **b. Limitations.**

We reserve the right to institute limitations upon daily or transaction-based maximum dollar amounts on request for payments to third parties using Bill Bay, specific to your Account or for the service in general.

### **c. Electronic Payments and Checks.**

Payment through Bill Pay may be made electronically if the payee is eligible to receive electronic payments. Otherwise, a paper check will be issued for payment against your Account by us or our vendor providing the Online Service to us and forwarded to the payee. Electronic payments will generally reach the payee's account within three to five Business Days after the date you have selected to deliver the payment to the payee. Payments made by check will generally reach the payee within five to seven Business Days after the date you have selected for the payment to be made, but payments by check are subject to delays for mailing and delivery. If you wish to have a payment received by the payee by a certain date, you should schedule the payment for delivery keeping these time frames in mind. It is your responsibility to schedule payments sufficiently in advance to make sure that the payment arrives by the date you desire, and to check with the payee to make sure that the payment was delivered. We are not responsible for any late fees additional interest or other charges that you may incur because a payment that you scheduled using Bill Pay is late. We are not responsible for the timely delivery of postal mail or the improper transmission or handling of payments by a third party such as failure of the payee to properly post a payment to your account. We are not responsible for monitoring payments made through Bill Pay.

Our systems may provide you with an estimated arrival date for your payment. This estimate is provided as a courtesy to you, and the actual delivery time may be later than the estimate. We cannot guarantee when your payee will receive your payment or credit your account with the payee.

**d. Processing Times for Bill Pay.**

We have cutoff times for processing payments made with Bill Pay. As of the date of this Agreement, requested payments through Bill Pay will be processed on Business Days at 8 a.m. EST and at 3:00 p.m. EST. Therefore, requests for payments made after 8 a.m. EST but before 3 p.m. EST on Business Day will be processed at or after 3 p.m. EST that day. Requests for payments made after 3 p.m. EST on a Business Day, or on a non-Business Day, will be processed the next Business Day at or after 8 a.m. EST. Recurring bill payments scheduled by you that fall on non-Business Days will be processed on the Business Day immediately preceding such non-Business Day. These cutoff and processing times may change without notice.

**i. Scheduling a Payment.**

You must designate the Account from which the payments are to be made. You may select to make a single payment or recurring payments.

- Single Payments – A single payment will be processed in accordance with our processing and cutoff times.
- Recurring Payments – When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date, the processing will occur on the first business day prior to the calculated processing date. Note: If your frequency settings for a recurring payment specify the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> as a particular day of the month for processing and that day does not exist in the month, then the payment will be processed on the last business day of that month. All payments are subject to our processing and cutoff times.
- Rush Payments - under certain circumstances, you may request a rush delivery for a payment. Rush delivery is subject to additional fees. Rush delivery may be made by check (using the mail) or electronically. Rush delivery for checks may not be sent to a P.O. Box. Rush delivery will deliver the payment by the date you specify in our system, and fees for rush delivery will be disclosed to you in the Online Services processing screens. If the payment is not delivered by that date, you may contact us for a refund of the fee you were charged for rush delivery (please note that rush delivery fees are not refunded for incorrect addresses or other incorrect information you provide). Delivery of your payment by a certain date using rush delivery does not mean that the payee will process or credit your payment promptly, and there may be delays in processing your payment by the payee.

**ii. How Far in Advance to Schedule a Payment.**

You will be responsible for giving any order to us to make a payment from your Account in sufficient time for the order to be processed by the bill payment processor and the payment to be sent so that it is received by the payee by the date it is due. In some instances, a payee is not eligible to receive electronic payments, and therefore a paper check is prepared and mailed to the payee. If the payment is to be paid by paper check, the check will be printed on the same day the payment is submitted if it is entered before 3:00 p.m. Eastern Standard Time. The check would then be mailed the following business day. The system will calculate the estimated arrival date of your payment. This is only an estimate, so please allow approximately 5 to 10 business days for a check payment to reach the payee. If the payment is to be paid electronically, allow 2 to 3 business days from when the payment is submitted (payment date) to

reach the payee. You understand and agree that we are not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party such as the failure of the bill payment payee to properly post a payment to your account.

**e. Payees.**

Our Bill Pay system allows you to pay a person, pay a company or pay a bank or credit union located in the United States.

