

# Online Service E-Sign Disclosure and Online Banking Agreement and Disclosure



Consumer (Personal) Accounts

## ONLINE SERVICE E-SIGN DISCLOSURE

This E-Sign Disclosure and Consent Agreement (“Agreement”) applies to all Communications and required disclosures relating to products, services and Accounts offered or accessible through the Online Service that are not otherwise governed by the terms and conditions of an electronic disclosure and consent.

The words “we”, “us”, and “our” refer to Superior National Bank & Trust Company (“SNB”), and the words “you” and “your” mean you, the individual(s) or entity identified on the Account(s). As used in this disclosure, “Account” means the accounts, products or services you have with us. “Communication” means any customer agreements or amendments thereto, monthly billing or account statements, tax statements, disclosures, notices, transaction histories, privacy policies, and all other information related to the Account, including but not limited to information we are required by law to provide to you in writing. “Online Service” means the online banking services offered by SNB.

**Scope of Communications to be Provided in Electronic Form.** You agree that we may provide you with any Communications that we may choose to make available in electronic format, to the extent allowed by law, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and disclosures includes but is not limited to:

- All legal and regulatory disclosures and Communications associated with the Account.
- Notices or disclosures about changes in the terms of your Account.
- Privacy policies and notices.
- Monthly (or other periodic) billing or account statements for your Account or such other Communication we may include from time to time.

**Method of Providing Communication to you in Electronic Form.** All communications that we provide you in electronic form will be provided either (1) via e-mail – any confidential information sent through email will be sent using a secure email system, which will require you to establish a password to access the document, (2) by access to our website at [www.snb-t.com](http://www.snb-t.com), (3) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purposes, or (4) by requesting you download a PDF containing the Communication.

**How to Withdraw Consent.** You have the right to withdraw your consent as to electronic Communications relating to your current transaction by cancelling your transaction before completing it. Note that cancelling your current transaction does not withdraw your consent to use of electronic records for other transactions, accounts, products, or services. You have the right to withdraw your

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consent as to electronic Communications relating to all of your accounts, transactions, products, and services available online (via our website or mobile app) by calling 866-482-0404. If you withdraw your consent to the use of electronic Communications for all of your accounts, transactions, products, and services available online, this will terminate your online banking access through our website and mobile app. If you want to receive your electronic Communications in electronic format after you withdraw your consent as indicated above, you must affirmatively consent again and re-confirm your ability to receive communications in electronic format. Note that at our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

**How to Update Your Records.** It is your responsibility to provide us with true, accurate, and complete e-mail address, contact, and other information related to this Disclosure and your Account(s), and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) by contacting us at 866-482-0404.

**Hardware and Software Requirements.** In order to access, view, and retain electronic Communications that we make available to you, you must have:

- A personal computer with the capability to access the Internet;
- Internet browser that supports 128 bit encryption;
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
- An e-mail account with an Internet service provider and email software in order to participate in our electronic communications program;
- Software that enables you to view files in the Portable Document Format (PDF) – specific to online banking and e-statements; and
- Software that enables you to view files in the HTML (Hypertext Markup Language) – specific to online account opening.

**Requesting Paper Copies.** We will not send you a paper copy of any Communication unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us by telephone or e-mail (through the online banking website). We may charge you a reasonable service charge for the delivery of paper copies of any Communication provided to you electronically pursuant to this Disclosure. We reserve the right, but assume no

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obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

**Communication in Writing.** All Communication in either electronic or paper format from us to you will be considered “in writing.” We recommend that you print or download and retain a copy of this Disclosure and any other Communication that is important to you.

**Federal Law.** You acknowledge and agree that your consent to electronic Communication is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce (“E-SIGN”) Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

**Termination/Changes.** We reserve the right, at our sole discretion, to discontinue the provision of your electronic Communication, or to terminate or change the terms and conditions on which we provide electronic Communication. We will provide you with notice of any such termination or change as required by law.

## ONLINE BANKING AGREEMENT AND DISCLOSURE Consumer (Personal) Accounts

### I. Introduction

Superior National Bank & Trust (SNB) is pleased to provide our Customers with Online Banking Services. This Online Banking Agreement and Disclosure sets forth the Terms and Conditions governing the provisions of Online Banking services to you. Current Online Banking services include: Online Banking, External Transfers, BillPay, eDelivery, People Pay, Personal Finance, Mobile Banking, Text Banking and Mobile Deposit. This Agreement describes your and our rights, responsibilities and obligations. The terms of this Agreement are in addition to those that apply to any account or service you have with SNB, your Account Agreement, and our Privacy Policy. SNB, in its discretion, may modify this Agreement and Disclosure at any time.

### II. Definitions

As used in this Agreement, the following words have the meanings given below:

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“Account(s)” – Your eligible SNB checking, savings, loan, or certificate of deposit information and other SNB products that can be accessed through Online Banking.

“Available Balance” – The current account balance minus any pending holds for deposited or cashed checks, memo posts (e.g. debit card authorization for a purchase), overdraft protection balances (bounce protection or line of credit) and/or any holds for legal process or other freezes on your Account authorized by the Deposit Account Agreement. Please refer to the Deposit Account Agreement for more information.

“Business Day” – Monday through Friday, excluding federal holidays.

“Current Balance” – Ledger Balance and any pending activity.

“Services” – The Services contemplated by these Terms and Conditions and any related Software (“Software”) provided by us to you.

“Processing Date” – The Business Day on which your Account is debited or credited.

“You” and “Yours” – Each person with authorized access to your Account(s) who applies and uses the Online Banking service.

(“SNB”, “us”, “we”, “our”, “Bank”) – Superior National Bank and Trust

### III. Setup and Access to Personal Online Banking-MySNB

A. Eligible Accounts – In order to gain access to any of our Online Banking Services, you must have at least one eligible account (i.e. checking, savings, loan, and/or certificate of deposit) with SNB. You must also have the recommended hardware, software and compatible devices. This is updated on a regular basis and can be found on our website at [www.snb-t.com](http://www.snb-t.com). Enroll in Online Banking Services by navigating to [www.snb-t.com](http://www.snb-t.com) and select Enroll Now. You will create a User ID and Password. If identifying criteria passes security, you will be able to access your accounts. If security fails, we will contact you within 1-3 business days to verify your information and finish the enrollment. You must be an authorized signer, or have explicit written authority from an authorized signer for each account that you wish to access through Online Banking.

B. User ID, Password and Security – Upon enrollment in Online Banking, you create a distinct Online Banking ID and Password. The Bank reserves the right to cancel and/or require you to

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change your User ID and Password from time to time for security reasons; at this time, each user will be prompted to change their Password every 365 days. You should keep your log-in information in a secure location. Any person having access to your User ID and/or Password will be able to access the accounts you have registered and perform all transactions, including, but not limited to, reviewing account information and making transfers to other accounts.

MySNB utilizes Advanced Login Authentication (ALA) security measures to identify all users. In addition to your User ID and Password, the other components consist of:

- Complex Device Profiling-Evaluates customer and device behavior for consistency
- Out-of-Band Authentication (OOBA)-Identity is verified through the use of a one-time use security code that is provided outside the online channel through either an automated voice call or a text message to a number housed in our secure system.
- Out-of-Wallet Questions-Customers have the ability to answer a multiple choice quiz that is dynamically created from over 50 sources of public data.

Additional security measures include many mandatory alerts, User ID harvesting prevention, last sign on date and sign on attempts, and more.

