



Terms And Conditions

**TERMS OF AGREEMENT – Main Street Bank’s Business Online Banking:**

**By clicking "Accept" during the log-in and/or enrollment process, you are agreeing to the terms and conditions of Main Street Bank's Business Online Banking usage.**

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This Agreement and Disclosure ("Agreement") establishes the terms and conditions governing your electronic access to your account(s) at Main Street Bank (the "Bank" or "we" or "us") through use of our Business Online Banking services ("Business Online Banking"). This Agreement also includes disclosures required by law as to certain Business Online Banking Services (as defined below) involving electronic funds transfers or payments. This Agreement also contains the terms and conditions under which you, as a customer of the Bank ("you", "your") may, as applicable, use (i) your telephone; (ii) your personal computer and the Bank's website located at [www.mainstreetbankmi.com](http://www.mainstreetbankmi.com) ("Site"); and/or (iii) your web-enabled wireless telephone or mobile device and the Bank's wireless access protocol, to access Business Online Banking and its services. Business Online Banking services include accessing checking, savings or money market accounts in which you are a primary or secondary owner ("Account" or "Accounts"); transferring funds between your Accounts or from an established line of credit, if any, accessible through your checking Account; making bill payments, if available, from one of your Accounts; and any other functions that may hereinafter be offered to you through Business Online Banking. By requesting, receiving, signing, opening, using or permitting another to use Business Online Banking, or by electronically indicating your acceptance on our Site, you and any other owner on the Accounts agree to be bound by the following terms and conditions:

The Main Street Bank Master Treasury Management Agreement must be executed prior to obtaining access to Main Street Bank's Business Online Banking services. If there is a conflict between this Agreement and the Master Treasury Agreement, the Master Treasury Agreement shall prevail to the extent necessary to resolve the conflict.

**COMPUTER REQUIREMENTS FOR INTERNET ACCESS**

The Business Online Banking documentation that we provide you contains general information on requirements for equipment and web browser software (collectively referred to as your "Computer") that you need to use Business Online Banking (as defined herein). You shall be solely responsible for obtaining, installing, maintaining and operating your Computer, other equipment, related software and Internet service as may be required from time to time for you to access and use Business Online Banking through the Internet. We shall not be responsible for providing, supporting or maintaining your Computer, equipment, software or Internet service.

**DISCLAIMER OF WARRANTIES**

YOU ASSUME THE ENTIRE RISK WITH RESPECT TO YOUR USE OF THE BUSINESS ONLINE BANKING SERVICES, AND THE TELEPHONE, COMPUTER, WIRELESS DEVICE, ASSOCIATED HARDWARE AND SOFTWARE THAT YOU USE TO ACCESS BUSINESS ONLINE BANKING, THE BUSINESS ONLINE BANKING SERVICES AND YOUR INTERNET SERVICE INCLUDING, WITHOUT LIMITATION, THE RISK THAT ANY AND ALL INFORMATION AND TRANSACTIONS EXCHANGED OR PROCESSED THROUGH BUSINESS ONLINE BANKING ARE VIEWED AND/OR TAMPERED WITH BY A THIRD PARTY WHEN IN TRANSIT OR THROUGH YOUR PROVISION OF YOUR CUSTOMER ID (AS DEFINED HEREIN), AND/OR PASSWORD. THE RISK OF ERROR, FAILURE OR NONPERFORMANCE OF YOUR COMPUTER AND/OR WIRELESS DEVICE IS YOUR RISK.

