

BLISSFIELD STATE BANK
Blissnet Online Banking Agreement

Please read this Blissnet Online Banking Agreement carefully. By using any of our Blissnet Online Banking Services you agree to the provisions of this Agreement.

1. Our Agreement. This Online Banking Agreement (the "Agreement") provides the terms and conditions governing the use of Blissnet Internet-based banking services offered by Blissfield State Bank. By using any of the Blissnet Online Banking services, you agree to abide by the terms and conditions of this Agreement as well as the terms, conditions, Agreements, and disclosures applicable specifically to any such service provided on Blissfield State Bank website, within the Blissnet Banking Product or otherwise provided to you. "We", "us" and "our" refer to Blissfield State Bank. "You" and "your" refer to you and to each other person or entity using Blissnet Online Banking. Please read this Agreement carefully and keep a copy for your records.

2. Questions or Concerns. If you have any questions regarding this Agreement or the Blissnet Online Banking services we offer, you may contact us in writing at 204 E Jefferson St, PO Box 40, Blissfield, MI 49228. You may also reach us by telephone during our normal business hours at (517) 486-2151 or toll free at 1-800-649-1767.

3. Communicating with Blissfield State Bank. In all your electronic communications with Blissfield State Bank, we request that you use an Internet browser that provides appropriate security for you and for us. You may test your browser using the "Test Browser" option on the Blissnet sign-on screen.

4. Enrolling and Using Blissnet. To use Blissnet, you must have at least one checking account at Blissfield State Bank, access to Internet service, and an e-mail address. You must enroll in person at Blissfield State Bank by completing the Enrollment form. Once we have verified your account information, we will complete the enrollment process.

Blissnet Online Banking can be used to access only Blissfield State Bank accounts which are tied to your customer record.

The customer realizes Blissnet Online Banking use will not be governed by the signature requirements applicable to checks. We are under no obligation to monitor transactions through Blissnet Online Banking to determine that they are made on behalf of the accountholder.

5. User ID and PIN; Your Responsibility Whenever the User ID and PIN are used. In your electronic communications with us, you must use your User ID and PIN to initiate a secure Blissnet Online Banking session with us. You may then use the tools provided by us within internet banking.

When Blissfield State Bank first commences your Blissnet Online Banking service, we will establish access for you using a temporary PIN. You will be required to change your PIN upon your first login. You agree that you will not under any circumstances disclose your PIN to anyone, including anyone claiming to represent Blissfield State Bank.

We encourage strong passwords by requiring them to be a minimum of 8 characters in length. Passwords use letters, numbers, and special characters. (Available special characters are shown on the password

change screen.) We recommend that you create a PIN that utilizes both upper and lower case characters. Your PIN should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

Your PIN will expire after 180 days at which time you will be required to change it. The Blissnet Online Banking system will begin warning you that the password is about to expire 14 days in advance.

Blissfield State Bank is entitled to act upon instructions we receive with respect to any Blissnet Online Banking service under your User ID and PIN. You are liable for all transactions made or authorized with the use of your PIN (except as your liability may be limited by law). Blissfield State Bank has no responsibility for establishing the identity of any person who uses your PIN. You agree that if you give your PIN to anyone or fail to safeguard its secrecy, you do so at your own risk since anyone with your PIN will have access to your accounts. You agree that the use of the User ID and PIN constitutes a "commercially reasonable" security procedure for the verification of the authenticity and accuracy of transactions initiated through the Service. For your protection, you should memorize your PIN and not write it down.

You agree to indemnify and release Blissfield State Bank from any and all liability, and agree not to make any claim against Blissfield State Bank or bring any action against Blissfield State Bank, relating to its honoring or allowing any actions or transactions that were conducted under your PIN or acting upon messages or authorizations provided to us using your PIN.

You agree that we shall not be responsible for any loss, property damage or bodily injury arising out of or resulting from the failure of any person to provide you with access to our Online Banking services, whether caused by the equipment, software, the Bank, Internet service providers, Internet browsers, or the parties providing communication services to or from us to you. We are not liable for war, acts of government that may restrict or impair use of the Online Banking services, hurricanes, floods or other disasters, nor shall we be responsible for any direct, indirect, special or consequential, economic or other damages relating in any way to the foregoing.