- C. Service Charges – There are no fees for using any standard Service provided by SNB’s Online Banking product. All fees/charges applicable in your Account Agreement also apply along with any fees disclosed in our Fee Schedule. Please see our current Fee Schedule and your Account Agreement for details on these charges.
- D. Availability of Service – Online Banking Services are generally accessible 24 hours a day, seven days a week; they may be inaccessible for a reasonable period of time on a weekly basis for system maintenance. In addition, SNB is in maintenance mode between 9:00 p.m. and 11:00 p.m. each business day; you may experience some difficulty performing some functions within your Online Banking Services during this time period. 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 Online Banking 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 Online Banking at any time and for any reason without notice or refund of previously incurred fees.

## IV. Your Rights and Responsibilities

- A. Authorized Use of Services by Other Persons – You are responsible for keeping your User ID, Password, and account data confidential. We are entitled to act on transaction instructions received using your User ID and Password, and you agree that the use of your credentials will

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have the same effect as your signature authorizing the transaction(s). If you authorize other persons to use your User ID or Password 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 credentials. 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 Password.

- B. Consumer Liability for Unauthorized Transfers from Deposit Account – Please inform us IMMEDIATELY if you believe your User ID and/or Password has been lost or stolen. Telephoning is the best way to limit your potential losses; there is the potential of losing all of the money in your deposit account(s). If you inform us within two business days after you have learned of the loss or theft, you can lose no more than \$50 from your deposit account; however, if we are NOT informed within two business days and we can prove that we could have stopped someone from using your login credentials 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 transaction listed on the deposit account statement, contact us immediately: (i) Write to us at Superior National Bank, P.O. Box 450, Hancock, MI 49930, (ii) Call us during normal business hours at (906) 482-0404 or toll-free at 1-866-482-0404, or (iii) please use one of two methods to send us a secure email message:
1. While logged into Online Banking, click on Contact us in the Customer Service tab and fill message out accordingly or
  2. Click on the **Contact** link found on the homepage of our website, then **Secure Form** to contact us (you will need to register) – this will allow you to send a secure message directly to the Online Banking Inbox. E-mail may not be used to make transfer or stop payment requests. If you need to contact us immediately, please call during normal business hours.
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. This formal complaint must include:
- a) Your name and deposit account number.
  - b) Describe the error or the transaction 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.



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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.*

## V. The Bank's Responsibilities

- A. 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 if:
  1. Through no fault of ours, you do not have enough money in your deposit account to make the transfer
  2. The funds in your deposit account were restricted or the transfer cannot be made because of legal restrictions affecting your deposit account
  3. The systems were not working properly and you knew about the breakdown when you started the transfer
  4. 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
  5. You have not properly followed the instructions for using our Online Banking Services
  6. Your operating system or software was not properly installed or functioning properly

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.

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- B. 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 Online Banking Services as a result of any of the following:
1. Access – We will not be liable under this Agreement for failure to provide access or for interruptions in access to Online Banking due to a system failure or due to other unforeseen acts or circumstances.
  2. 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 Online Banking 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 (Mozilla Firefox®, Microsoft Internet Explorer®, Google Chrome® 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, mobile devices, computer hardware and modem) to access or communicate with any of our Online Banking Services.
  3. Warranty Limitations – Warranties of Fitness and Merchantability. The bank makes no warranty, expressed or implied, to you concerning Online Banking 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.
- C. Confidentiality – We will disclose information to third parties about your account or the transfers you make:
1. Where it is necessary for completing transfers, or
  2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
  3. In order to comply with government agency or court orders, or
  4. If you give us written permission.
- D. 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, our website, 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.



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- E. 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 Online Banking Services. We can terminate your Online Banking 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. Online Accounts will be changed to Inactive after 6 months of not logging into the online or mobile application. After one year of non-use, the Online Banking Account will be cancelled. You may terminate your Online Banking Services with 30 days prior notice to us by secure e-mail (see page 6, section B), by writing to us (Superior National Bank P.O. Box 450 Hancock, MI 49930), or by calling us during normal business hours at (906) 482-0404 or toll-free at (866) 482-0404. This cancellation applies only to your Online Banking Service and does not terminate your other relationships with us.
- F. 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.
- G. 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.
- H. Scope of Agreement – This Agreement represents our complete agreement with you relating to our provision of the Online Banking Services. No other statement, oral or written, including language contained in our web site, unless otherwise noted, is part of this Agreement.

## VI. Services

### Part A- Online Banking Agreement

1. **Description of Online Banking** Online Banking can be used to access your account(s) to view account balances, review recent transactions, transfer money between deposit accounts (other than Time-Deposit Accounts-[CDs]) and certain credit accounts, request stop payments, and view statement information. You may also communicate with us by e-mail. These activities are limited

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to the extent noted below and in the agreements governing your various accounts. Transfers made using Online Banking are subject to limitations of all applicable account agreements.

2. **Limits on Online Banking Transactions** Any account that you wish to make a payment or transfer funds from must have sufficient funds to cover the transaction. If any of your qualifying accounts are savings accounts or money markets then certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than 6 in any calendar month. The kinds of withdrawals covered by this limitation are those made by means of preauthorized/automatic transfers, payments, withdrawals may be made by check, draft, debit/ATM card, or similar order payable to third parties or telephone transfers. In addition, 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 copy of this disclosure at any time, at any branch location. 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.
3. **Equipment Requirements** A connection to the Internet and a web browser (such as Microsoft Internet Explorer®, Mozilla Firefox®, Safari®, or Google Chrome®) are required to access Online Banking. Please visit our website [www.snb-t.com](http://www.snb-t.com) to see up-to-date hardware and software requirements. SNB is not responsible for the set-up, support, or hardware needed for you to connect to the Internet. Access to a landline or a cell phone are recommended to complete the step-up security authentication. 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 Online Banking.
4. **Services**
  - a) **Transfers Between Accounts and Preauthorized Transfers** – You may transfer funds in any amount between \$.01 and \$99,999.99: (i) between Deposit Accounts (other than CDs) or (ii) from deposit 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

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scheduled to occur immediately 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 made BEFORE 8:50 p.m. ET will be performed on the current business day. Transfers initiated AFTER 8:50 p.m. ET, or on a non-business day, will be executed 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. Because transfers take effect immediately on the day they are scheduled for, they cannot be deleted or changed (“edited”). Transfers scheduled for a later date can be deleted or changed (“edited”) any time up to BEFORE the transfer is scheduled to be made; this would be done on screen after clicking on the Pay and Transfer tab and selecting Scheduled transfers. Transfers will be described in the regular periodic statement for your account.

- b) Stop Payments – You may initiate a Stop Payment to be put on **checks** drawn on deposit accounts by clicking on the “Stop a check” link on the Customer Service tab of your online account. Please verify that the check you are stopping has not already cleared your account. Complete the requested information and submit. Once you click submit, the Stop Payment order will be in effect. Our standard Stop Payment fee will be deducted from your account. If you would like to stop an *automatic payment*, you must call us at 906-482-0404 ext. 1012.
  
