

# **CENTRAL SAVINGS BANK BUSINESS INTERNET BANKING AGREEMENT**

This Business Internet Banking Agreement (“Agreement”) contains the terms and conditions governing your use of Central Savings Bank’s (“Bank”) “Business Internet Banking” service (the “Service”). The Service is an Internet based product that will allow you to review and conduct financial transactions.

As used in this Agreement, “you” or “your” refers to the undersigned commercial banking customer, its employees, agents and its authorized representatives, “We”, “us”, “our” and “Bank” refer to Central Savings Bank, 511 Bingham Avenue, Sault Ste. Marie, Michigan, and any of its agents, independent contractors, designees or assigns that Bank may involve in providing services using the Service. “Business Day” means Monday through Friday, excluding Federal holidays.

## **RELATIONS TO OTHER AGREEMENTS**

The terms and conditions contained in this Agreement are in addition to those that apply to accounts you have with us. Those account terms and conditions continue to apply, but the terms and conditions contained in this Agreement will govern any conflict or inconsistency with other account terms and conditions. For instance, there may be requirements that the Bank must verify two or more signatures on checks, but this requirement may not apply to transfers, including bill payments, made through the Service. Thus, in some instances, any one person may make transfers or pay bills even though two or more persons would be required to transfer or withdraw funds by check. This is a decision made by you, the user. In addition, when using a particular function or service on the Service, you will be subject to any posted fees, terms, conditions or rules applicable to such function or service, which are in addition to the terms and conditions of this Agreement.

IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND/OR FEES, TERMS, CONDITIONS OR RULES OF ANY FUNCTION ON THE SERVICE, THEN YOU SHOULD IMMEDIATELY CEASE ALL USE OF THE SERVICE AND/OR THE APPLICABLE FUNCTION.

## **HARDWARE, SOFTWARE, AND INTERNET ACCESS SERVICE**

You agree that you are responsible for all hardware, software, and Internet access services you use to access this Service. Accordingly, Bank is not responsible for any failure of this hardware, software, or Internet access service.

## **BUSINESS INTERNET BANKING BILL PAYMENT**

You may use the Bill Payment function of the Service using funds in one of your commercial checking accounts. However, all payments are made from one designated commercial checking account.

Payment will be made electronically if the receiver has ability to accept electronic payments. Otherwise a paper check will be issued and forwarded to the payee. (The later may take three or four additional days). You may make payments to any individual, business, merchant, or professional. Payments may be made only to payees with a U.S. payment address.

Requests for payments to third parties made before 9:00 p.m. (EST) on a Business Day are processed that day. Bill payment requests after 9:00 p.m. on a Business Day, or on a non-Business Day, will be processed the next Business Day. Recurring bill payments set up by you through Online Banking Bill Pay, that fall on a non-Business Day will be processed the following Business Day. Payments are processed (sent) on the date you specify, however we cannot guarantee when your payee will receive your payment or credit your account. You understand and agree that we are not responsible for the timely delivery of postal mail or the improper transmission or handling of payments by a third party such as the failure of the Bill Pay payee to properly post a payment to your account. To cancel a bill payment that you have scheduled, you must cancel the payment online before 9:00 p.m. of the date that the payment is scheduled to be processed.

### **FEES**

You agree to pay us all fees that are in effect from time to time for the various “Profiles” offered through the Service. Such fees include monthly fees for the specific Profile you select as well as fees for each transaction. Features of each Profile and fees for each Profile and type of transaction are listed in Attachment 1, Business Internet Banking Profiles, and may change from time to time in accordance with the provisions of this Agreement. Changes will become effective when you are notified by the mailing of the changes to your last known address on file with Bank.