THE BUSINESS ONLINE BANKING SERVICES ARE PROVIDED "AS IS", AND THE BANK MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF WITH RESPECT TO THE AVAILABILITY, ACCURACY, COMPLETENESS OR TIMELINESS OF BUSINESS ONLINE BANKING SERVICES. THE BANK MAKES NO WARRANTY THAT THE BUSINESS ONLINE BANKING SERVICES ARE TOTALLY SECURE OR WILL BE FREE OF ANY VIRUS OR ERROR FREE. IN ADDITION, BANK MAKES NO WARRANTY THAT THE DOCUMENTATION PROVIDED TO YOU IS APPROPRIATE FOR YOUR NEEDS OR THAT THIRD PARTY GOODS AND SERVICES REFERENCED THEREIN WILL PERFORM AS DOCUMENTED. YOU AGREE TO LOOK SOLELY TO THE THIRD PARTY PROVIDER WITH RESPECT TO ANY WARRANTY CLAIMS



## **EXCLUSION OF CERTAIN DAMAGES; LIMITATION OF LIABILITY**

EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY APPLICABLE LAW, IN NO EVENT SHALL THE BANK BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, DIRECT OR INDIRECT DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR DATA AND PERSONAL INJURY), WHETHER OR NOT THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE BUSINESS ONLINE BANKING SERVICES, YOUR TELEPHONE, YOUR COMPUTER, YOUR WIRELESS DEVICE, ANY OTHER HARDWARE OR SOFTWARE THAT YOU USE TO ACCESS OR USE THE BUSINESS ONLINE BANKING SERVICES, OR YOUR INTERNET SERVICE.

Except to the extent otherwise required by applicable law, in no event will the Bank be liable for any claim against you or a third party, and you agree to indemnify and hold the Bank harmless for any third party claims for costs, damages, expenses or liabilities arising out of or in connection with your use of and the performance of the Business Online Banking in connection therewith, whether alone or in combination with any product or service. Without limiting the foregoing, you acknowledge and agree to assume the entire risk of and liability for corruption of any other software or malfunction of any equipment (including, without limitation, your computer and/or your wireless device) used in connection with using the Business Online Banking Services.

## **REGISTRATION PROCESS**

The Business Online Banking service requires that the customer complete the Master Treasury Agreement. This involves completing the initial user authentication form to confirm your identity as a Main Street Bank customer. After successfully completing the authentication form, the registration process will allow you to establish an Access ID, password and security question(s) and answer(s). Businesses may have the ability to create multiple Access IDs each with the access level you designate.

Any owner or authorized signer of any Account may obtain a separate Access ID and Password for access to such Account.

## **ONLINE SECURITY INFORMATION**

Main Street Bank's Business Online Banking system is part of the Fiserv network that utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. In addition to the security measures taken by Fiserv and Main Street Bank, you acknowledge and agree that the use of your Access ID and Password with Business Online Banking is a security measure intended to help us maintain the security of your Accounts. You are responsible for the safekeeping of your Password. You agree not to disclose your Password to anyone and to take all reasonable precautions to protect others from learning your Password. The Bank strongly suggests that you change your Password from time to time in order to enhance security; in addition, you may be required to periodically change your Password. You further acknowledge that Bank is not liable for your failure to safeguard the privacy of your Access ID and Password; the Bank will not be liable for any losses resulting from you permitting other persons to use your Access ID and Password to access the system

You acknowledge and agree that the security, integrity and privacy of any and all information and transactions exchanged or processed through Business Online Banking Services cannot be guaranteed and that any such information may be viewed or tampered with in transit by a third party.

You acknowledge and agree to the Security Procedures stated in the Master Treasury Management Agreement.

If you believe that your Access ID and/or Password or other means to access the service has been lost, stolen or compromised you must notify us at once by calling (866) 353-BANK (2265) during business hours.