- c) View and Download Account Information – All SNB accounts that you are an authorized signer on or that you have authorization to view can be made available to you on Online Banking. Account balances are current as of 11:00 p.m. ET the previous business day. Automatic transactions (such as debit card purchases and ATM withdrawals) may display in real-time; checks may clear your account but not be available for viewing until the bank’s update between 9:00 and 11:00 p.m. In addition, your account balance may show funds that have been credited to your account, but are not yet available for withdrawal or advance. Online Banking displays a “Current Balance” and an “Available Balance”. 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 up to the previous 540 days. You may also download account information in the following formats:
  - Personal Finance (.qif)
  - Spreadsheet (.csv)
  - Quicken Software
  - PDF (.pdf)

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### 5. **Contact Us**

- a) **Electronic Mail** – Please use the email address: [ebanking@snb-t.com](mailto:ebanking@snb-t.com) to contact us about inquiries, maintenance, and/or problem resolution issues. If you will be sending us confidential information, please use one of two methods to send us a secure email message:
  - 1) While logged into Online Banking, click on Contact us in the Customer Service tab and fill message out accordingly or
  - 2) Click on the Contact link found on the homepage of our website, then Secure Form to contact us (you will need to register) – this will allow you to send a secure message directly to the Online Banking Inbox. E-mail may not be used to make transfer or stop payment requests. If you need to contact us immediately, please call during normal business hours.
- b) **Phone** – (906) 482-0404 ext. 1014 or (866) 482-0404 ext. 1014
- c) **U.S. Postal Mail** – Superior National Bank, P.O. Box 450, Hancock, MI. 49930

## **Part B – Bill Payment Agreement**

1. **Description of BillPay** SNB's BillPay Service gives you, the customer, and the convenience of paying your bills securely and easily from your Online Banking account. You must have an open, active checking account to partake in this Online Banking service. To enroll, navigate to the Pay and Transfers tab in your Online Banking. Select Pay Bills and complete the enrollment process. BillPay can only be accessed via your Online Banking account using the credentials used to access Online Banking.
2. **Payments**
  - a) **Payees** – Once enrolled, BillPay payees can be set up, edited or deleted by you via the Pay Bills option under the Pay and Transfer tab on your Online Banking account or under the More section on your MySNB Mobile Banking Application.
  - b) **Time Restrictions** – On each business day – BillPay processing takes place at 4 p.m. ET. Any payment entered BEFORE 4:00 p.m. ET will be processed the same business day. Any payments initiated AFTER 4:00 pm ET will be processed on the next business day. Payments

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may take up to 10 days to reach the vendor; they will be sent either electronically or by check. Bills are only generated and sent on Business Days; they do not get paid on holidays or weekends; all bills will be paid AFTER the weekend or the last working day AFTER the holiday, if the pay date or reoccurring scheduled payment falls on a non-working day. Monies for BillPay are deducted at the time of the payment processing with us.

### 3. Expedited Payments

- a) Terms and Conditions – This agreement represents the terms and conditions governing the Expedited Payment Service. This agreement is between Superior National Bank and Trust and you as a consumer of the Expedited Payment Service and is an addendum to your Online Banking and BillPay Agreement with us. Any capitalized terms used in this addendum are defined in the Online Banking and BillPay Agreement. Any references to "we", "us", or "our" includes any agent, independent contractor, designee, or assignee that Superior National Bank and Trust involves in the provision of the Expedited Payment Service, and any references to "you", "your", or "yours" includes you and any person authorized by you to access the Expedited Payment Service. Please review this entire document to ensure that you understand the full scope of rights and responsibilities associated with the Expedited Payment Service.
- b) Expedited Payment Service – This service allows you, based on the payment of a convenience fee, to submit payments to participating Merchants that will be posted to your account with that Merchant on an accelerated basis. Whether the payment is processed on a same Business Day or next Business Day basis depends on the parameters of the Expedited Payment Service, processing rules established by the participating Merchants, and the date and time of the payment.
  - 1) In order for an Expedited Payment to post on the same day, the Merchant must have enrolled in the Expedited Payment Service, and you must submit accurate and complete information for the payment. The payment must be submitted on a Business Day and prior to the Merchant's designated daily cutoff time. The cutoff time will be displayed to you before the payment is finalized. If you have missed the cutoff time for a particular Merchant, that Merchant will not be listed as being available for same Business Day processing.
  - 2) Expedited Payments submitted without complete or accurate information may be rejected or may not post on time.

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- 3) Expedited Payments submitted by you on a day other than a Business Day or submitted by you after the applicable Merchant's daily cutoff time will be posted the following Business Day. You will be charged a fee for each Expedited Payment you submit, regardless of whether the payment was properly submitted.

This is NOT a "pay anyone" service where you can make payments to any other party. With this service you can only make Expedited Payments to those Merchants that participate in the program and the payments you make under this service are subject to the rules of each Merchant as to how they define an expedited payment.

- c) Hours of Access – You can use the Expedited Payment Service seven days a week, twenty-four hours a day, although some or all services may not be available occasionally due to emergency or scheduled system maintenance, updates or repairs, or for other reasons beyond our control
- d) Expedited Payment Service Limits – You will not be able make an Expedited Payment for an amount greater than your Available Account Balance or BillPay limit at the time you attempt to schedule the payment. For risk management and security purposes, the Expedited Payment Service limits the number of payments and the total amount of payments that you may make per day. You will be given an error message and prevented from fully executing any transaction that exceeds these limits. We may modify these limits from time to time; however, for security reasons, we do not disclose the limits and we do not announce any modifications thereto. In any event, funds transfers in excess of the then applicable limits will not be completed.
- e) Fees and other Deductions – The Expedited Payment Service is a transaction-based service. For each Expedited Payment, a fee will be added to the amount of the transaction. There are no monthly or reoccurring fees associated with the service. You may also, for a fee, request us to send a check via overnight courier to complete certain payments. Checks sent in this manner will post to your account at the Merchant on the next Business day. Checks *cannot* be Expedited to a Post Office Box. Fees for this service are disclosed at the time each payment is scheduled. The Expedited Payment Services fees are in addition to whatever other fees we might normally apply.
- f) Periodic Statements – You will not receive a separate statement for transactions conducted through the Expedited Payment Service. These transactions will be noted on your regular periodic statement.



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- g) Electronic Communication – The Expedited Payment Service is an electronic banking service. You understand and accept that this addendum to your Online Banking and BillPay Services Agreement will be entered into electronically. The consent to receive electronic disclosures applies to all future required disclosures and any amendments, modifications or supplements in connection with the Expedited Payment Service. If you want a paper copy of this addendum and are unable to print it from your access device, you may request a copy by calling the Customer Service number noted in your Online Banking and BillPay Service Agreement.

You understand that to access and retain this disclosure and to use the Expedited Payment Service, you must have a personal computer or other approved device with internet access that meets our minimum system requirements as may be published from time to time on our website.

You understand and accept that we will electronically deliver to you records of your funds transfers and other transactions made through the Expedited Payment Service, including without limitation, confirmations of individual transactions and any other communication related to the Expedited Payment Service.

You understand and accept that we will electronically deliver to you any customer service communications, including without limitation, communications with respect to claims of error or unauthorized use of the Expedited Payment Service.

- h) Superior National Bank and Trust's Liability – If we do not complete a properly submitted Expedited Payment on time or in the correct amount according to your instructions, we will be liable only for any late fees and/or finance charges assessed against you for the late posting of such payment. Any fees or charges assessed on your total outstanding balance with that Merchant ("Penalties") are excluded.

We will not be liable for consequential damages that might arise from the payment not arriving in time. Additionally, we will not be liable, for instance:

- 1) If you did not provide us accurate information to successfully complete the payment.
- 2) If your Available Account Balance is not sufficient to complete the transfer.
- 3) If you are unable to schedule a payment because you have exceeded the daily risk management limits.
- 4) If you are unable to schedule a payment because the Merchant you wish to pay does not participate in this service.
- 5) If you are unable to schedule a payment because the system is unavailable.
- 6) If you schedule the payment for an incorrect amount.

