



**ELECTRONIC STATEMENT (E-Statement)  
DISCLOSURE AGREEMENT**

**Electronic Delivery of Statements and Notices**

By accepting the "FIRST NATIONAL BANK OF MICHIGAN Electronic Statement (e-Statement) Disclosure Agreement", you consent and agree that FIRST NATIONAL BANK OF MICHIGAN (FNBM) may provide certain disclosures and notices to you in electronic form, in lieu of paper form, including electronic delivery of statements (e-Statements) for your FNBM deposit account(s).

**Definitions**

As used in this Agreement, the words "we", "our", "us", and "FNBM" mean FIRST NATIONAL BANK OF MICHIGAN. "You" and "your" mean the account owner(s) authorized to receive e-Statements under this Agreement. "Account" or "accounts" mean your deposit accounts at FNBM. "Business days" means Monday through Friday, excluding Federal holidays.

**Scope of Consent for Electronic Delivery of Statements**

Your consent to receive e-Statements covers the periodic statements you are provided in connection with your FNBM deposit account(s). Your consent also covers disclosures that are required with your account statements, including, but not limited to, the error resolution notice required by the Electronic Fund Transfer Act, as well as marketing information on products and/or promotions that FNBM may provide to you electronically. By using e-Statements, you accept and agree to be bound by the general terms and conditions governing e-Statements, including without limitation all the terms and conditions in this Agreement. You agree to be bound by any and all laws, rules, regulations and official issuances applicable to e-Statements now existing or which may hereafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services that FNBM may from time to time make available to you in connection with e-Statements.

FNBM has absolute discretion to make e-Statements available to you. Further, FNBM has the discretion from time to time and upon giving notice to you to modify, restrict, withdraw, cancel, suspend or discontinue e-Statements without giving any reason and you understand that by using e-Statements after any modification or change has been effected, you would have agreed to such modification or change. You understand that you will receive a paper statement in addition to your first e-Statement. After receiving your first e-Statement, FNBM will discontinue mailing paper account statements for your e-Statement account. All future statements for that account will be e-Statements which you will access through FNBM's Online Banking System to obtain, review, print, and copy/download your periodic deposit account statements. Each month we will send an email notice to you advising you of the availability of your e-Statement with instructions on how to access your e-Statement. You may then access your e-Statement via the procedures that we authorize. Your electronic statement will be available for viewing for a period of eighteen (18) months (or such period as decided by FNBM and notified to you) from the applicable statement date.

**Scope of Consent for Electronic Delivery of Notices**

Your consent to receive electronic notices covers any notice or other type of communication provided to you pursuant to the terms of this Agreement.

We will send all notices, attachments, and/or documents via e-mail to the last known email address provided by you. You agree to notify us promptly of any change of your email address.

**FIRST NATIONAL BANK OF MICHIGAN e-Statement Procedures**

You must enroll each of your deposit account(s) for which you want to access e-Statements. To enroll your account(s) for e-Statement access, simply log in to FNBM's Online Banking System, and click on the "e-Statements" link. When the list of your accounts is displayed on the e-Statement settings screen, simply check the Select to activate eStatements box and select the box next to each of your account(s) for which you want to view e-Statements. Finally, you must check the box next to the statement that you agree to the terms and conditions You will receive an e-mail confirming your selection. You must respond to the e-mail by clicking the link in the e-mail.

Your e-Statement for your current statement cycle should be available for viewing the business day after your statement date. For your first e-Statement cycle, you will receive a paper statement as well as be able to view your e-Statement. Subsequent statements for your e-Statement account will be e-Statements only. You will receive an automated notification email shortly after the end of each statement period informing you that your e-Statement is ready for viewing as well as information on how to access your e-Statement. In order to access your e-Statements, you must log in to FNBM's Online Banking system, go to "Products and Services", and click on the "e-Statements"

link. On the e-Statement "Account Summary" screen, select the account for which you want to view an e-Statement and on the "Statement Summary" screen select the statement date that you wish to view. Your e-Statement as well as a link to important disclosures and other basic features will be displayed above your e-Statement.

FNBM has the absolute discretion, without giving any reason or notice, to reject any of your requests for enrollment in the e-Statement service.

#### **Requesting to Receive or Cancel Paper Statements in Addition to e-Statements**

Should you wish to receive or to cancel your request to receive paper statements in addition to e-Statements for a particular account, please log in to FNBM's Online Banking system, select e-statement and un check the box next to the account you which to cancel and select update.

#### **Duty to Review Periodic Statements**

You must promptly access/review your e-Statement and any accompanying items and notify us in writing immediately of any error, unauthorized transaction, or any other irregularity. If you allow someone else to access your statement, you are still fully responsible to review the statement for any errors, unauthorized transactions, or any other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the e-Statement email notification date regardless of when you access and/or review your e-Statement. If you do not immediately report to FNBM any non-receipt of e-Statements or any error, irregularity, discrepancies, claims or unauthorized debits or items, you shall be deemed conclusively to have accepted all matters contained in the e-Statements to be true, accurate and correct in all respects.