## **BUSINESS ONLINE BANKING SERVICES**

You may use Business Online Banking to access information concerning your Accounts and also to perform certain transactions for which you are authorized. The following Business Online Banking Services currently are available through Business Online Banking:

1. View balance and transaction information concerning your Accounts;
2. View images of checks clearing your Accounts;
3. Transfer funds between your deposit Accounts;
4. Make payments on your loans held by the Bank;
5. Transfer funds from established lines of credit, if any, accessible through your checking Account or by check to your deposit Accounts;
6. Schedule future transfers on a one-time or recurring basis;
7. Utilize the Business Online Banking Services described in the "Bill Payment" sections of this Agreement to make payments to payees other than the Bank from any of your checking Accounts;
8. Place stop payment orders for checks written against your Accounts (see "Stop Payment Requests" section of this Agreement).
9. Additional services for Business accounts, as stated in the Master Treasury Management Agreement.

## **NOTIFI**

### Main Street Bank Alerts Terms and Conditions

Alerts. Your enrollment in Main Street Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Main Street Bank account(s). Alerts are provided within the following categories:

Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.

Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.

Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the Manage Alerts menu within Main Street Bank Online Banking and Manage Alerts menu within Main Street Bank Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Main Street Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Main Street Bank Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop Alerts via text message, **text "STOP" to 99588 at any time.** Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in **Main Street Bank** Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to **99588.** In case of questions please contact customer service at **866-353-2265.** Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-



Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS. **Limitations.** Main Street Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside **Main Street Bank's** control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold **Main Street Bank**, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

### **ACCESS, TRANSFER AND PAYMENT LIMITATIONS**

You will be denied access to Business Online Banking if you do not provide a valid Access ID and Password. Your access will be denied if you exceed the number of invalid attempts allowed by us. Transfers and payments are limited to the amount of funds available for withdrawal in your deposit Accounts or for draws under established lines of credit, if any. The availability of funds in your deposit Accounts is subject to the availability schedule published by us from time to time. Transfers from any insured Money Market Account or Savings cannot exceed six per month (including checks).

Transfers performed during any Business day (as defined below) generally will be posted to your Account as of that day; however, transfers performed after 4:30 p.m. on a Business Day or on a Saturday or Sunday or Bank holiday may not be posted to your Account until the next Business Day. Transfers scheduled for a future date will be processed at 1:00 a.m. on the requested date if it is a Business Day, or at 1:00 a.m. on the next Business Day if the requested date falls on a Saturday or Sunday or Bank holiday. Our "Business Days" are Monday through Friday, excluding Saturdays and Sundays and Bank holidays.

### **STOP PAYMENT REQUESTS**

You or an authorized user can place a Stop Payment using Business Online Banking on any check issued by you and drawn on your Main Street Bank checking account. It will be your sole responsibility to verify that the check has not previously cleared your account by researching that item using all means available to you. You must input the check number(s), the payee and the exact amount of the check. Stop payment requests received online are effective for 6 months after the date accepted and automatically expire after that period. If you place a stop payment in accordance with these instructions and we do not do so, we will be liable for your losses or damages. However, if you place a stop payment on a check that has already cleared your account or inaccurate information was input regarding the stop payment request, we will not be liable for your losses or damages. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a stop payment and we will not be liable for any incidental, special, or consequential damages. We reserve the right to require you to present your stop payment request in writing within fourteen days. You will incur a stop payment fee as defined in our Account Disclosure.

Renewals and revocations of stop orders must be placed in writing and must be faxed or mailed to:  
Main Street Bank  
Attn: Stop Payment Desk  
31780 Telegraph Road  
Bingham Farms, MI 48025

If you need to contact us immediately regarding an unauthorized transaction or stop payment request, you may call the Bank at the telephone number set forth in the section of this Agreement entitled "How to Notify Us".



## **ADDRESS CHANGES**

If your postal or e-mail address changes, you need to call the Bank at the telephone number set forth in the section of the Agreement entitled "How to Notify Us" so that we may change our records.