**i. Paying a Person.**

- You have three options to pay a person within Bill Pay:
  - The Bill Pay system will mail a check to the payee.
  - You may enter the payee's routing and account number in the Bill Pay system, and the funds will automatically be deposited into the payee's account.
  - Person to Person (P2P) Payment (by email or cell phone text). You may pay a person by allowing the person to enter his/her own banking information. This would require the use of a "keyword" and a one-time system generated code the first time you are paying that person. An additional fee of **\$1.00** per transfer will be charged for this payment option. You must know the email address or confirmed cellular telephone number for the person you are paying in order to use this payment method. You will create a "keyword" that will be provided to you and the payee. The payee will use this keyword to confirm the payment and access the system to obtain the payment. The payee must complete the process within 9 business days (or such other time period as may be adopted from time to time), otherwise the payment will be cancelled.

**ii. Paying a Company**

- You will be asked the following information to be able to pay a company:
  - Payee Name
  - Account Number to be paid (typically on your statement)
  - Phone Number of the company
  - Zip Code of the company

**iii. Paying a Bank or Credit Union**

- You have the ability to pay a bank or credit union loan or credit card. An additional fee of **\$1.00** per payment will be charged for this payment option.

**f. Modification or Cancellation of Payments.**

You may cancel or modify a recurring or non-recurring bill payment that you have scheduled. A bill payment scheduled using the Online Services may be changed or cancelled at any time prior to 8:00 a.m. on the processing date.

**2.5 Hardware and System Requirements**

In order to use the Online Services, you must have an Internet Service Provider, a Device, and the Software. You are responsible for the acquisition, installation, maintenance, security for and operation of your Device and the Software. You are



responsible for obtaining and contracting with your Internet Service Provider or for obtaining a data plan for your Device, and additional fees may apply.

Please make sure that you are using a supported web browser.

## **2.6 User ID and Security.**

You will create a User ID in order to use the Online Services. You must have a valid and working email account at all times to use the Services. If your email addresses changes, you must update our system and notify us immediately. You are responsible for ensuring that emails and notifications from us are accepted into your email inbox.

For your first use of Online Services through our website you will be provided a temporary password. The Bank may require that you access the Services by use of a particular Device, such as a computer with a supported web-browser, in order to obtain your temporary password, validated your initial access to the Online Services, or to make changes to your online banking profile with the Bank.

You will be required to change the temporary password upon your first entry into the system, and you may be required to change your password from time to time thereafter. The Bank may require certain characteristics for a password, including requiring the use of special characters (such as \$,% or \*), a minimum and maximum number of characters, limitations on the use of previous passwords, etc. **YOU ARE RESPONSIBLE FOR KEEPING YOUR USER ID, PASSWORD AND ACCOUNT DATA CONFIDENTIAL. WE RECOMMEND THE USE OF STRONG PASSWORDS OF AT LEAST 8 CHARACTERS (UP TO 25 CHARACTERS), AND WHICH INCLUDE LETTERS, NUMBERS AND SPECIAL CHARACTERS.**

You will need your User ID and Password ("login credentials") to gain access to Online Banking. Use of your login credentials is the agreed security procedure between you and the Bank. You should keep your login credentials confidential in order to prevent unauthorized use of Online Services. Anyone to whom you give or disclose your login credentials, either deliberately or inadvertently, will have access to your Accounts and may authorize transfers of money from your Accounts to other parties. You are responsible for all transactions against your Account(s) made using Online Services, including any transactions that may be unintentionally or inadvertently authorized or made, and any losses, charges, or penalties incurred as a result. You are responsible for all transactions made using your login credentials if you provide your login credentials to a third party.

Mobile Apps may also require that you use login credentials.

We reserve the right to deactivate any User ID for any reason at any time, including any User ID that has been "inactive" for a period of six (6) months or more. If your User ID has been deactivated, you will be required to go through the registration process again to restore access to Online Services. You may not receive advance notice of User ID deactivation. If you are deactivated, all recurring payments under Bill Pay will be cancelled.

**2.6(a) Security Tools and Indemnification.** We offer you several security tools and procedures ("Security Tools") to help protect your Account from unauthorized transactions. These Security Tools include, but aren't limited to:

- ACH Debit Block (where you block ACH debits for a particular Account);
- Positive Pay (where you affirmatively approve all items that are submitted to your account for payment);
- Dual authorization (where you require two approvals to initiate and send wire and ACH transactions from your Account).