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## Consumer (Personal) Accounts

- i) Payment Delivery Methods – Expedited Payments can be delivered electronically to a limited number of Merchants. Availability of electronic (same day) delivery will be limited based on Merchant capabilities, time of day, and other factors. Expedited overnight checks will be unavailable for delivery to P.O. Box addresses or locations in AK, HI, or any foreign or U.S. territory outside of the contiguous 48 states and District of Columbia. You are responsible for entering and verifying any address for an overnight check payment to ensure it is correct and is specified as a valid overnight package delivery address by the Merchant.

Due to the inherent need to expedite the payment, payment instructions that meet our requirements will begin processing immediately upon your submission of the request. You will not have the ability to edit or cancel any payment instruction after it has been submitted.

4. **Bill Delivery and Presentment** This feature, known as “eBills” is for the presentment of electronic bills, or “eBills” only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's eBill options, you also agree to the following:

- a) Information provided to the Payee – The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else’s information to gain unauthorized access to another person’s bill.
- b) Activation – Upon activation of the electronic bill feature the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills
- c) Notification – The Service will use its best efforts to present all of your eBills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically log on to the Service and check on the delivery of new eBills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.
- d) Cancellation of Electronic Bill Notification – The electronic Payee reserves the right to cancel the presentment of eBills at any time. You may cancel electronic bill presentment at any time.

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The timeframe for cancellation of your eBill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

- e) Non-Delivery of Electronic Bill(s) – You agree to hold the Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.
- f) Accuracy and Dispute of Electronic Bill – The Service is not responsible for the accuracy of your eBill(s). The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly. This agreement does not alter your liability or obligations that currently exist between you and your Payee(s).

**5. Terms and Conditions** By accepting this Online Banking Agreement and Disclosure and electing to participate in SNB's BillPay Service, you are also accepting the following Terms and Conditions as they relate to BillPay.

- a) I understand that I will have the ability to pay my bills and make other payments through the BillPay service.
- b) With this service, I can initiate and authorize payments from my designated checking account to my designated payees. I authorize Superior National Bank to post payment transactions generated through BillPay to the checking account I have indicated.
- c) I may request copies of paid checks and place stop payments on the payments processed through BillPay.

Copies of paid checks.....	\$2.00 / item
Stop payment fee.....	\$34.00 / item
Fee for overdrafts (includes electronic funds transfers) paid or returned	\$34.00 / item
- d) 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 AFTER the weekend or the first working day AFTER the holiday, if they are dated to be paid this way.
- e) I understand that all BillPay payments are processed at 4:00 p.m. ET. Any payment before 4:00 p.m. ET will be processed the same business day. Any payments initiated AFTER 4:00 pm ET will be processed on the next business day.
- f) 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.

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- g) 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.
- h) 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.
- i) My use of BillPay signifies that I have read and accepted the terms and conditions of Bill Payment and Online Banking.

## Part C – eDelivery Agreement

By Acknowledging this Agreement as well as indicating your desire, you are requesting and consenting to receive statements, notices, and documents for your SNB account(s) by electronic delivery. These electronic documents are called “eStatements” or “eDocs”.

1. **Description of eStatements** eStatements are SNB’s Electronic Statements and Notices. You can enroll to receive these documents in electronic format on your Online Banking by navigating to the Accounts tab and selecting Statements. You will have to agree to the disclosure by submitting the confirmation code provided at the bottom of the disclosure. By submitting this confirmation code, you agree that you will no longer receive paper statements and other applicable notices for all accounts that you are a legal owner.
2. **Eligibility for eDelivery Service** You must be enrolled in Online Banking in order to complete enrollment to receive eStatements. The account must be linked to your Online Banking account to have access to these eDocs. For a statement which contains the information for more than one account, “Combined Statement”, the lead account must be linked to Online Banking and enrolled in eStatements to allow display of the Combined Statement.
3. **Accessing your eStatements** When available, you will receive an email notification stating such. The email will contain a link that sends you to sign into your Online Banking. You will then navigate to the Accounts tab and select Statements. Your computer software must meet the hardware and software system requirements in order to view, print, and/or save your eDocs that are stated on our website [www.snb-t.com](http://www.snb-t.com). Statements and notices will be available to you via MySNB Online Banking for up to 18 months. You do have the ability to download and store statements on your electronic device. Please refer to the applicable Account Agreement and Fee Schedule for statements dating further back.

# Online Service E-Sign Disclosure and Online Banking Agreement and Disclosure



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4. **Delivery of eStatements** We will use our best efforts to deliver your eStatements in a timely manner and in accordance with any applicable time required by law. However, we shall incur no liability if we are unable to deliver your eStatements because of the existence of any one or more of the following:
  - a) Our website or Online Banking Services are not working properly and you know or have been advised by us of the malfunction
  - b) Circumstances beyond our control (such as, but not limited to, fire, flood, interruption in telephone service or other communication lines, interference from an outside force, legal restriction or delays in mail service) prevent proper delivery and we have taken reasonable precautions to avoid those circumstances.
5. **Duty to Review Periodic Statements** You must promptly access/review your eStatements and any accompanying items, including the *Important Information* tab and notify us in writing immediately of any error, unauthorized transaction, or any other irregularity. If you allow someone else to access your eStatements, you are fully responsible to review the document for any error, unauthorized transactions or any other irregularities. Any applicable time periods within which you must notify us of any error(s) on your account statement(s) shall begin on the eStatement notification date regardless of when you access and/or review your document. If you do not immediately report to SNB any non-receipt of eStatements or any error, irregularity, discrepancy, claims or unauthorized debits or items, you shall be deemed conclusively to have accepted all matters contained in the document to be true, accurate, and correct in all respects.
6. **Email Address Maintenance** It is your responsibility to notify us if you change your email address. You may update your email address by going to the *Customer Service* tab and select *Manage contact information* within Online Banking. You can also contact a representative at SNB by phone at 906-482-0404 ext. 1014.
7. **Change Delivery Method** At any time and at no charge, you can change the way we send you electronic documents. You must contact a representative at SNB by phone at 906-482-0404 ext. 1014, in person, or by email by navigating to Contact us under the *Customer Service* tab in your Online Banking to cancel the eDelivery and reinstate paper statements. All changes will take place within three (3) business days.
8. **Changes and/or Termination** Except as otherwise required by law, rule, or regulation, we may change the terms of this Agreement at any time. When changes are made, we will update this Agreement on our website and our Online Banking Services. Internet Services will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system

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or unless a law, rule, or regulation requires that it be updated at an earlier time. If such a change is made, and it cannot be disclosed without jeopardizing the security of the system, this Agreement will be updated within thirty (30) days after the change. You will be notified as soon as possible when any changes are made which materially affect your rights. As always, you may choose to decline changes to this Agreement by un-enrolling in the eDelivery Service. Your continued enrollment in the eDelivery Service is your acceptance to this Agreement. Changes to fees or terms applicable to eligible accounts are governed by the agreement otherwise governing the applicable account. It is your responsibility to review this Agreement including SNB's Privacy Policy on an annual basis in order to be aware of any such changes.

## Part D – External Transfer Agreement

By Acknowledging this Agreement, as well as submitting a signed External Transfer Services application, you are hereby authorizing SNB and our processing agents to debit and credit entries to your eligible SNB account(s) when you instruct us to electronically transfer funds to or from your eligible SNB account(s) and other eligible account(s) held by you at another financial institution(s) or brokerage company(ies) in the United States. You agree to comply with any applicable state or federal law in connection with your use of the Service and the fulfillment of its obligations under this Agreement. You further acknowledge that the Automated Clearing House ("ACH") system may not be used in violation of and that entries originated by you must comply with, the laws of the United States including sanctions laws administered by the Office of Foreign Asset Controls.

