MAYVILLE STATE BANK

ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE STATEMENT

READ THIS SERVICES AGREEMENT AND DISCLOSURE STATEMENT CAREFULLY AND PRINT OR DOWNLOAD A COPY FOR YOUR FILES. To print this E-Services Agreement, click on the print icon on your browser toolbar, or choose File and Print from your browser menu. If you are unable to print the Services Agreement and you would like us to send you a copy, please send an e-mail with your name and address to webteam@mayvillestatebank.com.

THIS ELECTRONIC SERVICES AGREEMENT PERMITS MAYVILLE STATE BANK AND THE CUSTOMER TO DELIVER CERTAIN INFORMATION TO EACH OTHER ELECTRONICALLY INSTEAD OF ON PAPER OR "IN WRITING". THE INFORMATION WHICH MAY BE DELIVERED ELECTRONICALLY INCLUDES, BUT IS NOT LIMITED TO, STATEMENTS, NOTICES, DISCLOSURES AND OTHER INFORMATION REQUIRED BY FEDERAL LAW UNDER THE ELECTRONIC FUNDS TRANSFER ACT AND REGULATION E OF THE FEDERAL RESERVE BOARD.

In this Agreement, the words you or your mean the consumer or business that has enrolled in the Mayville State Bank Electronic Services and we, us or our refers to Mayville State Bank and its affiliates. Account(s) refers to your Mayville State Bank accounts that you have designated for use with the Services.

By your consent you agree that we may provide you with all disclosures, statements, notices and other communications (and any future amendments) in electronic form. You may download or print the documents from your computer/device. At your request, we will provide you with a paper copy of any of the documents without any fee. You have the right to withdraw this consent without any fee, but if you do, we will immediately terminate your participation in Internet Banking, Bill Pay, Electronic Statements (users enrolled in eStatements will revert to paper statements upon removal of Internet Banking Services which may result in applicable fees), Mobile Deposit and any other Electronic Services. You have the right to obtain copies of any of the documents we provided electronically, update your e-mail address or withdraw your consent to our electronic disclosures by calling us at (989) 843-6145 or writing to Mayville State Bank, P.O. Box 650 Mayville, MI 48744.

If you choose to consent to our electronic disclosures, check "I agree" and click the "accept" button. If you do not consent to our electronic disclosures, close out the agreement. On the enrollment screen, close the window at the top of the screen. If you choose not to consent to our electronic disclosures, you will not be able to access our Internet Banking, Bill Pay, Electronic Statements, Mobile Deposit or other future Electronic Services.

1. ACCEPTANCE This Mayville State Bank Electronic Services Agreement (the "E-Services Agreement") contains important terms and conditions which govern the following Mayville State Bank Internet Banking services: Mayville State Bank Internet Banking ("Internet Banking"), Mayville State Bank Internet Banking Bill Pay ("Bill Pay"), Mayville State Bank Electronic Statements (E-Statements), Mayville State Bank Remote Deposit Anywhere ("Mobile Deposit") and certain other online banking services offered through Mayville State Bank (collectively, the "E-Services"). You understand and agree that by using the Services, you are accepting the terms and conditions of this E-Services Agreement, and that your use of your Customer ID and password(s) will be considered the same as your written signature in authorizing us to complete any transaction or request communicated to us. All electronic communications that meet these requirements will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written and signed paper communications. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering. Because the Services are performed electronically, they are governed by federal and state laws and regulations pertaining to electronic funds transfers which entitle you to certain benefits and protections, which are contained in this

Electronic Services Agreement.