### **SECURITY**

In order to access your accounts and utilize the features offered on the Service you will need a Company ID, User ID, and Password. You agree to protect and keep confidential your Company ID, User IDs, and Passwords and not to disclose these to any person not authorized to access your accounts or use the services offered on the Service on your behalf. If your Company ID, User IDs, or Passwords are disclosed to any person or entity, you assume all risks and losses associated with the disclosure. You are responsible for any and all transactions and activities involving your accounts even if you have not given that person or entity authority to conduct the transaction or activity. You agree that any transaction initiated using your Company ID, User IDs, or Passwords will be conclusively presumed to be authorized by you, including any transaction or use you may subsequently contend was not authorized by you. You must notify us

immediately if you become aware that someone may attempt to use or has used the Service to access your accounts without your permission, or if you become aware of loss, theft, or unauthorized access to your Company ID, User IDs, or Passwords have occurred. You will notify us by calling 906-635-6250 during the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday or by sending us an e-mail at [info@centralsavingsbank.com](mailto:info@centralsavingsbank.com). You agree that these procedures provide a commercially reasonable degree of protection in light of your particular needs and circumstances.

Data transmitted through this Service is encrypted for security. For all other communications see our Privacy Policy at <http://www.centralsavingsbank.com/privacy.htm>, and incorporated into this Agreement by reference.

### **LOSS OF DATA**

You agree that, should your data be lost or destroyed as a result of your systems failure or interruption, you are responsible for all consequences resulting from such systems failure or interruption. You are responsible for verifying the accuracy and completeness of all transactions conducted through the Service including those affected by any system failure or interruption.

### **OUR OBLIGATION TO CONDUCT TRANSACTIONS**

We are not obligated to conduct any transaction or instruction which does not comply with the terms and conditions of your accounts. We may also refuse to honor any transaction we have reason to believe may not be authorized by you or any other party whose authorization may be necessary to effect the transaction. Nor will we honor any transaction, including that which involves funds subject to hold, dispute, or other restriction or legal process that we believe prevents their withdrawal or transfer. We will not honor any transaction or instruction that is in violation of any law, regulation, or Bank policy, procedure or practice. We will not honor any transaction or instruction that we have reasonable cause not to honor.

### **LINKS TO OTHER WEBSITES**

The Service may contain links to other third-party websites. Unless noted on the Service, the Bank is not affiliated with, nor does the Bank sponsor or endorse, any of these sites, and provides such links solely for your convenience. Your use of these sites is at your own risk, and in no event shall Bank be responsible or liable for any information, content, products, services or other materials on or available from or through such sites.

### **INDEMNITY**

You agree to indemnify, defend, and hold us, our agents, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, actions, proceedings, costs, damages, losses, liabilities, and expenses (including attorney fees and costs) arising out of or in connection with your access to and use of the Service, or

submission of data, transactions, instructions, or information to us using the Service, breach of this Agreement, and/or violation of any applicable law or right of a third party.

### **DISCLAIMER OF WARRANTIES**

YOU ACKNOWLEDGE THAT THE SERVICE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS; AND THAT THE SERVICE MAY BECOME INOPERABLE OR OTHERWISE UNAVAILABLE FOR PERIODS OF TIME. REFERENCES TO THIRD PARTIES, THEIR SERVICES AND PRODUCTS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

YOUR USE OF THE SERVICE IS AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM BANK, OR THROUGH OR FROM THE SERVICE, SHALL CREATE ANY REPRESENTATION OR WARRANTY BY BANK.

THE SERVICE IS PROVIDED TO YOU ON AN "AS IS" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE. WITHOUT LIMITING THE FOREGOING, BANK MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE, OR THAT THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA.

ALL OTHER CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY BANK, ITS LICENSORS AND CONTENT PROVIDERS

### **DAMAGES**

REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, IN NO EVENT SHALL BANK, ITS LICENSORS OR CONTENT PROVIDERS BE LIABLE OR RESPONSIBLE TO YOU IN ASSOCIATION WITH THE SERVICE, OR YOUR USE THEREOF, FOR ANY: (A) INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF THEY ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; (B) LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOST EXPECTANCY, OR BUSINESS INTERRUPTIONS; AND/OR (C) DIRECT DAMAGES IN ANY AMOUNT IN EXCESS OF THE FEES RECEIVED BY BANK IN CONNECTION WITH THE APPLICABLE SERVICE AND/OR TRANSACTION(S). ANY CLAIM RELATED TO THE SERVICE MUST BE INITIATED WITHIN ONE (1) YEAR OF

THE DATE YOU KNEW, OR REASONABLY SHOULD HAVE KNOWN, OF THE EXISTENCE OF SUCH CLAIM AGAINST BANK.

