



ePersonal Banking Access Agreement and Electronic Funds Transfer Act Disclosure

Agreement

This Agreement, which includes the eBanking Services, and any amendment or addenda to any of the foregoing is a contract, which establishes the rules that cover your electronic access to your accounts at Chemical Bank ("BANK") through eBanking (Internet), ("SYSTEM"). By using SYSTEM, you accept all the terms and conditions of this Agreement. Please read it carefully. The terms and conditions of the deposit agreements and disclosures for each of your BANK accounts as well as your other agreements with BANK, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is also subject to applicable federal and state laws (except to the extent this Agreement can and do vary such rules or laws). 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 Banks successors and assigns. Certain 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. This Agreement, together with the Application Form and Fee Schedule, constitutes the entire agreement between you and BANK with respect to the subject matter hereof and there is no understandings or agreements relative hereto which are not fully expressed herein.

Definitions

The following definitions apply in this Agreement:

1. "We," "our," "us" and "BANK" mean Chemical Bank.
2. "You" and "your" refer to the account holder authorized by BANK to use SYSTEM under this Agreement and anyone else authorized by that account holder to exercise control over the account holder's funds through SYSTEM "Account" or "accounts" means your accounts at BANK.
3. "eBanking" is the internet-based service providing access to your Bank account(s).
4. "eBillPay" is the online service that enables the scheduling of bill payments using a personal computer.
5. "User ID" is the Customer-selected identification code used for connection to the Service.
6. "Password" is the Customer-selected identification code that establishes your connection to the Service.
7. "Electronic funds transfers" means ATM withdrawals, pre-authorized transactions, point of sale transactions and transfers to and from your BANK accounts using SYSTEM including bill payments.
8. "SYSTEM Services" means the services provided pursuant to this Agreement, including the Bill Payment Service. "Business days" mean Monday through Friday, excluding holidays observed by the Bank.

SYSTEM Services

You can use SYSTEM to check the balance of your BANK deposit and loan accounts, view BANK account histories, Pay Chemical Bank loans and transfer funds between your BANK accounts and BANK accounts in which you are not an owner. Additional services are: view check images, re-order checks, stop payment requests, order Savings Bonds, view electronic statements, transfer funds to deposit accounts at another Financial Institution, change your address, and pay bills from your BANK accounts in the amounts and on the dates you request. **(Federal regulations restrict the number of electronic transfers from savings or money fund accounts to no more than six during each monthly statement cycle.)** Balance and activity information are available as of the previous business day.

ePersonal Access

To use SYSTEM, you must have at least one account at BANK, access to Internet service and a valid email address. Once you complete Instant Registration and BANK validates your personal information from within our core system, you will receive access to SYSTEM. SYSTEM can be used to access only the BANK accounts, which you are listed as a signer. We undertake no obligation to monitor transactions through SYSTEM to determine that they are made on behalf of the account holder.

Access Inactivity

Accounts that continue to be inactive for 6 months will be deactivated.

Hours of Access

You can use SYSTEM seven days a week, twenty four hours a day, although some or all SYSTEM services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on BANK website.

For purposes of transactions, the Bank's business days are Monday through Friday, excluding holidays and weekends. All Online Banking transaction requests received after 5:00 p.m. on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next business day. The Bank's business day begins at 9:00 a.m.

Password

You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. Upon three unsuccessful attempts to use your password, your access to SYSTEM will be locked. You must contact us during normal business hours to have your access unlocked or to obtain a new temporary password. If you have forgotten your password and are not locked you can complete the forgotten password feature by entering your personal information and creating a new password. Passwords cannot be reused for five cycles. We require that you create a password that utilizes at least three of the following for purposes of security; upper and lower case, alpha or special characters. You may be prompted to answer two Security Questions to gain access back to SYSTEM. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth or names of children, and should be memorized rather than written down. For your protection, utilizing password save features is not recommended for financial applications. Do not leave your PC unattended while you are logged in to eBanking. If you believe your Password has been lost or stolen, please use the Change Password feature within eBanking to change your Password immediately and notify our customer support staff at 800-943-7386.