2. REQUIREMENTS (a) Account Access. To access your account via the Electronic Services, you must have at least one eligible deposit or loan account, a Customer Identifier ("User ID"), and a password(s) (the "password(s)") that you choose. You may only designate accounts that you own jointly, severally or otherwise or that you have the authority to use. You agree to provide us with any additional documentation we may require to permit access to your account. You understand by enrolling for Bill Payment, that you authorize us to investigate and verify any information supplied by you. You authorize us to make any credit or investigative inquiry that the bank determines is appropriate to utilize bill payment services. **(b) Multiple Signatures.** Accounts that require two or more persons acting jointly through signature or otherwise, for withdrawals, fund transfers, bill payment or other transactions, are ineligible for the Services. **(c) Joint Accounts.** If you have designated a joint account to be accessible via the Services, each joint owner will be jointly and severally liable under this Services Agreement. We may act upon the instructions of any joint owner concerning the account without the consent of any other person. Any person(s) to whom you give your User ID and password(s) will also be considered by us to be authorized users**. (d) Special Withdrawal Limitations.** Banking regulations limit your ability to transfer funds between certain accounts, as described in the terms and conditions governing your deposit account (the "Deposit Agreement"). For example, you may make no more than six (6) transfers and/or withdrawals during any one (1) calendar month or statement cycle (the period from one statement to the next) or similar period of at least four weeks from a savings or money market deposit account. Transfers to another account, payments to a third party by means of a preauthorized or telephone agreement, order or instrument, withdrawals using a telephone and checks are all counted against the permissible number of transfers, as are other transfer methods described in your Deposit Agreement, except where the transfers are made to pay on a loan with us. **(e) Limitations and Dollar Amounts for Transfers and Payments.** Transfers from one designated account to another may not exceed the available balance in your account from which the transfers are made. Bill payments may not exceed the available balance in the account from which payments are made. We reserve the right to limit the frequency and dollar amount of transactions from your designated accounts for security reasons. Any limits that vary from the standard bill pay amount will be disclosed at the time of enrollment. **(f) Your Password(s).** We will be entitled to act on all instructions received under your password(s). Since your password(s) is used to identify you as an authorized user of the Services, you agree to notify us immediately if the secrecy of your password(s) is compromised, and you also agree not to reveal your password(s) to any person not authorized to use the Services. The security of your Account depends upon maintaining the secrecy of your password(s). You may change your password(s) at any time while you are using the Services. You must use your password(s) to access your account(s), pay bills, open electronic statements or perform banking transactions. To assist us in maintaining the security of your Services account(s), we may revoke or cancel your password(s) at any time without giving you prior notice. You agree not to use your password(s) for any transaction that would cause your account balance to go below zero. We will not be required to complete any such transaction, but if we do, you agree to pay us the amount of the improper withdrawal or transfer upon demand and any associated fees for such service. Otherwise, you authorize us to collect any such amounts, including the amount of the service fees you may owe us from any account you maintain with us. **(g) Protecting Your Account.** You are solely responsible for maintaining password(s) secrecy. Your password(s) are used to gain access to the Electronic Services. For your protection, we recommend you memorize your password(s) and do not write it down. For added security, you should change your password(s) periodically. A properly constructed password(s) affords you a greater degree of assurance. A password(s) is more secure if **a) it contains more characters, b) if those characters are both alpha and numeric characters, c) if it consists of both upper and lower case, d) if it contains symbols, i.e. +,_,%,@, !,$,&,*,~.** If your password(s) is entered incorrectly on three (3) consecutive access attempts, your access to the Services will be blocked. If this occurs, please call 1-800-732-0642 or (989) 843-6145 to have your password(s) reset. You can also perform a self-service password reset by clicking “Forgot Password” on our online platform or “Forgot” on our Mobile App and verifying personal identifying information. You should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number,

etc. Someone may use this information alone, or in conjunction with other information, to access your account. If you believe that your password(s) have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify us immediately by calling the number above. We reserve the right to deny access if user verification cannot be determined. Treat your password(s) the same as you would a lost or stolen ATM Card. **(h) Your Computer/Device.** You agree to be fully responsible for the installation, maintenance and operation of your computer/device and software. We are not responsible for any errors or failures from the malfunction of your computer, software, or for any software or related problems associated with the use of an on-line system. If you are accessing the Services through the Internet, you will be responsible for contracting with your own Internet Service Provider ("ISP"). **(i) Secure Electronic Messaging Services.** You may communicate with us through our secure messaging service. This messaging service will be available to you when you sign on to the Services with your User ID and password(s). To ensure the security of your account information, we encourage you to use only this service when transferring information to us regarding your account. While logged in simply choose "Messages" or "Support" from the left hand navigation bar to send us your inquiry. **(j) New Services.** We may, from time to time introduce new electronic services. You will be notified of these services and we will update this Electronic Services Agreement to incorporate any new services. If you are a consumer, your use of the new services will signify your acceptance of the terms and conditions governing these new services**. (k) Fees and Charges.** The fees and charges for the Services available through Mayville State Bank Internet Banking are set forth later in this Services Agreement. You agree that we may change the terms of this Services Agreement, including the fees, at any time, and you will be notified of any such change by mail or by an electronic notification. You understand and agree that by using the Services after any change becomes effective, you will have agreed to the changes. **(l) When You May Access Your Account.** Subject to conditions beyond our control, you can access your accounts via the Services, 7 days a week, 24 hours a day. There may be times, however, when some or all of the Services may not be available due to system maintenance.