By directing Blissfield State Bank, through the use of any Online Banking service initiated with your User ID and PIN, you authorize Blissfield State Bank to complete the transaction. Any requests or instructions we receive from you through the Online Banking service using your User ID and PIN shall constitute writings with your signature as provided under all applicable law, and shall have the same force and effect as a writing signed by you. This includes requests with respect to funds in your account; transferring money, or any other communication you provide us through the Online Banking Service using your User ID and PIN.

Your access to Blissnet Online Banking will be blocked in the event your Blissnet ID or Password is entered incorrectly on three consecutive attempts. If this happens, please use the Reset Password button on the signon screen or call the bank at (517) 486-2151 or (800) 649-1767.

6. Possible Limitations on Your Liability for Unauthorized Transfers.

Tell us AT ONCE if you believe your User ID and PIN has been lost, stolen or compromised. We agree to act promptly to cease processing further transactions using that User ID and PIN, but you will be responsible for all transactions up to that point (including transactions that have been initiated and not processed which we were unable to stop).

If you believe your User ID and PIN have been lost or stolen or that someone has transferred or may

transfer money from your accounts without your permission, **PLEASE CALL US IMMEDIATELY** at (517) 486-2151 or toll free at 1-800-649-1767.

7. Services Available from Blissnet.

A. **Blissnet.** You can use Blissnet to check balances in your Blissfield State Bank accounts, view Blissfield State Bank account histories up to 6 months on savings accounts and 3 months on checking accounts, and transfer funds between your Blissfield State Bank accounts.

You can use Blissnet Online Banking seven days a week, twenty-four hours a day, although some or all Blissnet Online Banking services may not be available occasionally due to emergency or scheduled system maintenance. We will attempt to post notice of any extended periods of non-availability through the Blissnet Online Banking screens.

B. **Bill Pay and P2P.** Bill Pay is the ability to pay bills to an outside party from a Blissfield State Bank account in the amounts and on the dates you request. Bills can be paid from one or multiple Blissfield State Bank checking accounts. In order to receive bill pay, request this service on the separate Bill Pay application. Person To Person mobile feature gives users the ability to transfer funds by using the recipients email or phone number.

C. **RDA Services**— Remote Deposit Anywhere is the ability to deposit checks through your mobile device in conjunction with our mobile online banking platform, GoBlissnet. Checks can be deposited into your Blissfield State Bank checking accounts.

8. Posting of Information. Information shown on Blissnet Online Banking is generally up to the minute. The available account balance may include deposits still subject to verification or other items memo posted to the account and may not include outstanding checks or credits. The current balance is a record of items posted to the account. Transfers initiated through Blissnet Online Banking may not result in immediate availability because of the time required to process the request. If you have further questions, contact us at Blissfield State Bank.

9. Overdrafts (Order of Payments, Transfers, and other Withdrawals) If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

- Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
- Electronic funds transfers initiated through Blissnet Online Banking which would result in an overdraft of your account may, at our discretion, be reversed and overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

10. Disclosures, Notices and Periodic Statements. You agree that to the extent permitted by law, receipts, notices and disclosures associated with Blissnet Online Banking services may be provided to you by e-mail, facsimile or over the Internet, either as part of a Blissnet Online Banking session or otherwise. You will not receive a separate Blissnet Online Banking statement. You may use Blissnet Online Banking to view activity in your account as indicated above. You agree to notify us of any changes to your mailing or e-mail address. If you do not notify us, you will hold us harmless from any consequences, including financial loss, resulting from your failure to notify us of the change in your mailing or e-mail address.

11. E-mail. If you e-mail us or ask us to reply to you via e-mail you agree to hold us harmless from any consequences, including financial loss, resulting from any unauthorized use or disclosure of your account

or personal information resulting from e-mail. We are not required to act on any e-mail received and are not responsible for misdirected or lost e-mails. Standard e-mail is not a secure method of communication. Secure email is available through Blissnet.

12. Changes to Terms and Conditions. We reserve the right to change the terms and conditions of this Agreement at any time. If the change would result in new or increased fees for any Blissnet Online Banking service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice of the change as applicable law requires. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we may notify you of the change in terms by mail or by posting a notice on our Blissfield State Bank web site. If you wish to decline to be bound by the changes, you should terminate the account or discontinue the service to which the change relates; otherwise you will be deemed to have accepted and agreed to the change.