Security

You understand the importance of your role in preventing misuse of your accounts through SYSTEM and you agree to monitor your accounts regularly online and promptly examine your account statement for each of your BANK accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your Password and Login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via SYSTEM is encrypted in an effort to provide transmission security and SYSTEM utilizes identification technology to verify that the sender and receiver of SYSTEM transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the SYSTEM is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing BANK SYSTEM, or email transmitted to and from us, will not be monitored or read by others.

Fees and Charges

You agree to pay the fees and charges for your use of SYSTEM Services as set forth in the current fee schedule. You agree that all such fees and charges will be deducted from your BANK checking account. You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of SYSTEM.

Posting of Transactions

Transactions processed through SYSTEM before their respective cut-off time (Eastern Time) on a business day are processed the same day. Transactions completed after their respective cut-off time (ET) on a business day, Saturday, Sunday or banking holiday will be posted on the next business day. For all transactions made using SYSTEM, the time recorded by SYSTEM will be considered the official time of the transaction. SYSTEM identifies transactions based upon the User ID of the user who made the electronic transaction. Accordingly, you understand and acknowledge that SYSTEM will not reflect transactions made by multiple users from the same account. You agree to communicate with any other persons with authorized access to your accounts concerning any transactions from your accounts in order to avoid overdrafts

Transaction Type	Transmission Day	Receive Day	System Cut-Off Times
Transfers	Same Day as Initiated within System (Real-Time)	Same Day (Real-Time)	8:00 p.m. (ET)
All Bill Pay Payments	Same Day as the Initiated Date	Deliver by Date	12:00 p.m. (ET)
Account to Account Transfers	Same Day as the Initiated Date	2 or 3 business days later	3:00 pm (ET)

** For more information on Account to Account Transfers please see Bank to Bank Transfer section below**

Availability of Funds

To complete a payment through the service, you must have sufficient available funds on deposit in your account or have a sufficient unused credit line that is tied to that account at the time of transaction.

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: (1) Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority; (2) Electronic fund transfers initiated through SYSTEM, which would result in an overdraft of your account may be canceled, at our discretion; (3) In the event the electronic fund transfers initiated through SYSTEM, which would result in an overdraft of your account are not canceled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

Limits on Amounts and Frequency of SYSTEM Transactions

The number of transfers from BANK savings or money fund accounts are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

Cross Account Transfer

This service can be used to transfer funds into a BANK deposit account in which you are not an owner on. It is your responsibility to verify the account number entered for a cross account transfer is valid and correct. Cross account transfer may only be used for Chemical Bank checking and savings accounts. BANK is not responsible for recovering funds sent to an incorrect account number due to input error.

Bank to Bank Transfer

This service is only to be used to transfer funds to and from checking or savings accounts at other FI's in which you are a signer. This service is not to be used to transfer funds to or from loans, credit lines, time deposits or any other account type other than checking or savings accounts. It is your responsibility to register your external account and verify the two small deposits before the account can be eligible for a Bank to Bank transfer. With Bank to Bank transfers, you are limited to \$3,000 per day and \$10,000 per month in transfers. When sending a credit to another FI the credit will be deposited three business days after the debit has been processed. When debiting an account at another FI the credit will be deposited four days later. If a debit is returned back to BANK we will notify you. BANK has the right to terminate service or lower transaction limits at any time.

Bill Pay Payment Service

The bill payment service allows you to pay bills out of a designated account on a one-time or periodic basis to payees that you designate subject to the limitations described below.

Person to Person Payments

You may set up another individual as an electronic payee by inputting their routing and account number. The Bill Pay will be delivered electronically to the other financial institution.

Expedited Payments

By paying a small fee, electronic bill payments can be expedited and arrive at the destination the next business day. The expedited payment must be submitted before the 12:00pm cutoff time in order to be effective for the next business day.

Bill Pay Payment Limits

You may not schedule a single bill payment for greater than \$25,000.