3. INTERNET BANKING SERVICES What You Can Do. If you have enrolled in Internet Banking, you may: **1.)** Obtain balance information, account detail information and transaction history on all eligible accounts enrolled in Internet Banking. Unless otherwise noted, account balance information reflects your available balance NOT including any Overdraft Protection or Bounce Protection funds you may have. This balance may change throughout the day as credits and debits are posted to your account. For Internet Banking, our business days are Monday through Friday, excluding federal holidays. **2.)** Transfer funds between designated Mayville State Bank accounts. See S*pecial Withdrawal Limitations. Limitations and Dollar Amounts for Transfers and Payments* in Sections 2. (d) and 2. (e) above. **3.)** Make loan payments. **4.)** Obtain a copy of statement information. **5.)** Export of transaction history to a supported Personal Financial Program. **6.)** Place a stop payment on a check you have written. **7.)** Transmit electronic messages to Mayville State Bank. **(a) Balance Inquiries**. You may use Internet Banking to check the balances and recent activity of your Accounts. Any balances shown through this service will include a date as of which the balance is current. The balance shown may not be your actual available balance. It may include deposits still subject to verification by us. The balance shown may also differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, or charges, or items in process. **(b) Funds Transfers Between Mayville State Bank Accounts.** You may transfer funds between eligible Mayville State Bank accounts through Internet Banking. An "eligible account" is an Account linked to the Internet Banking service that does not have withdrawal restrictions. When you request a transfer of funds between your Mayville State Bank accounts, you authorize us to withdraw the necessary funds from the Mayville State Bank account you designate. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your designated account at the time of withdrawal. We will not be obligated to act on any withdrawal instruction if there are not sufficient funds in the account you have designated. If you request a funds transfer on a weekend or holiday, we will transfer the funds from the designated account on the next business day. Upon completion or rejection of a transfer, you will receive immediate confirmation. You will not be able to cancel funds transfer requests between Mayville State Bank accounts once they are transmitted. Please note that funds transfer requests performed

after 7:00 p.m. Eastern Time may not actually post to your account until the next business day. **Special Note:** Borrowing from an existing line of credit you have with us shall be subject to the terms and conditions of your line of credit agreement. **(d) Stop Payments.** You may initiate stop payment requests online only for paper checks you have written (non-electronically) on your bank account. On-line stop payments made after 7:00 PM will be deemed received the next business day. By placing a stop payment order on-line, you have authorized, directed and requested us to stop payment on the check requested. You agree to indemnify and hold us harmless from any and all claims, liabilities, costs and expenses, including but not limited to, court costs and reasonable attorney fees, resulting from our refusal to pay the stopped check. We shall have no liability to you for the payment of the identified check contrary to this stop payment order if the indicated check number, dollar amount or account number is not accurate. We are not liable to you if we paid the identified check if we acted in good faith or exercised ordinary care. Any damages that you incur and which we may be liable for are limited to actual damages not to exceed the amount of the check. You understand that if the stop payment order comes too late for us to have a reasonable time to act on it prior to accepting, certifying, paying, settling for, posting or becoming accountable for the check, that this stop payment order shall be of no effect. You agree that we may charge you a fee for processing this stop payment order as well as a similar fee for each renewal you make, such fee to be deducted from your account. Refer to the current schedule of fees for your account. This stop payment order shall be governed by the provisions of the Uniform Commercial Code in effect in Michigan. **(e) Customer Service.** If you need assistance with Internet Banking, or if you need to communicate with Mayville State Bank, please notify us by: Sending a secure electronic message through the Banno system using "Messages" or "Support", calling Mayville State Bank at 1-800-732-0642 or (989) 843-6145 (You agree that we may record the conversations our employees have with you to monitor the quality of service and accuracy of information provided to you. This will also help to ensure that your instructions are followed.), or by writing to us at: Mayville State Bank, Internet Banking Services, P.O. Box 650 Mayville, MI 48744.

4. BILL PAY SERVICES (a) Payees. You may schedule current, future or recurring payments to a person or business in the United States through Bill Pay. By furnishing us with the names, addresses and telephone numbers of your Payees, and account information, you authorize us to follow your payment instructions to these Payees. Payments may only be made from a Payment Account (see 4c). You are solely responsible for maintaining the current address and account number of each Payee that you designate. **(b) Prohibited Payments.** You may not use Bill Pay to make payments to payees outside the United States or U.S. Territories. You may not make a payment of alimony, child support, taxes, or other governmental fees or court directed payments through Bill Pay. **(c) Payment Account.** To enroll for Bill Pay, you must reside in the United States and have at least one linked Mayville State Bank checking account. You may use Bill Pay to make payments from linked accounts. You must designate the account from which Mayville State Bank is to make payment. This account will be known as the "Payment Account". By originating a Bill Pay request, you authorize us to withdraw the necessary funds from your Payment Account. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your Payment Account at the time of scheduled withdrawal. We will not be obligated to act on any withdrawal instruction from you if there are insufficient funds in the Payment Account. If you have overdraft protection or bounce protection on your Payment Account, we will use available funds in that overdraft protection account to cover Bill Pay requests to the extent your overdraft protection or bounce protection is then available. For Bill Pay Services, every day is a business day, except Saturday, Sunday and federal holidays. Saturday, Sunday and Monday are considered one business day. Federal holidays are considered part of the following business day. **(d) Fee Account.** The first checking account that you choose as your account preference for Bill Pay will be your Fee Account. You agree to promptly pay all applicable fees and charges for the Services, and authorize us to charge your Fee Account for such fees or charges. If you close your Fee Account, you must notify us and identify a new Fee Account for your selected Services or we will select one for you. If your Fee Account has insufficient funds to cover payment of fees, we may deduct the fee from any other deposit account that you may have with us. The fees are waived for Internet Banking consumers that use the product regularly. If you choose to link one of your accounts to Billpay (within the Bill Payment tab)