13. Liability for failure to make transfers. If we do not complete a transfer to or from your account in the correct amount in accordance with our agreement with you, our sole responsibility for an error in a funds transfer will be to correct the mistake, but in no case shall the Bank be liable for any indirect, punitive, special, incidental or consequential damages (even if you have informed us of the possibility of such damages). If your instructions regarding the transfer were received in a timely fashion, we may be responsible for late charges that you may incur as a result of our mistake. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer;
- If the funds in your account were attached or the transfer cannot be made because of legal restrictions affecting your account;
- If circumstances beyond our control (such as interruption of telephone service or telecommunication facilities, or natural disaster such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- If you have not properly followed the instructions for using the Blissnet Online Banking service or any software;
- If any electronic terminal, telecommunication device, or any part of the Blissnet Online Banking electronic fund transfer system is not working properly and you were aware of the problem when you started the transfer.
- If your operating system or software was not properly installed or functioning properly;
- If you are unable to access your Account or the Service due to Internet facility or service provider delays or other problems.

There may be other exceptions stated in our agreement with you. In states that do not allow the exclusion or limitation of liability for indirect, punitive, special, incidental or consequential damages, the Bank's liability is limited to the extent permitted by Applicable Law (as defined below). Our service providers are independent contractors and not our agents. To the extent permitted by Applicable Law, we will not be responsible for any error, damage or other loss caused by any service provider.

14. Disclaimer of Warranty and Limitation of Liability. WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE BLISSNET ONLINE BANKING SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT. We do not and cannot warrant that Blissnet Online Banking will operate without errors, or that any or all Blissnet Online Banking Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that neither the bank, nor its officers, directors, employees, agents or contractors are liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Blissnet Online Banking, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Blissfield State Bank and its affiliates exceed the amounts paid by you for the services provided to you through Blissnet Online Banking except as specifically provided in this Agreement.

15. Termination of this Agreement and of your use of Blissnet Online Banking Services. You may cancel your Blissnet Online Banking service at any time by writing us at 204 E Jefferson St., P.O. Box 40, Blissfield, MI 49228.

Your access to Blissnet Online Banking will be suspended within 3 business days of our receipt of your instructions to cancel the service. We can terminate or limit your use of Blissnet Online Banking services at any time and for any reason at our discretion. You specifically agree, however, that we may terminate your use of Blissnet Online Banking services without prior notice, if you have insufficient funds in any one of your Blissfield State Bank accounts. Blissnet Online Banking services may be reinstated at our sole discretion. Termination will not affect your liability or obligations under this Agreement for transactions that have been processed on your behalf.

You will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination will apply only to the Blissnet Online Banking service and does not terminate your other relationships with us.

16. Entire Agreement; No Waiver. This Agreement is the complete and exclusive agreement between you and us related to the Blissnet Online Banking service. It supplements any other agreement or disclosure provided to you relating to your accounts with us. In the event of a conflict between this Agreement and any other agreement or disclosure related to your accounts with us, or any statement by our employees or agents, or any service provider relating to the Service or your accounts with us, such agreements shall be construed to be consistent, to the extent possible, but this Agreement shall control with respect to the Blissnet Online Banking service. No delay or omission by us in exercising any rights or remedies thereunder shall impair such right or remedy or be construed as a waiver or any such right or remedy. Any simple or partial exercise of a right or remedy shall not preclude further exercise therefore or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by us.

17. Certain Miscellaneous Terms. The laws of the State of Michigan govern this Agreement, except to the extent certain federal laws apply. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in

writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and Blissfield State Bank successors and assigns, and Blissfield State Bank may assign certain of its duties and responsibilities hereunder to third parties that perform services on its behalf. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

18. Effectiveness of Agreement. By signing the Blissnet Online Banking Agreement, you will be deemed to have read and understood this Agreement and the separate Bill Pay Agreement, if applicable. Further you agree to be bound by the terms and conditions of such Agreements or amendments, thereto, as may be established by Blissfield State Bank.