**We strongly recommend that you use the Security Tools we offer for your Account.** These Security Tools are intended to help protect you and your Account against losses arising from fraudulent, unauthorized or other improper transactions. Use of

the Security Tools can assist you in detecting errors in the transmission and processing of transactions in your Account. If you choose not to use any of the Security Tools we offer or fail to use them in accordance with instructions, you may suffer a loss that would otherwise be preventable. You agree that the Security Tools are procedures we have established that are “security procedures” defined in Section 4A-201 of the Uniform Commercial Code as adopted in Michigan, and that the Security Tools are reasonable .

We may offer additional Security Tools for your Account from time to time.

**You hereby agree to indemnify us and hold us harmless against any monetary losses, including reasonable attorneys fees, you may suffer arising from or related to your election to forego or waive the use of the Security Tools we offer, or your improper use of the Security Tools. Your signature upon this Agreement is your acknowledgment of the provisions of this section of this Agreement. We may ask you deliver to us a signed Waiver of your voluntary decision to forego the use of the Security Tools.**

#### 2.6(b) Authorized Users/Dual Signatures.

You may be allowed to permit others to have access to your online account. You are responsible for providing additional Authorized Users with usernames and passwords for the Services. Authorized Users will have the ability to initiate transactions within your Accounts. Authorized Users are not administrators of your Account, and only Account administrators may grant Authorized User access. You agree to monitor your Accounts daily to verify that no unauthorized or inappropriate transactions are initiated by Authorized Users. You agree that all Authorized Users have authority to access your Account and initiate transactions within your Account.

You may also require at least two users to approve certain transactions in your Account. You may find this feature under your Company Profile (for business accounts).

#### **2.7 Reporting Unauthorized Transaction or Theft or Loss of User IDs**

If you believe that an unauthorized transaction has been or may be made from your Account, or that an unauthorized person may have access to your login credentials, alert the Bank immediately by calling us at (734) 761-1475, emailing us at [banker@a2sb.com](mailto:banker@a2sb.com) or writing us at: Ann Arbor State Bank, 125 W William St, Ann Arbor MI 48104. You may have other obligations for notifying us of any unauthorized transfers or transactions in your Account under Regulation E.

#### **2.8 No Signature Required**

When using Online Services, you agree that the Bank, without prior notice to you, may execute transfers between Accounts or payments against loans as instructed by you using Online Services, without securing your physical signature by hand or by legally acceptable form of electronic signature.

When using Bill Pay, you agree that the Bank, without prior notice to you, may debit your Account upon which the payment item was drawn to pay checks that you have not signed by hand or by legally acceptable form of electronic signature.

#### **2.9 DISCLAIMER OF WARRANTIES**

THE SERVICES AND THE SOFTWARE ARE PROVIDED TO YOU “AS IS”. WE MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES OR THE SOFTWARE, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR APPLICATION, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER. YOU ASSUME THE RISK OF USING THE ONLINE SERVICES, INCLUDING THE RISK OF DAMAGE TO YOUR

DEVICE, FEES FOR DATA USAGE, LIABILITIES ARISING FROM UNAUTHORIZED USE OF THE ONLINE SERVICES, ETC.

WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY, OR PERFORMANCE OF ANY BANK DEVELOPED, BANK LICENSED OR THIRD PARTY SOFTWARE THAT MAY BE USED OR REQUIRED IN CONNECTION WITH ONLINE SERVICES (E.G. QUICKEN, MICROSOFT MONEY, OR BANK BRANDED MOBILE BANKING APPLICATIONS).

WE DO NO WARRANT THAT THE ONLINE SERVICES WILL BE AVAILABLE AT ALL TIMES. SERVICE OUTAGES MAY OCCUR.

### **3.0 RESPONSIBILITY OF PARTIES**

#### **3.1 Confidentiality and Access to Online Services**

We shall exercise due care in seeking to preserve the confidentiality of your login credentials and to prevent unauthorized access to the Online Services. It is understood and agreed that implementation by us of our normal procedures for maintaining the confidentiality of information relating to our customers (including the Security Procedures) and preventing unauthorized transactions shall constitute the fulfillment of our obligation to exercise due care.

We shall not be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by you by reason or in consequence of any unauthorized person gaining access to or otherwise making use of your Accounts through the Online Services if (i) we have fulfilled our obligation of due care, or (ii) the loss or damage could have been avoided had you promptly notified us when you received knowledge or notice of an unauthorized transaction or other breach of security, or (iii) the unauthorized transaction was a transfer of funds to an account owned by you or by any person or entity which controls, is controlled by, or is under common control with you. You assume full responsibility for the consequences of any misuse or unauthorized use of or access to the Online Services or disclosure of any of your confidential information or instructions by your employees, agents or other third parties. If we become aware of any unauthorized access to your Accounts, we will advise you as promptly as is practical under the circumstances.