and do not use it for 60 calendar days, you may be charged $4.95 per month. **(e) Scheduling Payments.** You may use Bill Pay to schedule bill payments on the date that you enter the payment information, on a future date, or on the same date of each month, subject to restrictions set forth in this Agreement. You may enter payment information 24 hours a day, 7 days a week (subject to system availability), but payments will only be initiated by us on business days. **Funds for electronic bill payments will be withdrawn from your Payment Account on the date we initiate payments**. After funds are withdrawn from your Payment Account, payments will be made by electronic funds transfers if the Payees are set up to receive such payments. If Payees are unable to receive electronic funds transfers, a check will be remitted and the funds withdrawn from your account on the day of presentment. The maximum transaction amount for an electronic funds transfer or check is $10,000.00. Payments may be made to Pay a Person via using text message, email notification or direct ACH. The maximum amount allowed using Pay a Person is $1,500 per day. The time period which is required to process payments will vary according to the payment method and other factors. Sufficient time must be allowed for payments to be received by each Payee. You must schedule the Payment Date of your electronic payment to be at least 3 (three) business days prior and payment by check at least 7 (seven) days prior to the Due Date of your payment. The "Due Date" is the date on which your payment is due, without taking into account any applicable grace period. **We will not be responsible for any loss you may incur as a result of a late payment if your payment is not scheduled within the time periods described in this Section. (f) Future or Recurring Bill Pay.** You may schedule a future or recurring bill payment to be initiated by us on any future business day through Bill Pay. We shall complete the payment, provided there are sufficient funds in your Payment Account. You will receive confirmation the payment is scheduled at the time you request the payment. Recurring bill payments must be in the same amount each period (weekly, monthly, semi-annual, etc.). If the regular payment date falls on a weekend or a holiday, it will be initiated on the business day prior to the payment date. **(g) Changing or Canceling Payments.** You may utilize Bill Pay to modify either the payment amount or date the bill payment is initiated for any future or recurring bill payment at any time prior to 3:00 a.m. Eastern Time of the date the bill payment is scheduled to be initiated by us. **WE RESERVE THE RIGHT TO REFUSE TO HONOR PAYMENT REQUESTS THAT REASONABLY APPEAR TO US TO BE FRAUDULENT OR ERRONEOUS. (h) Canceling Bill Pay.** We reserve the right to suspend or terminate your use of Bill Pay at any time, for any reason. **If you wish to terminate Bill Pay, please contact us and it is your responsibility to cancel all future bill payments at the same time by deleting those payments through Bill Pay. This will ensure that future payments made by you will not be duplicated. If we are not contacted, Bill Pay fees will continue to be assessed. You should contact us as described in the Customer Service section below. (i) Customer Service.** If you need assistance with Bill Pay, or if you need to communicate with Mayville State Bank to cancel Bill Pay or for any other reason, please **notify us by:** Sending a secure electronic message using the "Messages" or "Support" features within Banno**. Calling 1-800-732-0642 or (989) 843-6145. You agree that we may record conversations with you to monitor the quality of service and accuracy of information provided to you. This will also help to ensure that your instructions are followed. Writing to us at: Mayville State Bank Internet Banking Services, P.O. Box 650 Mayville, MI 48744**

5. MOBILE DEPOSIT SERVICES. These services are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by capturing the image of a check and delivering the images and associated deposit information to Mayville State Bank or our designated processor. **(a) Limitations of Service.** When using Mobile Deposit, you may experience technical or other difficulties. We will attempt to communicate alerts on our Internet Banking login page to notify you of these interruptions in service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue Mobile Deposit service, in whole or in part, or your use of the service, in whole or in part, immediately and at any time without prior notice to you. **(b) Hardware and Software.** In order to use Mobile Deposit, you must obtain and maintain, at your expense, compatible hardware and software. Mayville State Bank is not

responsible for any third-party software you may need to use the Mobile Deposit service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at time of download and installation. **(c) Fees.** Currently, Mayville State Bank does not charge any fees for Mobile Deposit. However, fees set forth in other agreements, disclosures or fee schedules for particular banking products or accounts (such as overdraft fees) may be assessed. You are responsible for paying any resulting fees. You authorize Mayville State Bank to deduct such fees from the same bank account to which your mobile deposit was made. **(d) Eligible items.** You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to Mayville State Bank is converted to an image for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks containing an alteration on the front of the check or item, 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.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by the bank's current procedures relating to the services or which are otherwise not acceptable under the terms of your account.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through Mobile Deposit or through a remote deposit capture service offered at any other financial institution.
- Checks that have previously been deposited or negotiated in any way via any method at Mayville State Bank or any other financial institution.