“Send on” date vs. “Deliver by” date

When scheduling a bill payment, note the difference between the “SEND ON” date and the “DELIVER BY” date. The “SEND ON” date is the date we will attempt to deduct the payment amount from your designated account. If the attempted deduction fails because you did not have enough funds in your primary account, we will send you an email indicating such. If the second attempted deduction is not successful, the transaction will be cancelled and you will be responsible for rescheduling. If the second attempted deduction is successful, the payment will be processed and remitted to the payee, however the “DELIVER BY” date will be one business day later. If you receive an email because the first attempted deduction was not successful, you should access SYSTEM to determine the date of the second deduction attempt. If you schedule a payment with the “SEND ON” date as the current date, you must have adequate funds in your account at the time the payment is scheduled. The funds will be deducted shortly after you log out of the session. If you schedule a payment with the “SEND ON” date in the future, there must be adequate funds in your account when we attempt the deduction. This can occur anytime between 12:01 am and 4:00 pm EST. The “DELIVER BY” date is the date that you can expect the payee to receive your payment. The “DELIVER BY” date for your payment should be no later than the due date the payee has indicated for the payment. A payment will memo post to your account if the payment is initiated before 12:00pm. If the payment is initiated after 12:00pm the payment will memo post the following business day.

Payment Guarantee

If a properly scheduled payment is not received and posted on time by the payee, we will attempt to remove any late fees or assessed finance charges. (Finance charges are calculated based on your payment amount rather than your entire balance.) If the payee is unwilling or unable to remove them, we will pay the fees and finance charges directly to the payee. In addition, we will attempt to add a note of explanation to your account to ensure that the situation does not negatively impact your credit rating.

The Payment Guarantee applies to late fees and/or finance charges associated with the late posting of a payment, provided that the following conditions are met:

1. The payment was scheduled to be delivered on or before the due date of your bill, excluding any grace periods.
2. The payment was not made to a prohibited payee (see below) or the following type of payee:
 - Payments to payees located in the Armed Forces Postal Codes, such as AE & AP
 - Payments to settle securities transactions
 - Payments to payoff special or delayed financing for purchases
 - Payments to credit counseling agencies who pay creditors on your behalf
3. The information supplied by you is correct (payee name and address, your name and account number as it appears on the payee's records)
4. You had sufficient funds in your account during our first deduction attempt on the “SEND ON” date.

We will only be responsible for the direct fees or finance charges associated with the late payment. We will not be responsible for any other consequential damages that might arise from the late payment.

Cancelling Bill Payments

We may cancel a bill payment if we have reasonable belief that the payment is fraudulent. If we cancel a payment, we will attempt to contact you to inform you of this action.

You may cancel an outstanding bill payment at anytime through eBillPay. Bill payments are considered outstanding until the "SEND ON" date.

Internet Email Notifications

It is important to keep a current Internet email address on file with us, as we use this to communicate important security events about your account to you such as:

- Password changes
- User ID changes
- Internet email address changes (sent to old and new addresses)
- Adding new Payees
- Adding new Users

Stop Payment

We assume no responsibility for honoring a Stop Payment Order if the description of the item that you provided us is inaccurate or incomplete. If the check number is wrong or dollar amount is off by even a penny, our processing equipment may not catch the item in time. You agree to hold us harmless from all costs and expenses we incur, including any attorney's fees for consultation, at trial, and any appeals due to our refusal to pay the item. You agree not to hold us liable if the item is paid contrary to this Order and the payment is due to incorrect information you supplied. Your Logon is the same as giving written permission to order an online stop payment. This order and other written orders are valid for six months (180 days) from the date the Stop payment is placed and will automatically terminate after six months unless renewed in writing.

Bill Payment Stop Payment request- Options

Once the bill payment has been paid, you will need to contact us by telephone or chat to determine the options available. You CANNOT cancel or stop a bill payment, which has been paid electronically. You may be able to stop a SYSTEM bill payment paid by paper draft before the paper draft has cleared. Stopping the payment of a check is different from the cancellation/Stop Payment of a bill payment item.

Paper Check Stop Payment request-written from your account

You may initiate stop payment requests online via SYSTEM only for paper checks you have written on your BANK accounts (not SYSTEM bill payer paper drafts.) Online stop payment requests are processed real time when the stop payment has been submitted online. To be effective, stop payment requests must precisely identify the check number and the amount of the check. You will incur stop payment charges as disclosed in the current fee schedule for the applicable account.

Periodic Statements

You will not receive a separate SYSTEM statement. Transfers to and from your accounts using SYSTEM will appear online and on the respective periodic paper statements or electronic statement for your BANK accounts.