#### **3.2 Hardware and Software Malfunctions**

The risk of error, failure, incompatibility or nonperformance of your Device is your risk and includes the risk that you do not operate your Device or your Software correctly. We are not responsible for any errors or failures from any malfunction of your Device or Software. We have no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your Device or Software.

The Bank is not responsible for nor shall have any liability for any loss or damage, direct or consequential, from electronic viruses, worms, trojans, keystroke loggers, spyware or any other "malware" that you may encounter on any Device using an Internet Service Provider. WE STRONGLY ENCOURAGE YOU TO INSTALL, PROPERLY USE, AND KEEP UP-TO-DATE ANTI-VIRUS, ANTI-SPAM, ANTI-SPYWARE AND FIREWALL SOFTWARE AND/OR HARDWARE PRODUCTS FROM RELIABLE, REPUTABLE PROVIDERS TO PROTECT YOUR DEVICE'S ONLINE SECURITY. WE ALSO RECOMMEND THAT YOU PROCEED WITH CAUTION IN USING ANY DEVICE TO USE ONLINE BANKING THAT IS NOT OWNED BY YOU.

#### **3.3 Third Party Vendors**

We rely on third parties ("vendor(s)") to provide, support and manage our computer systems and our online banking systems, which in turn permits us to provide the Online Services to you. If a vendor is unable to provide us with a particular service, or

if the vendor suffers a service outage, then we may not be able to provide the Online Service to you contemplated under this Agreement. We are not responsible for any Online Service outages due to a failure by any third party who provides us with a particular service.

### **3.4 Liability for Online Services**

We shall be responsible only for performing the Online Services offered under this Agreement, and we shall only be liable to you for a loss arising out of our breach of this Agreement, or for our gross negligence or willful misconduct in providing Online Services under this Agreement. We shall not be responsible for: i) any damages, costs or other consequences caused by or related to our actions based upon your instructions, including poor image quality or duplicate deposits of checks; ii) any unauthorized actions initiated for any of your Accounts using the Online Services; iii) the failure of any of our computers or other systems because a vendor has failed to perform satisfactorily; iv) any refusal of any other financial institution or other party to pay upon a substitute check or Qualified Item for any reason (other than the breach of this Agreement by the Bank), including without limitation the reason that such substitute check or Qualified Item was unauthorized, counterfeit, altered, or forged in any way; v) lack of access to the internet or the inability to transmit data because a failure of the Software or our computers; or vi) failures or errors on the part of any Internet Service Provider, telecommunications provider or any party's internal systems.

### **3.5 LIMITATIONS ON OUR LIABILITY**

IN NO EVENT SHALL WE BE LIABLE TO YOU FOR SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE RELATING TO THIS AGREEMENT OR THE ONLINE SERVICES.

OUR AGGREGATE LIABILITY TO ANY PARTY FOR ANY CLAIMS ARISING OUT OF THIS AGREEMENT, WHETHER SUCH CLAIMS ALLEGE BREACH OF CONTRACT, NEGLIGENCE, INFRINGEMENT, TORT, LOSS OF BUSINESS, LOSS OF BUSINESS OPPORTUNITIES OR PROFITS, PERSONAL INJURY, PROPERTY DAMAGE OR OTHERWISE, THAT ARISE DURING ANY TWELVE MONTH PERIOD SHALL BE LIMITED TO AN AMOUNT EQUAL TO, AND NOT EXCEEDING, THE TOTAL FEES PAID BY YOU FOR SERVICES UNDER THIS AGREEMENT FOR SUCH TWELVE MONTH PERIOD. OUR TOTAL LIABILITY FOR ANY ERROR OR OMISSION WITH RESPECT TO DATA TRANSMITTED BY US IN CONNECTION WITH THIS AGREEMENT IS LIMITED TO CORRECTING THE ERROR OR OMISSION, AND CORRECTING OF THE ERROR OR OMISSION IS LIMITED TO THE REPROCESSING, REPRINTING, OR REPRENETING THE QUALIFIED ITEM TO THE PAYOR BANK OR TO ANY OTHER PARTY.

IN NO EVENT SHALL WE SHALL HAVE ANY LIABILITY TO YOU FOR ANY DAMAGE OF ANY KIND OR NATURE TO YOUR DEVICE (INCLUDING ANY SOFTWARE ON THE DEVICE) ARISING OUT OF YOUR USE OF THE DEVICE OR THE SOFTWARE.