(e) Endorsements and Procedures. You agree to restrictively endorse any item transmitted through Mobile Deposit as "For Mobile Deposit Only Mayville State Bank" or as otherwise instructed by Mayville State Bank. You agree to follow any and all other procedures and instructions for use of Mobile Deposit as Mayville State Bank may establish from time to time. **(f) Receipt of Items.** We reserve the right to reject any item transmitted through Mobile Deposit, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Mayville State Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item. **(g) Availability of Funds.** You can deposit checks at any time. Checks deposited via Mobile Deposit by the Bank's stated 4:00 p.m. EST deadline will be considered deposited on that business day. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds from items deposited through Mobile Deposit will be available according to the Funds Availability Policy, as amended from time to time. The funds availability policy is available on our website and by request at any of our offices. **(h) Disposal of Transmitted Items.** Upon your receipt of a confirmation from Mayville State Bank that we have received an image that you have transmitted, we recommend that you prominently write on the front of the check in ink these words: "Mobile Deposit on DATE" (where DATE is the full date you deposited the check by Mobile Deposit to render it incapable of further transmission, deposit, or presentment. You agree never to re-present the item. You agree to retain the check for a

minimum of 30 days from the date of the image transmission. Keep your check in a secure place until you destroy/shred it least 60 calendar days. After 60 days, you agree to destroy the check that you transmitted. During the time the retained check is available, you agree to properly handle the check and upon request, promptly provide it to Mayville State Bank. **(i) Deposit Limits.** We reserve the right to and may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. **(j) Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in Mayville State Bank's sole discretion subject to the agreements governing your account. **(k) Errors.** You agree to notify Mayville State Bank of any suspected errors regarding items deposited through the Mobile Deposit service immediately, and in no event later than 30 days after the applicable Mayville State Bank account statement is sent. Unless you notify Mayville State Bank within 30 days, such statement regarding all deposits made through the Mobile Deposit service shall be deemed correct, and you are prohibited from bringing a claim against Mayville State Bank for such alleged error. **(l) Errors in Transmission.** By using the Mobile Deposit service, you accept the risk that an item may be intercepted or misdirected during transmission. Mayville State Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors. **(m) Image Quality.** The image of an item transmitted to Mayville State Bank using the Mobile Deposit service must be legible, as determined in the sole discretion of Mayville State Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Mayville State Bank, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association. **(n) User Warranties and Indemnification.** You warrant to Mayville State Bank that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to Mayville State Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws, and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless Mayville State Bank from any loss for breach of this warranty provision.

(o) Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Mobile Deposit service in your possession and your records relating to such items and transmissions. **(p) Termination.** We may terminate access to Mobile Deposit service at any time, for any reason, and without notice. Mobile Deposit services shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, Mobile Deposit service may be terminated if you breach any term of this Agreement, if you use the Mobile Deposit service for any unauthorized or illegal purposes or in a manner inconsistent with the terms of your account agreement or any other agreement with us. **(q) Enforceability.** We may waive enforcement of any provision of the Mobile Deposit service. No waiver of a breach of the Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law. **(r) Ownership & License.** You agree that Mayville State Bank retains all ownership and proprietary rights in the Mobile Deposit service, associated content, technology, and website(s). Your use of the Mobile Deposit service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Mobile Deposit service. Without limiting the restriction of the foregoing, you may not use the service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Mayville State Bank's business interest, or (iii)

to Mayville State Bank's actual or potential economic disadvantage in any aspect. You may use the service only in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Mobile Deposit service. **(s) DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. **(t) LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF MAYVILLE STATE BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

(End-Mobile Deposit User Agreement)

6. MAYVILLE STATE BANK'S RESPONSIBILITY TO YOU (a) We will be responsible for your actual losses if directly caused by our failure to: Complete a funds transfer or a bill payment to or from your account on time; or Cancel a funds transfer or a bill payment as properly requested. (b) We will not be responsible for your losses if: Through no fault of ours, you do not have enough available funds in your account to make the transfer or if your funds are subject to legal process or other legal encumbrance; you have given us inaccurate or incomplete information; your payment instructions are not given to us sufficiently in advance to allow for timely payment or delays in mail service; you have overdraft protection with us and the transfer would exceed the overdraft protection limit; we have reason to believe a transaction has not been properly authorized; the losses result from a computer virus or related problem; your computer/device or any part of the Services was not working properly and you knew of the problem before you began the transfer or at some time during the transaction processing; circumstances beyond our control, such as a fire or a flood, interfered with, or prevented the transaction; we made a timely payment but the payee (i.e. a merchant or other institution) did not credit your payment timely; you or we have terminated this Electronic Services Agreement; you are a business customer, and we have acted in accordance with reasonable commercial standards of the banking business and the security procedures described herein; or there are other exceptions in our agreements with you.