### **COPYRIGHT AND TRADEMARK**

The images, text, screens, and web pages appearing on the Service are owned by us, or others, and are protected by copyright laws. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Sites, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the sites are the trademarks, service marks or logos of Bank, or others as indicated.

### **CHOICE OF LAW; DISPUTE RESOLUTION; JURY TRIAL WAIVER.**

This Agreement will be governed by and construed in accordance with the laws of the state of Michigan without regard to conflict or choice of laws rules. Any disagreement, issue, claim, or conflict arising out of or in connection with this Agreement will be determined by arbitration and not by a court. Arbitration will be held in Sault Ste. Marie, Michigan and will be conducted under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). The arbitration will be conducted by a single arbitrator selected by the mutual agreement of the parties or, if the parties cannot agree, by the AAA. The decision of the arbitrator will be final and binding on both parties.

Judgment upon the decision of the arbitrator may be entered in any court having jurisdiction in the State of Michigan. This section does not prohibit the right of either party to obtain provisional or ancillary remedies from a court of law in the State of Michigan before, during, or after the arbitration. The party that loses the arbitration shall pay the costs of the arbitration and the legal expenses of the prevailing party, including reasonable attorney fees.

THE UNDERSIGNED AND BANK ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT.

### **WAIVER**

The failure of Bank to enforce any right or provision in the Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Bank in writing. No waiver shall be implied from a failure of Bank to exercise a right or remedy. In addition, no waiver of Bank’s right or remedy will effect the other provisions of the Agreement.

## MODIFICATION

We reserve the right to change the terms and conditions of this Agreement, our Privacy Policy and the products, functions and services on the Service at any time in our sole discretion. We will notify you of the changes to the Agreement by mailing a notice describing the changes to your address on file with us at the time of the changes. Your continued use of the Service after you have been notified of any such changes signifies your agreement with these changes.

## TERMINATION

You may terminate your use of the Service at any time by notifying us at least thirty (30) Business Days before the date you want the service terminated. We may require you to put your request in writing.

We may terminate your use of the Service, in whole or in part, at any time without prior notice. Your access to the Service may be terminated automatically if your checking accounts are closed, or access to any of your accounts is restricted for any reason.

Termination will not affect your liability or obligation under this Agreement, for transactions we have processed on your behalf.

_____	<i>Central Savings Bank</i>
(Print or type name of Customer)	
By: _____	By: _____
Its: _____	Its: _____

**CERTIFICATE OF AUTHORIZATION FOR  
CUSTOMER ORGANIZED AS A CORPORATION**

The undersigned hereby certifies to Bank that he or she is the duly elected and qualified Secretary of the above-referenced Customer, a corporation duly organized and existing under the laws of the State of \_\_\_\_\_, and that the person signing this Agreement on behalf of the Customer has been duly elected to the office(s) set forth above. The undersigned further certifies to Bank that said officer was duly authorized to sign this Agreement by a resolution adopted at a meeting (or by unanimous written consent) of the directors of the Customer in conformity with the articles of incorporation and bylaws of the Customer. The undersigned further certifies that said resolution authorizes \_\_\_\_\_,

Name

Title

to administer Customer's Business Internet Banking Services, including, but not limited to, the ability to authorize individuals to use the Service on behalf of Customer, create passwords for those individuals, and otherwise control use of the Service by Customer. The undersigned further certifies that said resolution or written consent has not been rescinded and remains in full force and effect.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_, Secretary  
(Print or type name)

*If the Secretary is also the person signing this Agreement on behalf of Customer, the additional certification of another officer or a director or if none, a shareholder, is also required below. Failure to provide such additional certification shall constitute a certification by the Secretary that the Secretary is the sole officer, director and shareholder.*