Without limiting the generality of the foregoing provisions, we are excused from failing to act or delay in acting, if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, vendor failure, or other circumstances beyond our control.

Subject to the foregoing limitations, our liability for loss of interest, resulting from its error or delay shall be calculated by using a rate equal to the rate of interest paid by us for amounts in the Account during any applicable period of time.

### **3.5 Time for Bringing Claims**

You agree that any claim, action, cause of action, complaint or other proceeding (collectively a “Claim”) that you may bring for breach of this Agreement or otherwise must be brought within a reasonable period of time after you have knowledge of such Claim, and in any event within 12 months from the date of such facts or circumstances having occurred which give rise to such Claim. If your Account Agreement requires you bring a Claim within a period of time that is less than 12 months, then the terms of your Account Agreement control.

### **3.6 Security Procedures**

You will comply with our Security Procedures. It is recommended by us that you use the Security Tools. You agree that you are responsible for the protection and confidentiality of your login credentials. You will not permit any person who is not an Authorized User to use the Online Services. We do not assume any responsibility to discover or audit for any possible breach of security of the Online Services.

You agree to immediately notify us of any suspected compromise of security or Security Procedures. We reserve the right to change Security Procedures at any time, with or without written notice to you.

The Bank’s Security Procedures can currently be found at our website at <https://www.a2sb.com/security-fraud/>. This is website address is subject to change. The Security Procedures may be amended from time to time by us.

## **4. MISCELLANEOUS PROVISIONS**

### **4.1 Periodic Statements**

Your payments and transfers using Online Services will be indicated on the normal monthly statements we provide or make accessible to you by mail or delivery service, or electronically for your Account. You have a right under federal law to receive such statements for accounts governed by the Electronic Funds Transfer Act and it’s implementing Regulation E. You agree to notify us promptly if you change your address or if you believe there are errors or unauthorized transactions in any statement, or statement information.

### **4.2 Business Days and Hours of Operation**

Online Services are generally available twenty-four (24) hours a day, seven (7) days a week. However, at certain times, some or all of the Online Services may not be available due to scheduled or unscheduled system maintenance, or due to Internet Service Provider down time, or due to a vendor service outage. During these times, you may use the Bank (if open), a Bank ATM or telephone banking to conduct your transactions. Subject to the timing requirements for Bill Pay set forth above, a transfer or other service initiated through the Online Service before 6:00 P.M. (Eastern Time) on a Business Day is generally posted to your account the same day. Transfers and other Online Services completed after 6:00 P.M. (Eastern Time) on a Business Day will be posted on the next Business Day.

You may always contact us directly should you have questions. You may call us at 734-761-1475 and ask to speak with our Branch personnel regarding your use of Online Services.

If we are closed or otherwise unavailable, you may call 844-604-6310 for assistance with any payments you have scheduled or other system issues. This support is available Monday through Friday from 7:30 a.m. to 8:30 pm EST. The support team at this number will not be able to provide you with information about your account not related to the payments and transactions you have initiated using the Services.

### **4.3 Notices and Communications**

Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records. Notices from you will be effective when received by us by mail at the address specified in Section 2.7 above. Except as otherwise expressly provided herein, we are not required to act upon any notice or instruction received from you or any other person, or to provide any notice or advice to you or any other person with respect to any matter. We are entitled to rely on any written notice or other communication, believed by us in good faith to be genuine and to have been signed by you.

#### **4.4 E-Mail Communications**

E-mail communications sent over the Internet are not necessarily secure. Therefore, we will not send, and we strongly recommend that you do not send, any confidential personal or account information by e-mail. You agree that we may take a reasonable time to act on any e-mail request that you send.

Our Online Service includes a secure message system by which you and Bank staff can exchange confidential account information safely. These communications take place inside our secure website and therefore do not pose the same confidentiality risk as regular e-mail transmitted over the public internet. However, you must use Software that has appropriate security features in order to keep your communications secure. We will typically respond to these communications within a reasonable time frame, normally within one (1) business day. Correspondence that requires expeditious handling (e.g. reporting an unauthorized transaction from one of your accounts) should be made by calling us at (734) 761-1475 or visiting us in person.

#### **4.5 Assignment**

The Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party. You may not assign your rights in this Agreement to any other person or entity.