7. MISCELLANEOUS (a) Other Agreements. In addition to this E-Services Agreement, you agree to be bound by and will comply with the requirements of the Terms and Conditions governing your deposit and/or loan accounts, the rules and regulations of any funds transfer system to which we belong, and applicable state and federal laws and regulations. **(b) Right to Terminate.** We may terminate any or all of your Mayville State Bank Electronic Services any time, for any reason. We will try to notify you in advance, but we are not obligated to do so. **If your E-Service is discontinued, your Bill Pay information will be lost**. If you wish to cancel any of your E-Services, please contact us by any of the methods described in this Agreement. **(c) Notices.** Except as otherwise provided in this Electronic Services Agreement, all notices required to be sent to you will be effective when we mail or transmit them, through e-mail or secure electronic messaging, to the last known address or to the last known e-mail address that we have for you in our records. If you are a natural person, and not an organization, and there is more than one account owner, notice to any one of you will be effective for all of you. You agree that we may send or provide by electronic communication any notice or communication, or other disclosure required to be provided orally or in writing to

you. We may require written paper confirmation from you of any electronic or verbal communication that this Services Agreement permits you to make to us. Information you send to us is deemed delivered when we receive and review it. **(d) Statements.** All of your transfers made through the E-Services will appear on your monthly account statement. You agree to review your statement promptly after you receive it. If your statement shows transactions that you did not authorize, you must tell us at once. You also agree to tell us promptly about any change in your address and/or email address. **(e) Telephone Charges.** You agree to be responsible for any telephone charges or Internet Service Provider access fees, which you may incur by accessing your accounts via the Electronic Services. **(f) Governing Law.** This Services Agreement shall be governed by the laws of the State of Michigan, and where applicable, by Federal law. **(g) Assignments.** We may assign our rights and delegate our duties under this Services Agreement to a company affiliated with Mayville State Bank or to any other party. You may not assign this Agreement in whole or in part. **(h) Amending this Electronic Services Agreement.** You agree that we may change the charges, fees or other contract terms described in this Services Agreement. When we change any fees, charges or other material terms, we will update this Services Agreement and either send you notice at the address shown on our records, or, if you have chosen to receive communications from us via e-mail, or secure electronic messaging, we will send you an electronic message. Notice will be sent at least 30 days in advance of the effective date of any change in fees for online transactions or of any stricter restrictions on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transaction, unless an immediate change is needed to maintain or restore the security of the system. If such a security change is made and it can be disclosed to you without jeopardizing the security of the system, we will provide you with written notice, or notice via e-mail, or a secure electronic message if you have requested to be so notified, within 30 days after the change. You may choose to accept or decline such changes by continuing or discontinuing the account or the Services to which any such changes relate. **(i) Limitation of Liability.** UNLESS OTHERWISE REQUIRED BY LAW, WE WILL NOT BE RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, ECONOMIC OR LOST PROFITS, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT, YOUR COMPUTER OR DEVICE, THE SOFTWARE, THE MAYVILLE STATE BANK ELECTRONIC SERVICES, OR INTERNET BROWSER OR INTERNET ACCESS SOFTWARE, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. **(j) Warranties Disclaimer.** THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", AS WE DO NOT MAKE ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE HARDWARE, THE SOFTWARE OR THE SERVICES, OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. **(k) No Waiver.** You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under the Services Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege. **(l) Liability.** Indemnification Not withstanding any provision to the contrary contained in this agreement, we shall be responsible only for performing the electronic services as expressly provided for in this Agreement. We shall be liable only for material losses that are the direct result of our own negligence or intentional misconduct in performing these e-services. We shall have no liability for failure to perform any e-services services or for any disruption or delay in performing e-services services in the event such failure, disruption or delay is due to circumstances beyond our reasonable control, including, but not limited to, failure or disruption of electric power, personal equipment, telecommunications systems, your ISP, or weather conditions. We shall have no liability for any consequential, special, punitive damages or indirect loss under any circumstances. Except to the extent that we are liable under this agreement, you agree to indemnify and hold us and our directors, officers, employees and agents harmless from all claims, demands, judgments, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with the performance of these e-services services. You agree that this indemnification shall survive the termination of this agreement. The system and all authorized services are provided by Mayville State Bank "as-is" and "where is". Mayville State Bank specifically disclaims all other warranties, expressed or implied, including, but not limited to, implied warranties of merchantability, accuracy and fitness for a particular purpose as to

the system or authorized services provided under this agreement. Without limiting the foregoing, Mayville State Bank does not warrant that the use of the System will be uninterrupted or error-free. This Agreement, along with any other Service Agreements entered into by Customer and Mayville State Bank, Mayville State Bank's Deposit Agreement and any other applicable rules or regulations, constitutes the complete and exclusive Agreement between the Customer and Mayville State Bank.