## **BILL PAYMENT**

If you have obtained prior authorization (either on your application for Business Online Banking or by request at some later time), you will have access to the bill payment feature of Business Online Banking. You can make payments from any of your eligible checking Accounts to any payee you choose (to the extent there are available funds in your designated Account for the FULL payment amount). You may make payments to any individual, business, merchant or professional with a U.S. payment address. You may use the bill payment feature on a transaction-by-transaction basis, on a recurring and scheduled basis, or a combination of both

Before the initial payment to a payee is made, you must provide to us the name and address of your payee and information about your account with that payee. Unless your payee has agreed to accept electronic payments, a check will be mailed to the address you give us. You are responsible for providing the correct address as indicated in the payee's invoice or other payment request document.

The earliest possible Scheduled Payment Date for each Biller will be designated within the Bill Payment Service when you are scheduling the payment. IMPORTANT NOTE: PAYMENTS MADE THROUGH BILL PAYMENT FEATURE REQUIRE SUFFICIENT TIME FOR YOUR PAYEE TO CREDIT YOUR ACCOUNT PROPERLY. TO AVOID INCURRING A FINANCE CHARGE OR OTHER CHARGES BY THE PAYEE, YOU MUST PROCESS YOUR PAYMENTS ON A DATE WHICH IS SUFFICIENTLY IN ADVANCE OF THE DUE DATE OF YOUR PAYMENT. PAYMENTS GENERALLY SHOULD BE SCHEDULED SO THE PAYMENT DATE IS AT LEAST SEVEN (7) BUSINESS DAYS PRIOR TO THE PAYMENT DUE DATE OR FIVE (5) BUSINESS DAYS PRIOR TO THE PAYMENT DUE DATE FOR ANY PAYEE THAT WILL ACCEPT ELECTRONIC DELIVERY. ONCE A BILL PAYMENT DATE IS SELECTED, WE WILL PROVIDE YOU WITH A RANGE OF POSSIBLE PAYMENT DATES, STARTING WITH THE EARLIEST POSSIBLE DAY AND ENDING WITH THE LATEST POSSIBLE DAY THAT THE PAYMENT WILL ARRIVE. WE WILL NOT BE RESPONSIBLE FOR ANY CHARGES IMPOSED OR OTHER ACTION TAKEN BY A PAYEE RESULTING FROM LATE PAYMENT, UNLESS YOU CAN PROVE THAT YOU INPUT THE PROPER PAYMENT INFORMATION FOR YOUR ACCOUNT WITH THE PAYEE THAT YOU HAD SUFFICIENT FUNDS IN YOUR ACCOUNT TO COVER THE PAYMENT, AND THAT THE PAYMENT WAS NOT MAILED IN TIME TO ARRIVE AT THE PAYEE BY THE GUARANTEED PAYMENT DATE.

Refer to the Bill Payment Service Terms and Conditions, available on the Bill Pay website, for additional disclosures, including Stop Payment Requests, Payment Cancellation Requests and other important information.

## **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS (For Consumer Accounts Only)**

Tell us AT ONCE if you believe any of your Access IDs and/or Passwords have been lost or stolen or used without your permission. Generally, contacting us via telephone is the best way of keeping your possible losses down. You could lose all the money in your Accounts (plus the maximum amount available under established lines of credit, if any, accessible through any checking Account). If you believe any of your Passwords have been lost, misused or stolen, and you notify us within two Business Days after you learn of the loss, misuse, or theft, you can lose no more than \$50.00 if someone used your Password without your permission. If you do NOT notify us within two Business Days after you learn of the loss, misuse or theft of your Password, and we can prove we could have stopped someone from using or accessing your Accounts without your permission, if you had notified us, you could lose as much as \$500.00. If our statement shows transfers that you did not make, please notify us at once. If you do not notify us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we prove that we could have stopped someone from taking the money if you had notified us in time.



### **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS (For Business Accounts Only)**

Business customers should refer to their terms and conditions in case of errors or questions about your electronic transfers.