#### **Change of Mailing Address, Email Address, and Other Information**

You agree to notify us immediately of any change in your mailing address, email address or other particulars relevant to this Agreement. To notify us of your email address change, please log in to FNBM's Online Banking system, go to "User Options", select "E-mail Address", and enter your new email address in the "Email Address" field. You may also notify us of changes in Mailing Address, Email Address and Other Information by sending an email to [CustomerService@FNBMichigan.com](mailto:CustomerService@FNBMichigan.com). Please note that you must provide us with an email address in order to use the e-Statement service.

#### **Joint Accounts**

If your FNBM account is owned jointly with another person, either one of you may consent to receive electronic disclosures and e-Statements and that person's election to access e-Statements shall apply to both of you. FNBM will automatically turn off the paper statement for that account after the first e-Statement has been made available unless you request to continue to receive your paper statements in addition to your e-Statements (please refer to **Requesting to Receive or Cancel Paper Statements in Addition to e-Statements**).

#### **Security**

You agree that FNBM shall not liable if you are unable to gain access to the website or FNBM system from time to time. You understand that some or all of the e-Statement services and/or other FNBM system services may not be available at certain times due to maintenance and/or computer, communication, electrical or network failure or any other causes beyond FNBM's control.

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your e-Statement for each of your FNBM accounts as soon as you can access it. You agree to protect the confidentiality of your account and account number and your personal identification information. You understand that personal identification information by itself or together with information related to your account, may allow unauthorized access to your account. You acknowledge that the internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the internet and potentially can be monitored and read by others. We can not and do not warrant that all data transfers utilizing the internet, or email transmitted to and from us, will not be monitored or read by others. In order to help protect your personal information, we recommend that you install firewalls, anti-virus, and spyware protection software (and update as required) on your computer. We also recommend that you update your operating system and browser application on a periodic basis to better protect your computer and online banking sessions. For additional online security information, please review the basic online security link information posted on our web site [www.fnbmichigan.com](http://www.fnbmichigan.com) on the main page. FNBM does not warrant the security or confidentiality of any information transmitted through any applicable Internet service provider, information/communication network service provider, network system or such other equivalent system in any jurisdiction via e-Statements.

You agree that you shall not disassemble, decompile, copy, modify or reverse engineer any FNBM proprietary software or allow anyone else to do so.

#### **Password Security**

Your User ID and password that are used to access Online Banking services should be kept confidential. We strongly recommend that you change your password regularly. You are responsible for keeping your password, account numbers and other account data confidential.

## **System Requirements**

In order for you to access and retain your e-Statement records, your system must meet the following requirements:

- Internet access
- An Internet browser that supports 128-bit encryption
- A certified/supported browser

If your browser does not support 128-bit encryption, you must upgrade it in order to access the Online Banking secure pages to allow access to your e-Statements. The most updated list of the certified/supported browsers for our Online Banking service is posted on our website. Please visit [www.ibankunited.com](http://www.ibankunited.com) and refer to "Encryption and Browsers". We strongly discourage you from using unsupported browsers as they may not allow our Online Banking product to function or display properly and may fail to meet our security requirements. To print or download disclosures and e-Statements you must have a printer connected to your PC or sufficient hard-drive space to save the disclosure or e-Statement.

## **Change in Terms**

The Bank reserves the right to change the terms and conditions of this agreement (including fee schedule) at any time, which includes the addition and deletion of e-Statement services. We shall update this agreement on our website and may notify you of such changes by mail or electronic message to your most recent address listed on our records. The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. By using the e-Statement service when the changes become effective, you agree to be bound by the revised terms and conditions contained in this agreement or you can decline the changes by discontinuing the use of the e-Statement service and notifying us of your election by e-mail or regular mail. The Bank reserves its right to terminate this Electronic Statement Disclosure Agreement and your access to the e-Statement service, in whole or in part, at any time, including but not limited to when customers have not logged in to use Online Banking services for over 180 days.

## **Your Right to Withdraw Consent**

You have the right to withdraw your consent to have your statements provided in an electronic form by going to the e-Statement "Account Summary" screen and un-checking the "Enable Electronic Statements" box. We will then discontinue e-Statement service for that account and you will receive paper statements for subsequent statement periods.

There is no fee to discontinue your e-Statement service and to revert to receiving paper statements for your account(s).

