



INTERNET BANKING AGREEMENT AND DISCLOSURE

Part 1- Netteller Agreement

Introduction

This Netteller Agreement sets forth the terms and conditions governing the provisions of Internet banking services to you. This Netteller Agreement describes your and our rights, responsibilities and obligations.

Setup and Access to Netteller Services.

Eligible Accounts. In order to activate your Netteller Services, you must have at least one eligible account (i.e. checking, savings, loan and/or certificate of deposit) with us. We will provide you with instructions on how to set up the Netteller Services.

Limits on Internet Banking Transactions. You must have enough available money or credit in any account from which you instruct us to make a payment or transfer. If any of your qualifying accounts are money market or savings accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than 6 in any specified period. The specified period for money market accounts is the monthly statement period. The kinds of withdrawals covered by this limitation are those made by means of preauthorized or automatic transfers and payments or telephone agreement. A total of only 3 of these kinds of withdrawals may be made by check, draft, debit card, or similar order payable to third parties. You also agree to the "Disclosure of Interest, Fees and Account Terms" that you received when you opened your deposit account. You can request another one of these at the time you fill out your Netteller application.

User ID and PIN. Upon enrollment in the Netteller Services, we will assign a Netteller ID and Personal Identification Number (PIN). For security purposes, you will be prompted to change your PIN the first time you sign on to the Netteller Services. The Bank reserves the right to cancel and/or require you to change your user ID and PIN from time to time for security reasons. You should keep your user ID and PIN in a secure location. Any person having access to your user ID and/or PIN will be able to access the Netteller Services and perform all transactions, including reviewing account information and making transfers to other accounts.

Service Charges. You must also pay the service charges, if any, provided in this Agreement. All charges provided in the applicable Account Agreement continue to apply.

Description of Service. You can use Netteller banking to access your account(s) to view account balances, review recent transactions, transfer money between deposit accounts (other than Time Accounts [CD's]) and certain credit accounts, order stop payments, and download statement information. You may also communicate with us by e-mail. These activities are limited to the extent noted below and in the agreements governing your various accounts. Your ability to transfer funds from certain accounts is limited by federal law and the applicable account agreements. You should refer to these agreements for legal restrictions and service charges applicable for excessive withdrawals and transfers. Transfers made using the Netteller Services are subject to limitations of all applicable account agreements. We will provide you with instructions on how to use the Netteller Services.

Availability of Service. Netteller Services are generally accessible 24 hours a day, seven days a week. Netteller Services may be inaccessible for a reasonable period of time on a weekly basis for system maintenance. We shall not be liable under this Agreement for failure to provide access due to catastrophic system failure at the Bank, or at an Internet provider, or due to other unforeseen acts. Your access to Netteller Services shall be determined in the sole discretion of the Bank. Subject to applicable law, the Bank reserves the right to modify, suspend, or terminate access to the Netteller Services at any time and for any reason without notice or refund of previously incurred fees.

Equipment Requirements. In order to use the Nettle Services, you will need a computer with Internet access and a web browser (such as Netscape Navigator® version 3.0 or higher, Microsoft Internet Explorer® version 3.0 or higher, or an equivalent). We are not responsible for the set-up, support, or hardware needed for you to connect to the Internet. Except as specifically required in this Agreement or by applicable law, you agree that neither we nor any of our service providers shall have any liability whatsoever for any damage, whether direct, indirect, special or consequential or otherwise, including economic, property, personal, or other loss or injury, whether caused by hardware or software or system wide failure, or resulting from the installation, use, or maintenance of the equipment, software or other items necessary to operate the Nettle Services.

Netteller Banking Services

Transfers Between Accounts and Preauthorized Transfers. You may transfer funds in any amount between \$1.00 and \$99,999.99 (i) between Deposit Accounts (other than time accounts [CD's]), or (ii) from deposit accounts (other than time accounts) to credit accounts designated for transfers in the Application, as provided on screen. When you schedule a transfer, you authorize us to withdraw funds from your deposit account (the "sending account") and to deposit funds or make payment to the account designated to receive the transfer (the "receiving account"). Transfers may be scheduled to occur on the business day initiated, or at a later date. You may also schedule recurring transfers of the same amount from the same sending account to the same receiving account at regular intervals (such as monthly or weekly). Transfers are made on the business day you schedule the transfer as long as you initiate the transfer before 7:15 p.m. Eastern Standard Time (EST). Transfers initiated after 7:15 p.m. EST, or on a day other than a business day will be made on the next business day. We may refuse to act on your instruction if, on the date you schedule the transfer, sufficient funds are not available in your deposit account. You can delete or change ("edit") any one-time or recurring transfer requested through the Nettle Banking Services before 7:15 p.m. EST, on the business day before the transfer is scheduled to be made, as provided on screen after clicking on the "View List of Transfers" link for the account. Transfers will be described in the regular periodic statement for your account.