Errors or Questions

If you think your paper statement is wrong, or if you need more information about a transfer listed on your paper statement. We must hear from you no later than 60 days after we sent the FIRST paper statement upon which the problem or error appeared. When you contact us:

1. Tell us your name and account number.
2. Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information.
3. Tell us the dollar amount of the suspected error.
4. Tell us the account number used to pay the bill, payee name, the date the payment was sent, payment amount and the payee account number for the payment in question.

If you contact us by telephone or by email, we may require that you send us your complaint or question in the form of paper writing by postal mail or fax within 10 business days. We will communicate to you the results of our investigation within 10 business days after you contact us 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 provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the 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 in the form of a paper writing within 10 business days, we may not provisionally credit your account. If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If we have made a provisional credit, a corresponding debit will be made from your account.

Your Liability for Unauthorized Transfers

CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any).

If you contact us within two business days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission. If you do NOT contact us within two business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as \$500. Also, if your paper statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the paper statement was mailed to you, you may not get back any money you lost through transactions made after the 60 day time period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from contacting us, we will extend the time period.

Our Liability for Failure to Make a Transfer

If we do not complete a transfer to or from your account, including a bill payment, cross account transfer, and bank to bank transfer, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make a transfer.
2. If a legal order directs us to prohibit withdrawals from the account.
3. If your account is closed, or if it has been frozen.
4. If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
5. If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
6. If any electronic terminal, telecommunication device, or any parts of the SYSTEM electronic fund transfer system is not working properly and you knew about the problem when you started the transfer.
7. If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date and payment amount for the payee on a bill payment.
8. If you have not properly followed the on-screen instructions for using SYSTEM.
9. If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.
10. Improper handling or transmission by a third party.

Virus Protection

The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

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 SYSTEM Services provided to you under this Agreement. We do not and cannot warrant that SYSTEM will operate without errors, or that any or all SYSTEM Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to SYSTEM, 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, except as specifically provided in this Agreement, in no event shall the liability of BANK and its affiliates exceed the amounts paid by you for the services provided to you through SYSTEM.

Your Right to Terminate

You may cancel your SYSTEM service at any time by providing us with written notice by postal mail, fax, chat, or email (once logged on to SYSTEM). Your access to SYSTEM will be suspended within three business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred before the date of cancellation.

Our Right to Terminate

You agree that we can terminate or limit your access to SYSTEM Services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your BANK accounts. SYSTEM service may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Upon three business days' notice, if you do not contact us to designate a new Primary Checking Account immediately after closing your Primary Checking Account.
3. Upon reasonable notice, for any other reason at our sole discretion.
4. If we have reason to believe fraud has occurred or is occurring on your account.

Changes

Changes that you wish to make to your name or any aspect of the service should be communicated to the Bank. Address changes submitted online will update your address with us for all future mailings.

Communications between BANK and You

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- **In Person** Visit us at any one of our branch locations.
- **Chat** Chat with a bank representative within SYSTEM during bank business hours.
- **Email** CustomerSupportCenter@chemicalbankmi.com
- **Note:** Banking transactions through SYSTEM are not made via email and email transmissions are not secure.) We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc via any general or public email system. You should not rely on email if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur. In-Session messaging should be used instead to communicate information to BANK.
- **Telephone** 1-800-943-7386.
- **Facsimile** (269) 983-1037.
- **Postal Mail** Chemical Bank
Attn: eBanking Dept.
333 E. Main Street
PO Box569
Midland, MI 48640-0569

Disclosure of Account Information and Transfers

The Bank may disclose information about your account to third parties only as permitted under the Privacy Policy for Chemical Bank and its Customers, as amended from time to time. You understand information about your accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to SYSTEM. You agree and hereby authorize all of these transfers of information.

Change in Terms

We may change any term of this Agreement at any time. If the change would result in increased fees for any SYSTEM 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 at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the BANK SYSTEM website or forward it to you by email or by postal mail. 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 will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of the subject SYSTEM Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

Consent to Electronic Delivery of Notices

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the BANK SYSTEM website or by email. You agree to notify us immediately of any change in your email address.