8. FEES AND CHARGES If you choose only the Internet Banking Service, there are no access fees. If you choose to use Internet Banking with Bill Pay, a monthly fee of $4.95 may be deducted from your Payment Account if the Bill Pay service has not been used for 60 days and may continue monthly on the enrollment date until the Bill Pay service is used or canceled. Accounts with no Internet Banking activity for 180 days will be removed (users enrolled in eStatements will revert to paper statements upon removal of Internet Banking Services which may result in applicable fees). Electronic Statement Delivery: No Charge; Stop Payment Fee: $30.00 Per Item; Non-Sufficient Funds Fee: $30.00 Per Item; An "overdraft" is created when there are insufficient funds available in your Account to cover a withdrawal or debit presented against your Account. Unless we have agreed to a separate overdraft protection agreement with you, the following rules apply. We are not obligated to pay any overdraft. We may assess a Non-Sufficient Funds fee on any overdraft created by check, in-person withdrawal, ATM withdrawal, or other electronic means, whether we pay the item or not. Your account may be subject to a fee for each item regardless of whether we pay or return the item. We may charge a fee each time an item is submitted or resubmitted for payment; therefore, you may be assessed more than one fee as a result of a returned item and resubmission(s) of the returned item. Your account may be charged a maximum of four fees per day.

9. NOTIFICATION OF REGULATORY AUTHORITY This Services Agreement and the Mayville State Bank Electronic Services provided hereunder are governed by Michigan and Federal law. You may notify the **Federal Deposit Insurance Corporation (FDIC),** or the **Department of Insurance and Financial Services**, Office of Policy of the State of Michigan, at the following address, of any violation of law. FDIC 300 S. Riverside Plaza, Suite 1700, Chicago, IL 60606. DIFS P.O. Box 30220 Lansing, Michigan 48909

10. DISCLOSURE OF ACCOUNT INFORMATION We will not disclose information you have provided to us or information which we have obtained concerning your accounts and the transfers you make to anyone other than our employees, agents, and affiliates, however, we may disclose information: if you give us permission; when it is necessary, in the normal course of business, to verify the existence and condition of your account for a third party, such as a credit bureau, another financial institution or merchant; where it is necessary to complete transfers or transactions, or to send notice of dishonor or nonpayment; when it is necessary to comply with governmental agency, court orders, or to otherwise furnish information required by law; to advise third parties of accounts closed for misuse; when necessary to furnish information to law enforcement agencies if we reasonably believe we have been the victim of a crime; to anyone using your password(s). For more information on our Privacy Policy, you can review our Privacy Policy on our web site.

11. PROVISIONS APPLICABLE TO CONSUMERS ONLY (a) Liability of Consumers for Unauthorized Transactions. An unauthorized transfer means a transfer from your Account that is initiated by another person without your authority to initiate the transfer and from which you receive no benefit. (a) Notify us immediately if you believe your Access Credentials have been lost or stolen. Telephoning us is the best way of keeping your possible losses down. You could lose all the money (plus your maximum overdraft line of credit, if any) in your account. To notify us, please contact us at 1-800-732-0642 or (989) 843-6145. (b) If you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than $50.00 if someone used your Access Credentials without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Access Credentials and we could have prevented the unauthorized use if you had told us, you are responsible for all unauthorized transfers or withdrawals, but your maximum liability for any such transfers or withdrawals is $500. (c) If you believe a transfer or withdrawal shown on your statement was

not authorized by you, contact us immediately. If you do not notify us within 60 calendar days after the paper or online monthly statement was made available to you, and we could have prevented a loss if you had told us in time, you may not recover any money lost after the 60 days. If there are extenuating circumstances such as a long trip or hospital stay which kept you from telling us, these time periods may be extended. Call us at 1-800-732-0642 or (989) 843-6145, or write to us at Mayville State Bank, Internet Banking Services, P.O. Box 650; Mayville, MI 48744. **Bill Payment (b) Errors and Questions.** If you have questions or you think there has been an error concerning the Services, you should contact us at 1-800-732-0642 or (989) 843-6145, or write to us at Mayville State Bank, Internet Banking Services, P.O. Box 650, MI 48744. We must hear from you within 60 calendar days after we have sent the first paper or online monthly statement on which the problem or error first appeared. If you notify us verbally, we may require you to send your complaint or question in writing within 10 business days of the verbal notice. We will need to know the following for all errors: Your name and account number; A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need additional information; The dollar amount of the suspected error; and For a Bill Pay issue - the checking account number used to pay the bill, payee name, date payment was scheduled, payment amount, reference number and payee account number. We will advise you of the results of our investigation within 10 business days after we hear from you and will promptly correct any error we have made. If we need additional time to complete our investigation, we may take up to 45 days but we will provisionally re-credit your account within 10 business days for the amount you think is in error. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days after the request, we will not re-credit your account. If we determine that there was no error, we will send you a written explanation within 3 business days after we complete our investigation. You may request copies of documents that we used in our investigation.