1. **Description of Services** External Transfers are a service provided by SNB via our Online Banking system. If enrolled in this service, you will have the ability to initiate transfers to and from your Deposit Accounts at SNB and those at other financial institutions. All transfers done after 8:00 pm ET on a business day will be initiated on the following business day, however transfers can take up to three business days to settle at the debiting or crediting financial institution.
2. **Money Market and Savings Accounts** You are limited to six preauthorized electronic fund transfers and telephone transfers, checks and point-of-sale transactions per statement cycle for these account types. For information on these accounts, see our Deposit Agreement and Account Terms Disclosure. Each transfer or payment through Online Bank from your savings or money market deposit account is counted as one of the six limited transfers you're permitted each statement period. We charge a fee for each transaction in excess of this limit (refer to the Superior National Fee Schedule for fees). However, Online transfers to your SNB loans are not counted toward this limit.



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3. **Authorization** This authorization is to remain in full force and effect until we have received notice from you of its termination by performing one of the following:
- Send the Bank a secure e-mail
  - Contact the Bank at (906) 482-0404 ext. 1014 or (866) 482-0404 ext. 1014
  - Sending notice via postal mail to Superior National Bank, PO Box 450 Hancock, MI 49930

This authorization may only be revoked in this manner. When you elect to sign up for the External Transfers, you represent that you have full authorization from any other authorized signer on the eligible Bank, financial institution, or brokerage account(s) to execute this authorization on his/her/its behalf and that any other authorized signer on the eligible account(s) agrees and understands that the Bank, and any of our processing agents, are authorized to debit and credit entries to the eligible account(s) in accordance with your transfer instruction(s). For questions or errors regarding online banking transfers between your Bank Accounts or External Transfers between your SNB account and a linked external account, please contact the Electronic Banking Department at (906) 482-0404 ext. 1014.

Not all types of accounts are eligible for External Transfer. Be sure to check with your financial institution for restrictions regarding transfers amongst your retirement (401k, IRA, etc.), savings, trusts, loans, custodian, business, corporate and other account types. We are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the provider of your Account or those imposed by applicable law.

4. **Limitation of Warranty and Liability** By Acknowledging this Agreement, you understand and agree that our External Transfer Service is provided “as-is” except as otherwise provided in this agreement or as required by law. We assume no responsibility for the timeliness, deletion, mis-delivery, or failure to store any user communications or personalization settings. You understand and expressly agree that use of the External Transfer Service is at your sole risk.

You agree that the bank shall not be liable for any costs, fees, losses, or damages of any kind incurred as a result of:

- Our access to the accounts
- Our debit and/or credit or inability to debit and/or credit the accounts in accordance with your funds transfer instructions

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- c) Any inaccuracy, incompleteness, or misinformation contained in the information retrieved from the accounts
- d) Any charges imposed by any provider of accounts
- e) Any funds transfer limitations set by the financial institution or other providers of the accounts

**5. Suspension and Reinstatement of External Transfer Service** In the event that we, at any time, incur a problem with your use of the Service, including without limitation a fail in External Transfer Service to debit any of your Accounts or to collect with respect to any of your funds transfers, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect ourselves from loss. In the event of such suspension, you may request reinstatement of your service by contacting us using any of the methods provided for under this Agreement. We reserve the right in its sole discretion to grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Service, Superior National Bank & Trust, in its sole discretion, may thereafter restore your ability to effect transfers subject to such higher limits as may then be in effect.

**6. Credit Report Verification** You authorize us to verify your identity by obtaining information about you and your credit history from a consumer reporting agency. Superior National will obtain and use your credit information only in accordance with the Fair Credit Reporting Act ("FCRA") and other applicable law. We reserve the right to deny you access to the External Transfer Service if we cannot verify your identity or other necessary information. We may approve or decline your application for the External Transfer Service based upon our review of your consumer report and/or other relevant information. If we deny your request to use the External Transfer Service, and such decision is based in whole or in part, on a consumer report from a consumer reporting agency, Superior National will send you a Credit Denial Statement. You may obtain a free copy of the consumer report from the consumer reporting agency that issued the report, within a certain time period.

## **7. Daily Limits**

Standard Daily Limits	Standard Daily Limits
INBOUND	OUTBOUND
\$2,500.00	\$2,500.00

# Online Service E-Sign Disclosure and Online Banking Agreement and Disclosure



## Consumer (Personal) Accounts

### Part E- Mobile Banking Agreement

1. **Description of Services** These Services are offered as a convenience and supplemental service to our SNB Online Banking service. These Services allow you to perform the Functions below via a mobile device. To utilize these Services, you must first be enrolled in SNB's Online Banking product, "MySNB"; you must then download the applicable application or "app" to your personal mobile device. Helpful information about SNB's Mobile Banking Services can be found at [www.snb-t.com](http://www.snb-t.com).
2. **Functions**
  - a) View Account and Transaction information.
  - b) View copies of cleared checks.
  - c) Transfer funds between certain accounts.
  - d) Make payments from your deposit accounts to your loan accounts.
  - e) Find ATM and Branch Locations.
  - f) Mobile deposit to an authorized deposit account.
  - g) Access and enroll accounts in Personal Finance.\*
  - h) Pay bills from your checking account.\*
  - i) Use SNB People Pay to conduct funds transfers.\*

\* You must be registered for these services.

**NOTE:** Some of the above functions may not be available for all Mobile Devices and/or have limited utility on certain network carriers. SNB cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues or for hardware capabilities.

3. **Use of Service** In order to properly use the Services, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking Services in accordance with the online instructions and agree that you will contact us directly if you have any problems with the Services. We may modify the Services from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use the Services as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses by your failure to properly use the Services or your Device.

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4. **Hardware and Software Requirements** To use our Mobile Banking Services, you will need a compatible and supported Mobile Device which you are responsible for providing. The Device that you use may be subject to unauthorized tracking or other manipulation due to “spyware” or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your software and hardware is at your own risk. Please refer to [www.snb-t.com](http://www.snb-t.com) for Security Tips on keeping your mobile device secure. We do not guarantee functionality or availability of the Services on all Mobile Devices. SNB’s Mobile Banking app is available for Android, Apple and Amazon devices.
5. **Your Responsibilities** You represent and agree to the following by enrolling in the Mobile Banking Services or by using the Mobile Banking Services:
- Account Ownership/Accurate Information** – You represent that you are the legal owner of the Account(s) and other financial information which may be accessed via the Mobile Banking Services.
  - User Security** – You agree to take every precaution to ensure the safety, security, and integrity of your account and transactions when using the Mobile Banking Services. You agree not to leave your Device unattended while logged into the Services and to log off immediately at the completion of each access by you. You agree not to provide your username, password, or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access the Services, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

## Part F – Mobile Deposit Agreement

- Description of Services** SNB’s Mobile Deposit service (“Services”) are designed to allow you to make deposits to your checking or savings, from home or other remote locations by capturing the image of a check and delivering the images and associated deposit information to SNB
- Functions** Deposit monies into your SNB Checking or Savings account
- Acceptance of These Terms** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change at any time. We will notify you of any material change via e-mail, text message, or on our website by providing a link to the revised Agreement. Your continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, SNB reserves the right, in its sole discretion, to change, modify, add, or

# Online Service E-Sign Disclosure and Online Banking Agreement and Disclosure



## Consumer (Personal) Accounts

remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

4. **Limitations of Service** Only checking and savings accounts that have been open, active and in good standing for 30 days may be used for this service. When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website 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 the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.
5. **Hardware and Software** In order to use the Services, you must obtain and maintain, at your expense, hardware and software compatible with the SNB Mobile App. SNB is not responsible for any third party software you may need to use the Services. 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.
6. **Fees** There will be no fees charged for this service at this time. SNB may change the fees for use of the Service at any time pursuant to the section titled "Acceptance of these Terms" above. You authorize SNB to deduct such fees from the same bank account as your mobile deposit.
7. **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 SNB 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:*

- a) Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- b) 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.