#### **4.6 No Waiver**

The Bank shall not be deemed to have waived any of its rights or remedies under this Agreement, any Account Agreement or any other agreement between you and the Bank unless such waiver is in writing and signed by the Bank. No delay or omission on our part in exercising our rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

#### **4.7 Governing Law**

Regardless of where you live or work or where and how you access the Online Services, this Agreement will be governed by, and construed in accordance with, the laws of the State of Michigan and the federal laws of the United States of America (to the extent that any federal law is applicable). Any action brought under this Agreement shall be brought in a court of competent jurisdiction for Washtenaw County, Michigan.

#### **4.8 Enforcement**

In the event we bring legal action relating to this Agreement, we are entitled, subject to applicable law, to payment by you of our reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

#### **4.9 Severability**

Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law as nearly as possible to reflect the original intent of the Agreement, and the remaining portions shall remain in full force and effect.

#### **4.10 Amendment of This Agreement**

We may amend any part of this Agreement at any time, without notice to you. We may alter, limit or terminate any of the Online Services, or your ability to use any of the Online Services, without notice to you.

#### **4.11 Entire Agreement**

This Agreement, and any addenda or schedules to this Agreement, as amended from time to time, is the complete and exclusive statement of the agreement between you and the Bank with respect to the usage of Online Services and supersedes any prior agreement(s) between us with respect to the Online Services. If there is a conflict between this Agreement and your Account Agreement, then the terms of your Account Agreement shall control.

**If you have entered into a specific agreement for other online services such as for ACH transactions, Positive Pay or remote deposit services with us, then those agreements shall be applicable to the specific services described in such agreements.**

In the event performance of the Online Services by us would result in a violation of any present or future statute, regulation or government policy to which we are subject, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and we incur no liability to you as a result of such violation or amendment.

#### **4.12 Headings**

Headings are used for referenced purposes only and shall not be deemed a part of this Agreement.

#### **4.13 Business Continuity**

If there is any disruption in our ability to provide any of the Online Services, then we will take reasonable steps to restore the Online Services as quickly as possible. We shall have no liability to you if we unable to provide the Online Services because of any disruption in our business, or because of the disruption in any service from a vendor necessary to provide any of the Online Services.

#### **4.14 Business Accounts**

If any Account is owned by a business entity, you may be required to deliver to us a fully executed resolution for the business entity that permits the business entity to use the Online Services. A sample of the resolution is attached as Exhibit A.

#### **4.15 General Indemnity**

You agree to indemnify us and hold us harmless from any and all losses, claims, damages, costs or any other liabilities of any kind or nature (“Liabilities”) arising out of or related to your use of the Online Services, including without limitation any Liabilities related to illegal or unauthorized transactions from any Account.

#### **4.16 Fees**

The fees charged by us for your use of the Online Services may change from time to time, and are subject to change without notice. We will make every effort to notify you in writing if any fees are to change. Your use of the Online Services after any change to fees signifies your agreement to the fee change.



**Current Fee Schedule:**

<b>Fee</b>	<b>Amount</b>
P2P Payments	\$1.00 per payment
Bank to Bank Transfer Fee	\$5.00 for each outgoing transfer
Inactivity Fee	\$5.95 per month
Rush Delivery Fees - Mail	\$14.95 for a check delivered next business day  \$9.95 for a check delivered next business day
Rush Delivery Fees - Electronic Payment	\$4.95 for second business day electronic payment
Gift Checks	\$2.99 per check
Charitable Contributions	\$1.99 per donation

All other fees we charge for your accounts apply in addition to the charges in the Fee Schedule.

## **REMOTE DEPOSIT ADDENDUM TO ONLINE SERVICES AGREEMENT AND DISCLOSURE**

If you use Remote Deposit and are not subject to another agreement that you have entered into with us for a remote deposit service, then the following terms and conditions apply to your use of the Remote Deposit Online Service.

You may wish to remotely initiate deposits of Qualified Items using a Device and Software (including Mobile Apps). We agree to process and clear Remote Deposit images in accordance with this Agreement, and any other Agreements that you may have with us.