Stop Payments. You may stop payments on checks drawn on deposit accounts online by clicking onto the "Enter Stop Payment" link for the deposit account, completing the requested information and submitting the stop payment. You must make your stop payment order in time for us to receive and have a reasonable opportunity to act on your request. You must also print the stop payment confirmation, sign it, and mail it to Superior National Bank, Bookkeeping Dept., P.O. Box 450, Hancock, MI 49930. We may honor your order when made online, *but must receive your written confirmation within 14 days of the online request.*

View and Download Account Information. You may view account information. Your account balance is generally current as of 9:00 p.m. EST the previous business day, and may not include current transactions (such as checks cashed at a teller today). In addition, your account balance may show funds that have been credited to your account, but are not yet available for withdrawal or advance. Nettle Banking displays an "Available Balance" that includes any memo posted transactions that occur throughout the business day. A "memo posted transaction" is a temporary credit or debit to your account that is not yet final and is subject to correction. You may review the history of past transactions on your accounts over the previous 180 days. You may also download account information in the following formats:

- (i) Open Financial Exchange (.OFX - for Microsoft® Money);
- (ii) Personal Finance (.QIF)
- (iii) Spreadsheet (.CSV)
- (iv) Word Processing (.TXT)
- (v) Intuit Quicken (.QFX)
- (vi) Intuit Quickbooks (.QBO)
- (vii) Intuit Quickbooks (.IIF)

Electronic Mail. You may send e-mail messages to us. You can use e-mail to contact us about inquiries, maintenance and/or problem resolution issues. E-mail is not a secure method of communication over the internet. We recommend you do not send confidential information by e-mail. There may be times when you need to speak with someone immediately (especially to report a lost or stolen user ID or PIN). In these cases, do not use e-mail. Instead, you may call us during the business day at (906) 482-0404. E-mail may not be used to make transfers or stop payment requests. Nettle does have a secured message center. Click on "Contact" from the menu bar and click on "New Message". This is a secure way to contact us. **DO NOT USE THIS IF YOU NEED TO NOTIFY US IMMEDIATELY (ESPECIALLY TO REPORT A LOST OR STOLEN USER ID OR PIN, OR ANY SUSPICIOUS ACTIVITY ON YOUR ACCOUNT). CALL US AT (906) 482-0404 ext 222.**

Your Rights and Responsibilities.

Authorized Use of Services by Other Persons. You are responsible for keeping your user ID, PIN, and account data confidential. We are entitled to act on transaction instructions received using your user ID and PIN, and you agree that the use of your user ID and PIN will have the same effect as your signature authorizing the transaction(s). If you authorize other persons to use your user ID or PIN in any manner, your authorization will be considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization and changed your user ID and PIN, and you are responsible for any transactions made by such persons until you notify us that transfers by that person or instructions regarding your account(s) are no longer authorized and we have a reasonable opportunity to act upon the change of your user ID and PIN.

Consumer Liability for Unauthorized Transfers from Deposit Account. Please tell us AT ONCE if you believe your user ID or PIN has been lost or stolen. Telephoning is the best way of keeping your potential losses down. You could lose all the money in your deposit account(s). If you tell us within two business days, you can lose no more than \$50 from your deposit account if someone used your user ID or PIN without your permission. If you DO NOT tell us within two business days after you learn of the loss or theft of your user ID or PIN, and we can prove that we could have stopped someone from using your user ID or PIN without your permission if you had told us, you could lose as much as \$500. If you think your deposit account statement is wrong or if you need more information about a transfer listed on the deposit account statement, write to us at Superior National Bank, P.O. Box 450, Hancock, MI 49930, or call us during the business day at (906) 482-0404 or toll-free at 1-866-482-0404 as soon as possible.

1. We must hear from you no later than 60 days after we sent the FIRST deposit account statement on which the problem or error appeared. Please include:
 - a. Your name and deposit account number.
 - b. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
 - c. Tell us the dollar amount of the suspected error.
2. If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days after we hear from you.
3. We will tell you the results of our investigation within 10 business days and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.
4. We will tell you the results within 3 business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

The Account Agreement for your Credit Account governs Credit Account errors or problems.

The Bank's Responsibilities.

Limitations of Our Responsibility for Processing Transactions. There are some exceptions to our liability for processing transactions on your deposit accounts. For instance, we will not be liable:

- (1) if, through no fault of ours, you do not have enough money in your deposit account to make the transfer, or
- (2) if the funds in your deposit account were restricted or the transfer cannot be made because of legal restrictions affecting your deposit account, or
- (3) if the systems were not working properly and you knew about the breakdown when you started the transfer, or
- (4) if circumstances beyond our control (such as interruption of telephone service or telecommunication facilities, or natural disaster such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken, or
- (5) if you have not properly followed the instructions for using our Nettleter Services, or
- (6) if your operating system or software was not properly installed or functioning properly, or
- (7) there may be other exceptions stated in our agreement with you.

Our sole responsibility for an error in a transfer will be to correct the error, but in no case will we be liable for any indirect, special, incidental or consequential damages. In States which do not allow the exclusion or limitation of liability for indirect, special incidental or consequential damages, our liability is limited to the extent permitted by applicable law.