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- c) Checks payable jointly, unless deposited into an account in the name of all payees.
- d) Checks previously converted to a substitute check, as defined in Reg. CC.
- e) Checks drawn on a financial institution located outside the United States.
- f) Checks that are remotely created checks, as defined in Reg. CC.
- g) Checks not payable in United States currency.
- h) Checks dated more than 6 months prior to the date of deposit.
- i) 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.
- j) Checks with any endorsement on the back other than that specified in this agreement.
- k) Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- l) Checks that have previously been deposited or negotiated in any way via any method at SNB or any other financial institution.

**8. Receipt of Items** You agree to endorse the check with your signature and “**For mobile deposit at Superior National Bank only**”. We reserve the right to reject any item not endorsed in this manner. We reserve the right to reject any item transmitted through the Services, at our discretion. 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 SNB 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.

**9. Availability of Funds** Checks deposited and accepted via the Service by the 4:00 p.m. ET deadline will be considered deposited on that business day and subject to the Funds Availability disclosure provided during account opening. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available on the first business day after the day of deposit.



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- 10. Disposal of Transmitted Items** Upon your receipt of a confirmation from SNB that we have received an image that you have transmitted, you agree to prominently mark the item as "Electronically Presented", "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. You agree never to re-present the item. You agree to retain the check for at least 60 calendar days from the date of the image transmission. 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 SNB.
- 11. 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.
- 12. Presentment** The manner in which the items are cleared, presented for payment, and collected shall be in SNB's sole discretion subject to the agreements governing your account.
- 13. Errors** You agree to notify SNB of any suspected errors regarding items deposited through the Services immediately, and in no event later than 60 days after the applicable SNB account statement is sent. Unless you notify SNB within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against SNB for such alleged error.
- 14. Errors in Transmission** By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. SNB bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.
- 15. Image Quality** The image of an item transmitted to SNB using the Services must be legible, as determined in the sole discretion of SNB. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by SNB, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

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### **16. User Warranties and Indemnification** You warrant to SNB that:

- a) You will only transmit eligible items.
- b) You will not transmit duplicate items.
- c) You will not re-deposit or re-present the original item.
- d) All information you provide to SNB is accurate and true.
- e) You will comply with this Agreement and all applicable rules, laws, and regulations.
- f) You are not aware of any factor which may impair the collectability of the item.
- g) You agree to indemnify and hold harmless SNB from any loss for breach of this warranty provision.
- h) You agree to destroy items 60 days from date of transmission.

### **17. 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 Service in your possession and your records relating to such items and transmissions.

### **18. Termination** We may terminate this Agreement at any time, for any reason, and without notice. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your account agreement or any other agreement with us.

### **19. Enforceability** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this 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

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enforceable to the fullest extent permitted by law.

**20. Ownership and License** You agree that SNB retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services 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 Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to SNB's business interest, or (iii) to SNB's actual or potential economic disadvantage in any aspect. You may use the Services 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 Services.

**21. Disclaimer of Warranties** You agree your use of the services and all information and content (including that of third parties) is at your own 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.

**22. 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 SNB has been informed of the possibility thereof.

## Part G – Text Banking Agreement

# Online Service E-Sign Disclosure and Online Banking Agreement and Disclosure



## Consumer (Personal) Accounts

1. **Description of Services** These Services are offered as a convenience and supplemental service to our SNB Online Banking service. These Services allow you to perform the Functions below via a mobile device. To utilize these Services, you must first be enrolled in SNB's Online Banking product, "MySNB"; you must then enroll in Text Banking. To do this, navigate to the Customer Service tab and select Manage mobile banking settings. Select ADD TEXT BANKING. You will then choose your Mobile Carrier and then add your mobile phone number. Select VIEW TERMS AND CONDITIONS TO PROCEED. Read and select the box next to "I accept the Terms and Conditions of Use" and then select ACCEPT. Next Select ENROLL. You will receive an activation code which will be required to begin using Text Banking on your device.
  
2. **Functions** Use text messaging (SMS) to:
  - a) Get account balances
  - b) View recent transaction history
  - c) Send **HELP** to 49794 for more information, send **STOP** to 49794 to opt-out
  - d) One text message per query. Message and Data rates may apply
  - e) For support, call 906-482-0404
  - f) Text Banking Commands:

FUNCTION	COMMAND	DESCRIPTION
Balance	B	Summary of available balances for all accounts
History	H	Summary of recent transactions per account
Command	C	List of available Text Banking commands
Help	HE	Help content for Text Banking
Login	L	Receive a URL for the Superior National Bank & Trust Company Mobile Browser website
Recover	R	Receive a URL and new activation code for the Superior National Bank & Trust Company Mobile Browser web site
Stop	S	De-activate all Superior National Bank & Trust Company text services

## Part H – People Pay Agreement

1. **Agreement and Disclosure** This Disclosure and Consent applies to the Superior National Bank and Trust (SNB) People Pay service through SNB's MySNB Online Banking or a SNB's MySNB Mobile Banking device related to the active deposit Account(s) for which you have with us. By

# Online Service E-Sign Disclosure and Online Banking Agreement and Disclosure



## Consumer (Personal) Accounts

Acknowledging this Agreement as well as indicating your desire, you understand your rights and responsibilities to be the following:

- a) The words “we”, “our” and “us” refer to Superior National Bank and Trust (SNB) with whom you are transacting business for such Accounts and the words “you” and “your” mean you, the individual(s) identified on the Accounts. “Receiver” is an individual entity that is sent a payment instruction through the SNB People Pay service. “Sender” is a person that sends a payment instruction through the SNB People Pay Service.
- b) SNB relies upon the information you provide when originating a payment on your behalf. Any errors, including incorrect or inconsistent Recipient names, email addresses, mobile phone numbers, Account numbers or payment amounts are your responsibility. Failure to provide correct information may result in unrecoverable loss of funds. You understand and agree that SNB has no responsibility to investigate these discrepancies. You further understand that financial institutions holding Recipient Accounts are not responsible for investigating discrepancies between names and numbers.
- c) You must provide a current and valid email address and agree to provide the Bank with any updated information needed in order for us to contact you regarding the SNB People Pay service. To provide us with any changes to your contact information, log into your Online Banking account and update your information under the Customer Service tab.
- d) You authorize SNB to post transactions generated by SNB People Pay through your SNB Account to another individual’s Account by the method chosen by you or chosen by your recipient. In addition, you understand that you may receive funds through the SNB People Pay service from a payment generated by another individual. You hereby acknowledge that the receipt of money from another person is subject to the terms and conditions of other account agreements between you and SNB.
- e) SNB People Pay payments can be made to consumers residing anywhere within the United States, its territories (American Samoa, Virgin Islands, Northern Mariana Islands, Guam, Puerto Rico and the District of Columbia) and military installations. All payments made to another person through SNB People Pay are subject to the terms and conditions within this agreement and all other agreements connected with your Account(s).