### Terms and Conditions for Using Remote Deposit

1. Online Services Agreement and Disclosure. This Addendum is a part of our Online Services Agreement and Disclosure (the "Agreement"), and is incorporated into that Agreement by reference. Capitalized terms used in this Addendum have the meanings ascribed to them in the Agreement, unless otherwise defined in this Addendum.
2. Approval for Use of Service. We must approve your use of Remote Deposit. You may be required to submit an application to us for your approval of Remote Deposit (including any required resolutions). Your use of the Service is also subject to any other agreements between us applicable to your Accounts, or your relationship with us.
3. Transmittal of Qualified Items/Limitations. You will transmit Qualified Items using a Device and the Software. We may establish limits on the amount or number of Qualified Items, individually or in the aggregate, that we will accept for processing using Remote Deposit. These limitations may be specific to you or your Account, or for the Online Service in general. These limitations may vary from any limitations posted or disclosed by us, and may change from time to time without notice to you. The limitations currently imposed by us are:
  - \$5,000 per Qualified Item;
  - \$25,000 in the aggregate for Qualified Items per day;
  - Five (5) Qualified Items per day;
  - One Hundred (100) Qualified Items per statement cycle.
4. Fee Schedule. Your use of Remote Deposit may be subject to the payment of fees. The Fee Schedule for the Remote Deposit service is included on our standard Fee Schedule, a copy of which can be obtained from us by calling us at 734-761-1745, or by coming to our branch office. Fees are subject to change from time to time without written notice to you. You hereby direct us to debit your Account on a monthly schedule determined by us for any fees incurred by you for using this Online Service
5. Procedures and Enrollment. Use of this Online Service shall comply with the procedures established by us from time to time, including our approval of your enrollment in the Online Service.
6. Warranties. Each time you use Remote Deposit and send us a Qualified Item you make the following representations to us:
  - a. That you are entitled to deposit each Qualified Item as a Remote Deposit;
  - b. That only the original of Qualified Items were transmitted to us as a Remote Deposit (i.e., you did not provide us an image of a copy of a check);
  - c. That each Qualified Item transmitted by you as a Remote Deposit was duly authorized in the amounts stated on the face of each Qualified Item, and that you are the payee and holder in due course of the Qualified Item

(i.e., the amount on the check is true and correct, and that you are the payee of the item or hold the item as a holder in due course);

- d. That all the warranties made by you under Michigan law (MCL 440.4207(1)) are true and accurate, including the following:
    - i. You are entitled to enforce the Qualified Item;
    - ii. All signatures on the Qualified Item are authentic and authorized;
    - iii. The Qualified Item has not been altered;
    - iv. The Qualified Items is not subject to a defense or claim in recoupment of any part that can be asserted against you or any other holder or previous transferee of the Qualified Item;
    - v. You have no knowledge of any insolvency proceeding commenced with respect to the maker, drawer or issuer of the Qualified Item;
  - e. An Authorized User transmitted the Qualified Item to us using a Device and Software;
  - f. There are no duplicate items among the Qualified Items transmitted as Remote Deposits;
  - g. You are not re-depositing with us in any manner the original of any Qualified Item without the express consent of the Bank;
  - h. The information transmitted to us was correctly encoded;
  - i. You have no reason to believe that any item transmitted as a Remote Deposit is more than six months old from the date it was made;
  - j. We will not suffer any loss by accepting the Qualified Item from you;
  - k. We will not suffer any loss due to the loss or destruction of a Qualified Item;
  - l. All information provided to us regarding each and every Qualified Item is true and correct;
  - m. That all information transmitted by you is free of any virus or malicious software, and that, at a minimum, you have complied with our procedures then effect (including our Security Procedures);
  - n. That your use of the Online Services does not violate any laws, including federal Regulation GG (12 CFR 233.6) and OFAC;
  - o. The Qualified Item is being retained by you in accordance with the requirements of this Addendum.
7. Image Quality. The image of a Qualified Item transmitted to us must be acceptable to us. We reserve the right to reject for deposit any Qualified Item that does not meet our image requirements. All images transmitted to us shall, at a minimum, be of sufficiently high quality to permit us to comply with certain legal requirements or other rules, including requirements related to the following: a) the Check 21 Act; b) all state and federal laws, including any requirements of the Uniform Commercial Code; c) The American National Standards Institute; and d) all other clearing house and association rules that we deem apply to the item.
8. Restrictive Endorsement. Before submitting a Qualified Item for deposit to your Account using the Service, you shall place a restrictive endorsement on the Qualified Item to be transmitted to us. The restrictive endorsement shall read "For

Remote Deposit Only at Ann Arbor State Bank”, or as otherwise instructed by us. After the Qualified Item has been scanned and transmitted to us for deposit to your Account, you shall not negotiate, sell, transfer, deposit, sell or otherwise exchange the Qualified Item, create a substitute check or make any other image of the Qualified Item for negotiation, deposit, payment or other transfer. If the Qualified Item is subsequently negotiated, sold, transferred, deposited, or otherwise exchanged and another party seeks restitution from us with respect to the Qualified Item in any way or for any reason (including another bank seeking restitution from us for having paid upon the Qualified Item after it has been deposited with them), then you shall be liable to us for the full amount of such restitution and the other liabilities we suffer, plus any interest, fees, expenses or other costs incurred by us.