## **Disclaimer of Warranty and Limitation of Liability**

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the e-Statements provided to you under the Agreement. We do not and can not warrant that the e-Statement service will operate without error, or that the e-Statement service will be available at all times. Except as specifically provided in this Agreement, or otherwise required by Law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under the Agreement or by reason of your use of the e-Statement service, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory. FIRST NATIONAL BANK OF MICHIGAN makes no warranty that:

- The service will be uninterrupted, timely, secure or error-free
- The service will meet your requirements
- The results that may be obtained from the use of the service will be accurate or reliable
- The quality of any products, services, information or other material purchased or obtained by you through the service will meet your expectations
- Any errors in the software will be corrected
- FIRST NATIONAL BANK OF MICHIGAN shall 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 intangible losses resulting from:
  - The use or the inability to use the service
  - The cost of procurement of substitute goods and services resulting from any goods, data information or services purchased from the service
  - Unauthorized access to your transmission
  - Unauthorized alteration of your data
  - Statements or conduct of the third party service provider
  - Any other matter relating to the service

FIRST NATIONAL BANK OF MICHIGAN cannot control information on other web sites. We are not responsible for the content or privacy of web sites linked from FIRST NATIONAL BANK OF MICHIGAN's web sites. Please review the privacy policy of the service provider.

## **Our Right to Terminate**

You agree that we can terminate the e-Statement service and revert to printed statements for any reason at any time.

## **Communications between FIRST NATIONAL BANK OF MICHIGAN and You**

You can use e-mail to communicate with FNBM by clicking on the Contact Us link on our web site [www.ibankunited.com](http://www.ibankunited.com). However, e-mail is not available to initiate transactions on your accounts. Since we may not receive it immediately, you should not rely on e-mail if you need to communicate with us right away (e.g., to report an unauthorized transaction). If you need to contact us immediately, you can call us at 1-269-349- 0100, Monday through Friday from 9:00 a.m. – 5:00 p.m. EST

## **Requesting a Paper Copy of Your Account Statement**

You can request a paper copy of your account statement by logging in to FNBM's Personal Online Banking, going to "Account Services", and completing the applicable section of the "Account Service Request Form". A \$5 fee per statement copy will be assessed to your account.

## **Additional Terms and Conditions of your Electronic Statement Disclosure Agreement**

This Agreement is in addition to the terms and conditions described in the "FIRST NATIONAL BANK OF MICHIGAN Online Banking Service Agreement", the Consumer and Business Account Agreement and Disclosures; corresponding fee schedules; or any other documentation which relates to your account(s), collectively referred to as the "Master Agreement", that were given to you at account opening. To the extent that this Agreement is inconsistent with any of the terms and conditions contained in the Master Agreement, the terms and conditions of this Agreement shall control with respect to e-Statements. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make and for other restrictions that might impact your use of an account with e-Statements and Online Banking. If you should need another copy of a disclosure, please contact us through our web site at [www.ibankunited.com](http://www.ibankunited.com) or call our Customer Service Representatives at 1-269-349-0100 between 8:00 a.m. and 5:00 p.m. Eastern Time (EST), Monday through Friday, or write to our Customer Service at 348 W. Michigan Avenue Kalamazoo, MI 49007

## **BILLING RIGHTS SUMMARY**

### **In Case Of Errors Or Questions About Your Account Statement:**

If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address shown on the face of this statement as soon as possible. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information.

1. Your name and account number.
2. The dollar amount of the suspected error
3. Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about. You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your statement that are not in question. While we investigate your questions, we cannot report you as delinquent or take action to collect the amount you question.
- 4.

### **EXPLANATION OF BALANCE ON WHICH FINANCE CHARGE IS COMPUTED**

We calculate the FINANCE CHARGE on your account by multiplying the daily balance of your account, including current transactions, by the daily periodic rate each day during the billing cycle. This gives us a daily finance charge. Then we add together each daily finance charge to derive a total **FINANCE CHARGE** for the billing cycle. To get the daily balance on which each daily finance charge is computed, we take the beginning balance of your account each day, add any new advances, and subtract any payments and credits or unpaid finance charges. The "average daily balance" shown on the front of this statement is for purposes of illustration only. To validate the amount of your finance charge, multiply the number of days in the billing cycle by the average daily balance shown, then multiply the product by the daily periodic rate.

\*Note: If the statement closing date falls on a Friday or on any business day immediately prior to a non-business day, the number of days in the billing cycle will include the subsequent number of non-business days until the next business day, and the finance charge will continue to accrue. However, the number of days in the next billing cycle will not include any days included in the prior cycle.

### **IN CASE OF ERROR OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

If you need more information about an electronic transfer appearing on this statement, or if you think your statement or receipt is wrong, please telephone or write us as soon as possible at the phone number or address designated on the front of this statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problems appeared.

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

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will re credit your account or the amount your think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

If you would like to confirm that an automatic deposit to your account has been made as scheduled, you may call us during normal business hours at the phone number designated on the front of this statement.