# Online Service E-Sign Disclosure and Online Banking Agreement and Disclosure



## Consumer (Personal) Accounts

- f) SNB reserves the right to modify, change or amend any of the SNB People Pay services, and/or the terms of this agreement or any other agreement you have with us, at any time, for any reason, and without notice, unless otherwise required by law.
2. **Payment Processing** SNB's payment processing uses Real Time Debit (RTD) at the time the payment is initiated using the available balance in your account. When you initiate a deposit to a bank Account from your eligible SNB Account using SNB People Pay, the processing of the payment will begin and may be debited from your Account immediately and will be credited in up to three (3) business days to the receiving Account. You agree that you will have sufficient available funds in the designated deposit Account to cover all outbound transactions including fee(s), on the date scheduled. When choosing to send to an email or mobile phone number, the transaction will be funded via RTD at the time the payment is claimed by the Recipient and dependent on whether information requested from the Recipient has been provided. You understand and acknowledge that there may be a delay in the debiting or receipt of funds through SNB People Pay.
  3. **Cut-off Time** Depending on the type of payment method selected, payments conducted through SNB People Pay may be completed in real time(i.e. instantaneously) or there may be a slight delay in the processing of a debit and/or credit to a particular Account.
  4. **Incoming Payments** The SNB People Pay service uses email and mobile number for incoming payments. When you click 'Confirm' a confirmation code will be sent to your email address or mobile number and will be prompted to enter the code within the product to complete confirmation. The confirmation code expires in one hour. When confirmation is completed, the email address or mobile number is entered into the People Pay registry. SNB People Pay utilizes alert messages that are sent to all Senders and Receivers of payments.
  5. **Scheduling Payment(s)** Payments sent to an email address or mobile number require that the Recipient claim the funds within 10 calendar days. The Recipient is directed to the SNB People Pay site in order to claim their funds and may choose how to receive the funds. They can either have the payment sent to their PayPal Account or their bank Account. Payments sent to a PayPal Account require that the Recipient login to their PayPal Account to claim the funds. Payments sent to a bank Account require the Recipient to have knowledge of their bank information.
  6. **Cancellation of Payment** A payment request that has been initiated through PayPal or Recipient Chooses (Email or Mobile Number) may not be cancelled unless the Recipient has not yet claimed



# Online Service E-Sign Disclosure and Online Banking Agreement and Disclosure



## Consumer (Personal) Accounts

the payment. **A payment request that has been initiated using Direct Deposit (you entering the Recipients bank information) or a claimed payment may not be cancelled.** Inquiries on cancellations must be directed to SNB at 906-482-0404 ext. 1014.

- 7. Expired Payment** Payments conducted through PayPal are processed in real time and will either succeed or fail immediately. If the Recipient does not have or wish to open a PayPal Account, the PayPal payment will expire in 30 calendar days. The debited amount will be returned to your account 5 calendar days after the payment expires. Payments conducted through the Recipient Chooses (Email or Mobile Number) will expire in 10 calendar days if not claimed.
- 8. Rejection of Payment** Payments to another person may not be completed for various reasons. For example, if information provided for the Recipient is inaccurate or if identity verification is not completed, the payment may be placed on hold or the amount of the payment may be returned to your Account. Similarly, if you have insufficient funds in your Account(s) or the payment is otherwise prohibited by the terms of this agreement, the payment may not be completed. If there are insufficient funds to cover the payment at the time the Receiver attempts to claim the payment, they will receive an error message indication that the payment cannot be claimed and the Sender should be contacted.
- 9. Insufficient Funds** If an Account does not have sufficient available funds on the scheduled transfer date, the transfer will not be made. If we do elect to initiate the transfer, it may cause an overdraft in your Account in which case you shall be liable for the overdraft item including any overdraft and related fees as disclosed in the SNB Fee Disclosure.
- 10. Statements** All of your payments made through the SNB People Pay service will appear on your periodic Account statement(s). The transaction type, Recipient's name, payment amount and the transmission date will be reflected for each payment made through the SNB People Pay services. You have sole responsibility to monitor and review your statements and the payments from your Account and to immediately report any suspected fraud or unauthorized access to your Account or Account information.
- 11. Fees** There are no fees for People Pay imposed by SNB. We reserve the right to modify the terms of this disclosure and the applicable fees and service charges at any time. Carrier charges may apply from your mobile device or internet provider and are solely your responsibility. You will be responsible for any other fees, including, but not limited to overdraft fees, which may be incurred in connection with the SNB People Pay services for insufficient funds or Bank holds on your Account.

# Online Service E-Sign Disclosure and Online Banking Agreement and Disclosure



## Consumer (Personal) Accounts

Transfers from a money market Account to another Account or to third parties by preauthorized, automatic, online banking, telephone transfer, check, draft, or similar order to third parties are limited to six per monthly statement period. A fee will be charged if this limit is exceeded. Please refer to the SNB's Fee Schedule for applicable fees. To maintain compliance, SNB may freeze or close your account or reject transactions if this limit is exceeded.

**12. Third Party Fees** You understand and acknowledge that the use of the PayPal service may result in a payment fee being applied to any transferred fund payments by PayPal. Such fees are governed by any agreements and disclosures provided by PayPal. SNB is not liable or responsible for any such transaction fee or any fees incurred by the Recipient or any other third party involved with the Payment.

**13. Liability** You specifically acknowledge and agree to be bound by all terms of the SNB People Pay Agreement. Additionally, you agree that SNB shall not be liable in the event that a payment is transmitted in accordance with your instructions, but is not received by the intended individual recipient, if you failed to provide complete and accurate instructions for the payment. Where we are found liable, our liability is strictly limited to the amount of any late fee caused by a delayed payment not sent in accordance with your instructions. We may suspend, reject, delay, cancel or refuse to send any payment for any reason and we shall have no liability to you or any third party for any such suspended, rejected, delayed, cancelled or refused bill payment, where SNB acts in good faith. You will be responsible for:

- a) Protecting your information, passwords, logon information, and other security with SNB and with any third parties
- b) Periodically updating and providing accurate and current personal information
- c) Properly and accurately providing recipient information
- d) Fulfilling all other obligation under this SNB People Pay Agreement

Under no circumstances will SNB, its affiliates, subsidiaries, officers, employees or representatives be liable to you or any third parties for any delayed, late, or cancelled payments, fees, expenses or costs due to insufficient funds in your Account, inaccurate information provided by you or your representatives, service not properly activated, Accounts with restricted funds or instructions, inactive Accounts or Accounts not in good standing with the Bank. SNB, its affiliates, subsidiaries, officers, employees or representatives will not be liable to you or any third parties for any liabilities, damages, fees, expenses, penalties or costs arising out of your negligence or your failure to monitor your Account and schedule payments properly and accordingly, or for any special,

# Online Service E-Sign Disclosure and Online Banking Agreement and Disclosure



## Consumer (Personal) Accounts

consequential, indirect, incidental, or punitive damages arising from or out of this SNB People Pay Agreement.

- 14. Termination** Access to SNB People Pay service may be suspended or terminated by the Bank at any time. You may terminate your use of SNB People Pay services by contacting us through Online Banking. If you have scheduled payments pending, you are responsible for any payments sent as stated in this SNB People Pay Agreement. We shall have no liability for any failed, terminated, or cancelled payments following termination of the SNB People Pay services from you. SNB may terminate your use of the SNB People Pay service, in whole or in part, at any time with or without prior notice to you for any reason and we shall have no liability whatsoever for any failed, terminated, or cancelled payments due to such termination. Your access to the SNB People Pay service will terminate automatically if your Account is closed for any reason or if access to funds in your Account are restricted for any reason. We reserve the right to terminate your access to the SNB People Pay services if you don't use the service during any twelve (12) month period. Termination will not affect your liability or obligations under this SNB People Pay Agreement for transactions processed by us on your behalf and through any termination or any transfer of Accounts.
- 15. Rules and Regulations** This product is governed in addition to this Agreement by all rules and regulations associated with your checking Account, the Online Banking and Bill Pay Agreement and Disclosure, and the Electronic Funds Transfer Act.