We may reject any Qualified Item for deposit or processing if the Qualified Item is missing the required restrictive endorsement. We shall notify you of any such rejection, and you shall be required to apply the restrictive endorsement to the Qualified Item before re-transmitting the Qualified Item to us for deposit to your Account.

9. Rejection or Return of Remote Deposits. We may reject a Remote Deposit that does not comply with the requirements of this Addendum and the Agreement, or for any other reason deemed necessary by us. We will attempt to notify you by phone or electronic means (including by email) of any rejected or returned Qualified Items within one banking day of the rejection or return of the Qualified Item. However, you are responsible for verifying that all deposits you make with us through the use of the Remote Deposit service have been accepted by us for deposit to your Account. We will have no liability to you because of the rejection of any Remote Deposit or the fact that a notice of rejection is not given by the Bank in a timely manner.
10. Returned Item. We will provide you with an image of the returned Qualified Item. In addition to any other obligations that you may have to us under any other agreements you have with us, you are responsible for the immediate reimbursement and payment to the Bank of all returned items if we have provided you a credit for such Qualified Item, and you shall indemnify and hold us harmless for any losses suffered by us of any kind or nature with respect to a returned item.
11. Adjustments to Deposits. From time to time errors may occur in transmitting the amount of the Qualified Item being deposited with us. We have the right to adjust the reported amount of any Qualified Item to reflect the actual amount of the Qualified Item being deposited with us. This adjustment may occur at any time after your Remote Deposit is made with us during the settlement and collection process for your Qualified Item. We will give you notice electronically of any adjustment made to any Qualified Item; however, you are responsible for verifying the amount of each Qualified Item accepted and credit to your Account by us.
12. Processing, Transmittal and Settlement by Bank. If you are authorized to use this Online Service, we shall process Remote Deposits that conform to the file specifications and which are not otherwise rejected by us. Our standard processing guidelines for Remote Deposit items then in effect shall apply.
13. Funds Availability. Funds from Qualified Items will be available to you at such times after their acceptance by us for deposit under this Agreement as they would be available to you as if you had deposited the original items in person with us at our main branch, subject to our cut-off times for deposits. Our funds availability policies are described in our funds availability disclosures and policies in effect from time to time. Even if funds are made available to you as a provisional credit or otherwise, you are responsible for the repayment and indemnification to us for returned items or any other problems with a Remote Deposit.
14. Provisional Credit. Any credit to your Account for a Qualified Item is provisional only until collection is final. Until final settlement, we will act only as agent for collection of the Qualified Item, regardless of the form of endorsement or lack of endorsement on a Qualified Item, even if we have provisionally credited the Account and even if you have in fact withdrawn any credit given by us for the Qualified Item. We can reverse any provisional credit to the Account for any

Qualified Item that is lost, stolen, forged, or returned. You will indemnify and hold us harmless from any losses that the Bank may incur as a result of the Bank lawfully reversing any provisional credit to your account.

15. Cancellation or Amendment. You have no right to the cancellation or amendment of a Remote Deposit after receipt by us. However, we shall use reasonable efforts to act on a request by you for cancellation of a Remote Deposit. We have no liability to you if any requested cancellation of a Remote Deposit is not accomplished.
16. Account Reconciliation/Statements/Notice to Bank of Errors or Problems. Remote Deposits transmitted by you to us will be reflected on the periodic statement issued by us with respect to the Account. You agree to notify us promptly of any discrepancy between your records and the information shown on any such periodic statement in accordance with the requirements of your Account Agreement.
17. OFAC. You agree that no Remote Deposit involves any entity that is identified by the Office of Foreign Asset Control (“OFAC”) and that no remote Deposit involves a target country, target country national, or other company or individual specifically identified by OFAC (“Specially Designated Nationals and Blocked Persons”).
18. Set-Off Against Accounts. We may, without prior notice or demand, obtain payment of any amount due and payable to us for use of the Service by debiting your Account. In the event there are not sufficient funds in the Account to cover the cost of the Service, you agree that we may debit any other Account maintained by you with us.
19. **Data Retention/Destruction of Qualified Items**. **You shall retain Qualified Items to permit the remaking of Remote Deposit for sixty (60) days following the date of their transmittal to Bank. You agree to destroy Qualified Items in a secure manner after the sixty (60) day period.**

Online Services Agreement as of September 1, 2018.