Things for Which We Will Not Be Responsible and Further Limitations on Our Liability.

We will not be responsible for the following matters, or for errors or failures of our Nettleter Service as a result of any of the following.

Access. We will not be liable under this Agreement for failure to provide access or for interruptions in access to our Nettleter Service due to a system failure or due to other unforeseen acts or circumstances.

Your Computer Equipment and Your Financial Management Software. We will not be responsible for any errors or failures from any malfunction of your computer or any computer virus or other problems related to your computer equipment used with our Nettleter Services. We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Netscape Navigator®, Microsoft Explorer®, or otherwise), your Internet service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with the Nettleter Services.

Warranty Limitations. Warranties of Fitness and Merchantability. THE BANK MAKES NO WARRANTY, EXPRESSED OR IMPLIED, TO YOU CONCERNING NETTELLER SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

Confidentiality.

We will disclose information to third parties about your account or the transfers you make:

- (a) where it is necessary for completing transfers, or
- (b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (c) in order to comply with government agency or court orders, or
- (d) if you give us written permission.

Changes in Terms and Other Amendments

You agree to be bound by any amendments or modifications to this Agreement after notice has been sent to you by regular mail and/or electronic mail at your last known address contained in our records, which may include your e-mail address, or upon our posting of such notice in the lobby of our branch offices. Where prior notice of a change in terms is required by applicable law, we will send notice to you by the required number of days in advance of the effective date of the change.

Termination.

You are responsible for complying with all the terms of this Agreement and with the terms of the Account Agreement governing the accounts which you access using Nettleter Services. We can terminate your Nettleter Services under this Agreement for any reason at any time without notice to you, including, and without limitation, if you do not pay any required fee when due, if you do not comply with this Agreement or any Account Agreements, or if any account or other account you have with us is not maintained in good standing. You may terminate your Nettleter Services with 30 days prior notice to us by e-mail or writing us at Superior National Bank, P.O. Box 450, Hancock, MI 49930, or calling us during the business day at (906) 482-0404 or toll-free at 1-866-482-0404. This cancellation applies only to your Nettleter Service and does not terminate your other relationships with us.

Geographic Restrictions and Governing Law.

Superior National Bank & Trust Company is located in the State of Michigan. Our products and services are provided subject to Michigan and Federal law and are only available to existing customers and those located in our geographic markets defined as the cities and counties surrounding our branch offices.

Ownership of Web Site.

The content, information and offers on our web site is copyrighted by Superior National Bank & Trust Company, Hancock, Michigan and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited.

Scope of Agreement.

This Agreement represents our complete agreement with you relating to our provision of the Nettleter Services. No other statement, oral or written, including language contained in our web site, unless otherwise noted, is part of this Agreement.

Part 2 – Bill Payment Agreement

1. This Agreement sets forth the terms and conditions governing the provisions of the internet bill paying service currently known as Bill Payment.
2. I understand I will have the ability to pay my bills and make other payments through the Bill Payment service.
3. With this service, I can initiate and authorize payments from my designated checking account to my designated payees. I may also request copies of paid checks and place stop payments on the processed payments through Bill Payment.
4. Service charges for the consumer customers:

Copies of paid checks.....	\$2.00 / item
Stop payment fee.....	\$27.50 / item
Fee for overdrafts (includes electronic funds transfers) paid or returned....	\$27.50 / item

5. I authorize the Superior National Bank to post payment transactions generated through Bill Payment to the checking account I have indicated.
6. I understand that payments may take up to 10 days to reach the vendor and they will be sent either electronically or by check. Bills do not get paid on holidays or weekends. All bills will be paid BEFORE the weekend or the last working day BEFORE the holiday.
7. I understand that all Bill Payment payments are processed twice a day. The 1ST processing begins at 3:00 a.m. EST and the 2nd processing begins at 1:00 p.m. EST. Any payment entered after 3:00 a.m. EST and before 1:00 p.m. EST will be processed the same day.
8. Superior National Bank will not be held liable for any service fee or late charges levied against me unless they are found to be at fault.
9. I understand that I am responsible for any loss or penalty that I may incur due to lack of sufficient funds or other conditions that prevent the withdrawal of funds from my account.
10. I understand that I am in full control of my account. If, at any time, I decide to have this bill paying service discontinued, I will provide written notification to Superior National Bank.
11. My use of internet Bill Payment signifies that I have read and accepted the terms and conditions of Bill Payment and Nettleer.

"I agree that my enrollment in Superior National Bank's Internet Banking Service will be subject to the terms of the Internet Banking Agreement, which is displayed above, and I acknowledge that I have read and understand the Agreement and agree to the terms of the Agreement and choose to accept this electronic version of the Agreement."

[I AGREE](#)

[CANCEL](#)

You may print this agreement by selecting PRINT on your browser's tool bar.

Superior National Bank
235 Quincy Street
PO Box 450
Hancock, MI 49930
Member FDIC
8-1-2009