## Part I – Personal Finance Agreement

- 1. Agreement and Disclosure** This Disclosure and Consent Agreement applies to the Superior National Bank and Trust (SNB) Personal Finance Management (PF) tools and services that we may provide to you through SNB's MySNB Online Banking or a SNB's MySNB Mobile Banking device and that involve accessing third-party account information ("Services"). Hereinafter "us" "we" "our" or "SNB" refers to your financial services provider.
- a) **Provide Accurate Information** – You represent and agree that all information you provide to us in connection with the Services is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at third-party sites which you include or access through the Services, and that you have the authority to (i) designate us and our service providers as your agent, (ii) use the Services, and (iii) give us and our service providers the passwords, usernames, and all other information you provide.

# Online Service E-Sign Disclosure and Online Banking Agreement and Disclosure



## Consumer (Personal) Accounts

- b) Content You Provide – Your use of the Services is your authorization for SNB or its service providers, as your agent, to access third-party sites which you designate in order to retrieve information. You are licensing to SNB and its service providers any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services. You authorize us or our service providers to use any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services or that we or our service providers retrieve on your behalf for purposes of providing the Services, to offer products and services, and for other permissible business purposes. Except as otherwise provided herein, we or our service providers may store, use, change, or display such information or create new content using such information.
- c) Power of Attorney – You grant SNB and its service providers a limited power of attorney as provided below to access information at third-party sites on your behalf. Third-party sites shall be entitled to rely on the authorizations, agency, and the power of attorney granted by you or through your account. For all purposes hereof, you hereby grant SNB and its service providers a limited power of attorney, and you hereby appoint them as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, in any and all capacities, to access third-party sites to retrieve information, use such information, as described herein, with the full power and authority to do and perform each and every act and thing required and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. You understand and agree that the Services are not sponsored or endorsed by any third-party site. **YOU ACKNOWLEDGE AND AGREE THAT WHEN SNB OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD-PARTY SITES, THEY ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF THE THIRD-PARTY SITES.**
- d) Third-Party Accounts – With respect to any third-party sites we may enable you to access through the Services or with respect to any non- SNB accounts you include in the Services, you agree to the following:
- 1) You are responsible for all fees charged by the third-party in connection with any non- SNB accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that this User agreement does not amend any of those terms and conditions. If you have a dispute or question about any transaction on a non- SNB account, you agree to direct these to the account provider.
  - 2) Any links to third-party sites that we may provide are for your convenience only, and SNB and its service providers do not sponsor or endorse those sites. Any third-party services, which you may be able to access through the Services, are services of the listed institutions. We nor our service providers have responsibility for any transactions and inquiries you initiate at third-party sites. The third-party sites you select are solely responsible for their

# Online Service E-Sign Disclosure and Online Banking Agreement and Disclosure



## Consumer (Personal) Accounts

services to you. We nor our service providers are liable for any damages or costs of any type arising out of or in any way connected with your use of the services of those third parties.

- e) Limitations of Services – When using the Services, you may incur technical or other difficulties. We nor our service providers are responsible for any technical or other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of the Services is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. We and our service providers reserve the right to change, suspend or discontinue any or all of the Services at any time without prior notice.
- f) Acceptance of User Agreement and Changes – Your use of the Services constitutes your acceptance of this User Agreement. This User Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website by providing a link to the revised User Agreement. Your continued use will indicate your acceptance of the revised User Agreement. The licenses, user obligations, and authorizations described herein are ongoing.
- g) Aggregated Data – Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of the Services, may be used by us and our service providers to conduct certain analytical research, performance tracking and benchmarking. Our service providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third parties.
- h) Ownership – You agree that SNB and its service providers, as applicable, retain all ownership and proprietary rights in the Services, associated content, technology, mobile applications and websites.
- i) User Conduct – You agree not to use the Services or the content or information delivered through the Services in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of the Services to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) create liability for SNB or its service provider or cause SNB to lose the services of our service providers; (d) access the information and content programmatically by macro or other automated means; or (e) use the Services in such a manner as to gain unauthorized entry or access to computer systems.

# Online Service E-Sign Disclosure and Online Banking Agreement and Disclosure



## Consumer (Personal) Accounts

- j) Indemnification – You agree to defend, indemnify and hold harmless SNB, its third-party service providers and their officers, directors, employees and agents from and against any and all third-party claims, liabilities, damages, losses or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Services, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.
- k) Disclaimer – The Services are not intended to provide legal, tax or financial advice. The Services, or certain portions and/or functionalities thereof, are provided as strictly educational in nature and are provided with the understanding that neither SNBs nor its third-party providers are engaged in rendering accounting, investment, tax, legal, or other professional services. If legal or other professional advice including financial, is required, the services of a competent professional person should be sought. SNB and its third-party providers specifically disclaim any liability, loss, or risk which is incurred as consequence, directly or indirectly, of the use and application of any of the content on this site. Further, SNB and its third-party providers are not responsible for any investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of the Services or any materials or information accessible through it. Past performance does not guarantee future results. SNB and its third-party providers do not warrant that the Services comply with the requirements of the FINRA or those of any other organization anywhere in the world
- l) 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, AND OUR SERVICE PROVIDERS, 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, AND OUR SERVICE PROVIDERS, 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 SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU



# Online Service E-Sign Disclosure and Online Banking Agreement and Disclosure



## Consumer (Personal) Accounts

FROM SNB OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

- m) LIMITATION OF LIABILITY – YOU AGREE THAT SNB AND ITS THIRD-PARTY SERVICE PROVIDERS 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, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM (i) THE USE OR THE INABILITY TO USE THE SERVICES AT OUR WEBSITE/MOBILE APPLICATION OR OF ANY THIRD-PARTY ACCOUNT PROVIDER'S WEBSITE/MOBILE APPLICATION; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICES, (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA, (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICES, (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD-PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES, OR (vii) ANY OTHER MATTER RELATING TO THE SERVICES.
- n) Export Restrictions – You acknowledge that the Services and any software underlying such Services are subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the software or Services, directly or indirectly, to: (1) any countries that are subject to U.S. export restrictions; (2) any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that the Services may include technical data subject to export and re-export restrictions imposed by U.S. law.
- o) Other Terms – You may not assign this User Agreement. A determination that any provision of this User Agreement is unenforceable or invalid shall not render any other provision of this User Agreement unenforceable or invalid. User reviews will be conducted by SNB. We reserve the right to terminate your access to the SNB MySNB Personal Finance services if you don't use the service during any twelve (12) month period.

# Online Service E-Sign Disclosure and Online Banking Agreement and Disclosure



## Consumer (Personal) Accounts

"I agree that my enrollment in Superior National Bank's Online Banking Service will be subject to the terms of the Online Banking Agreement and Disclosure, 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."

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

E-mail: [ebanking@snb-t.com](mailto:ebanking@snb-t.com)  
Phone: (906) 482-0404 ext. 1014

Address: Superior National Bank  
Electronic Banking Department  
235 Quincy St. P.O. Box 450  
Hancock, MI 49931