12. PROVISIONS APPLICABLE TO BUSINESS DEPOSIT ACCOUNT CUSTOMERS
(a) Notification of Unauthorized Transactions. Notify us at once if you believe someone has improperly obtained your password(s). Otherwise, you could lose all the money in your accounts accessed by the password(s). In addition, notify us at once if you believe someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. To notify us, please contact us at 1-800-732-0642 or (989) 843-6145. You agree that the following security procedures govern your use of the Services when accessing your business accounts: Upon signing up you will choose a User ID and password(s). These must be used to access your business accounts. You agree to protect your User ID and password(s) to prevent unauthorized use. You are liable for all transactions that you or any authorized users make or authorize, even if that person exceeds your authority. You will also be liable for all transactions by an authorized user until you have notified us of the revocation of the authorized user's authority, and we have had a reasonable time to act on such notice to block the affected access device. You are also liable for any and all unauthorized use that occurs before you have notified us that a User ID, password(s), or other access means in your possession or control have been lost or stolen or used without your authority and before we have had a reasonable opportunity to block the affected access device(s). Your designation of a User ID and password(s) and/or use of the Services constitutes your agreement that our security procedures are commercially reasonable. With respect to all claims of third parties, you agree to reimburse and indemnify us and hold us harmless against any and all damages, losses, liabilities and claims of any kind or nature, including attorneys' fees and court costs, arising out of or in connection with, the performance by us of our duties and obligations under the Services Agreement, as well as all costs and expenses, of defending against any claim or liability arising out of or relating to the Services Agreement; provided however, that the foregoing shall not apply when we have failed to act in accordance with our security procedures. If you think that a transfer or withdrawal shown on your monthly statement is incorrect, or if you believe that an unauthorized transfer or withdrawal has occurred, contact us at once. **(b) Errors and Questions.** If you have questions or you think there has been an error about funds transfers or bill payments made through the Services, you should contact us at 1-800-732-0642 or (989)843-6145. We must hear from you no later than 60 days after we have sent the first paper or online monthly statement on which the problem or error appeared. If you notify us verbally, we may require

that you send us your complaint or question in writing within 10 business days. We are going to need to know the following: Your name and account number; A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need additional information; The dollar amount of the suspected error; and For a bill payment issue - the checking account number used to pay the bill, payee name, date the payment was scheduled, payment amount, reference number and payee account number for the payment in question. We will tell you the results of our investigation within a reasonable time after we hear from you and we will correct any error. **(c) Miscellaneous Provisions Entire Agreement.** This Agreement, including any Attachments and Amendments hereto, constitutes the entire understanding of the parties with respect to the subject matter of this Agreement. Amendment; Binding Effect; Assignment. No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing and executed by the parties hereto. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors (including, without limitation, successors by merger) and permitted assigns. Customer may not assign this Agreement in whole or in part without the prior written consent of Mayville State Bank. Any attempted assignment in violation of this Section shall be void and of no effect. **(d) Regulatory Compliance.** Mayville State Bank shall be responsible for (i) compliance with all state and federal laws and regulations governing banks and other financial institutions: (ii) any disclosure to its clients with respect to the electronic services; and (iii) the terms and conditions of any Mayville State Bank Product/Service. Mayville State Bank shall use commercially reasonable efforts, during the Term of this Agreement, to be in substantive compliance with Federal and/or state rules and regulations as they relate to electronic services. **(e) Force Majeure.** Mayville State Bank shall not be liable for loss or damage resulting from any cause beyond its reasonable control, including, but not limited to, (i) Internet network failures or Internet capacity limitations, (ii) compliance with regulations, orders or instructions of any federal, state or municipal government or any department or agent thereof that delay or restrict performance hereunder, or (iii) acts of God, acts of third parties, acts or omissions of Customer, acts of civil or military authority, fires, embargoes, war or riot. **(f) Governing Law.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Michigan and the U.S. without giving effect to the conflict-of-laws principles thereof. The parties agree that jurisdiction over and venue in any legal proceedings arising out of or relating to this Agreement will exclusively be in the District Court of Tuscola County, Michigan, sitting in Caro, Michigan. **(g) Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the Term, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. **(h) Notices.** All written notices required or permitted under this Agreement shall be deemed to have been duly given if delivered personally or sent by registered or certified mail (return receipt requested), U.S. mail. All notices to Customer shall be addressed to the Authorized Signer, to your last address known to us. All notices to Mayville State Bank shall be addressed as follows: Mayville State Bank Attn: Electronic Services Support Team PO Box 650 Mayville, MI 48744 **(i) Survival.** All provisions of this Agreement that by their nature are intended to survive the expiration or termination of this Agreement shall survive and remain in full force and effect. **(j) Headings; Interpretation.** Headings of particular Sections are inserted only for convenience and shall not be considered a part of this Agreement or used to define, limit, or construe the scope of any term or provision of this Agreement. Should any provision of this Agreement require judicial interpretation, the parties agree that the court or arbitrators construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party than against another. This Agreement Controls. Notwithstanding the content of any purchase order, sale order, sale confirmation, or any other document relating to the subject matter of this Agreement, this Agreement shall take precedence over any such document, and any conflicting, inconsistent, or additional terms contained therein shall be null and void.