The undersigned hereby certifies to Bank that the facts set forth in the foregoing certification signed by the Secretary of Customer are true and correct.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or type name and title)

**CERTIFICATE OF AUTHORIZATION FOR CUSTOMER  
ORGANIZED AS A LIMITED LIABILITY COMPANY**

The undersigned hereby certifies to Bank that he or she is a member or an authorized manager of the above-referenced Customer, a limited liability company duly organized and existing under the laws of the State of \_\_\_\_\_, and that the person signing this Agreement on behalf of the Customer has been duly authorized to sign this Agreement by a resolution adopted at a meeting (or by unanimous written consent) of the members of the Customer in conformity with the articles of organization and operating agreement of the Customer. The undersigned further certifies that said resolution authorizes

\_\_\_\_\_, \_\_\_\_\_  
Name Title  
to administer Customer's Business Internet Banking Services, including, but not limited to, the ability to authorize individuals to use the Service on behalf of Customer, create passwords for those individuals, and otherwise control use of the Service by Customer. The undersigned further certifies to Bank that said resolution or written consent has not been rescinded and remains in full force and effect.

Dated: \_\_\_\_\_  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print or type name and title)

*If the person providing the certification above is also the person signing this Agreement on behalf of Customer, the additional certification of another manager or if none, a member, is also required below. Failure to provide such additional certification shall constitute a certification by the manager or member signing above that he or she is the sole manager and member of Customer.*

The undersigned hereby certifies to Bank that the facts set forth in the foregoing certification signed by the authorized manager or member of Customer are true and correct.

Dated: \_\_\_\_\_  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print or type name and title)

**CERTIFICATE OF AUTHORIZATION FOR CUSTOMER  
ORGANIZED AS A PARTNERSHIP**

The undersigned hereby certifies to Bank that he or she is a general partner of the above-referenced Customer, a general, limited or limited liability partnership duly organized and existing under the laws of the State of \_\_\_\_\_, and that the person signing this Agreement on behalf of the Customer has been duly authorized to sign this Agreement by a resolution adopted at a meeting (or by unanimous written consent) of the general partners of the Customer in conformity with any and all agreements which are now in existence between the partners. The undersigned further certifies that said resolution authorizes

\_\_\_\_\_,  
Name Title

to administer Customer's Business Internet Banking Services, including, but not limited to, the ability to authorize individuals to use the Service on behalf of Customer, create passwords for those individuals, and otherwise control use of the Service by Customer. The undersigned further certifies to Bank that said resolution or written consent has not been rescinded and remains in full force and effect.

Dated: \_\_\_\_\_  
\_\_\_\_\_ (Signature)

\_\_\_\_\_, General Partner  
(Print or type name)

*If the person providing the certification above is also the person signing this Agreement on behalf of Customer, the additional certification of another general partner is also required below. Failure to provide such additional certification by a limited partnership shall constitute a certification by the General Partner signing above that the General Partner is the sole general partner of the Customer.*

The undersigned hereby certifies to Bank that the facts set forth in the foregoing certification signed by the authorized general partner of Customer are true and correct.

Dated: \_\_\_\_\_  
\_\_\_\_\_ (Signature)

\_\_\_\_\_, General Partner  
(Print or type name)

***CERTIFICATE OF AUTHORIZATION FOR CUSTOMER  
ORGANIZED AS A SOLE PROPRIETORSHIP***

I am personally and individually conducting business under the name of the above-referenced Customer and all property in and under that name is my sole property and belongs to me personally and individually. I am the sole owner of the business so conducted and no other person, firm, corporation or other entity has any interest in said business. I am appointing \_\_\_\_\_ to administer all of Customer's Business Internet Banking Services including, but not limited to, the ability to authorize individuals to use the Service on behalf of Customer, create passwords for those individuals, and otherwise control use of the Service by Customer.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_, Sole Proprietor  
(Print or type name)