### **BANK'S LIABILITY FOR FAILURE TO MAKE TRANSFERS (For Consumer Accounts Only)**

If we do not complete a transfer to or from your Account on time and in the correct amount according to our agreement with you, we will be held liable for your losses or damages. However, there are some exceptions. For instance, we will not be liable:

1. If through no fault of ours, you do not have enough available funds in your Account to make the transfer;
2. If you use the wrong Access ID and Password or you have not properly followed any applicable computer, Internet or Wireless Internet service provider or Bank user instructions for making transfer and bill payment transactions;
3. If your Computer, Wireless Device, related hardware or software or Internet or Wireless Internet service fails or malfunctions or Business Online Banking Services were not properly working and such problem should have been apparent when you attempted such transaction;
4. If the funds in your Account are subject to legal process or another type of restriction on transfer;
5. If incomplete or inaccurate information is forwarded by the United States Treasury or through an automated clearing house;
6. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken;
7. If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due;
8. If there is a failure or delay by any payee in processing any payment under the bill payment Business Online Banking Feature;
9. If the error was caused by a system outside the Bank's control, such as your Internet or Wireless Internet service provider;
10. If there are other exceptions as established by the Bank from time to time.

### **BANK'S LIABILITY FOR FAILURE TO MAKE TRANSFERS (For Business Accounts Only)**

Business customers should refer to their terms and conditions in case of errors or questions about your electronic transfers.

### **DOCUMENTATION**

You may view your current Account status or activity through Business Online Banking. If your Account is a checking or money market Account, you will get a monthly Account statement. If your Account is a savings Account, you will get a monthly statement unless there are no electronic funds transfers in a particular month, in which case you will get a savings Account statement at least quarterly. These statements will show electronic funds transfers to or from your Accounts.

### **DAYS AND HOURS OF OPERATION FOR BUSINESS ONLINE BANKING**

The Business Online Banking Services are generally available 24 hours a day, seven days a week, except at times of Systems Unavailability, described below. However, we process transactions and update information only on Business Days, except that bill payment Services are only processed and updated Monday through Friday. Any



transaction(s) including scheduled payments, to be made on a day that is not a Business Day will be credited, completed, or made on the next Business Day.

**SYSTEMS UNAVAILABILITY** - The Business Online Banking Services may be unavailable at certain times:

1. For certain brief periods during nightly processing;
2. When we determine that systems require maintenance or upgrades;
3. When we determine that unforeseen maintenance is necessary;
4. When major unforeseen events occur, such as earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages. If such events occur, the Bank generally will use commercially reasonable efforts to restore the Business Online Banking Services.

#### **DISCLOSURE OF INFORMATION ABOUT YOU**

We may disclose information to third parties about your Accounts or the transactions you make:

1. Where it is necessary for completing transactions;
2. In order to verify the existence and condition of one or more of your Accounts for a third party, including without limitation, a credit bureau, merchant or other payee;
3. In order to comply with government agency rules, regulations and requirements and or court orders or applicable laws;
4. If you give us your written permission;
5. If we close one or more of your Accounts because it has been maintained in an unsatisfactory manner.

#### **WHAT TO DO IN CASE OF ERRORS OR QUESTIONS** (For Consumer Accounts Only)

Telephone us or write us at the number and address shown in the "How to Notify Us" section of this Agreement as soon as you can if you think your statement is wrong or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and Account number (if any);
2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is in error and/or why you need more information;
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or questions in writing within 10 Business Days.

We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (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.

If we decide that there was no error, we will send you a written explanation within 3 Business Days after we finish our investigation. You may request copies of the documents that we used in our investigation.

#### **WHAT TO DO IN CASE OF ERRORS OR QUESTIONS** (For Business Accounts Only)

Telephone us or write us at the number and address shown in the "How to Notify Us" section of this Agreement as soon as you can if you think your statement is wrong or if you need more information about a transaction listed on





the statement. For additional information, Business customers should refer to their terms and conditions in case of errors or questions about your electronic transfers.

### **BUSINESS ONLINE BANKING FEES**

Use of the Business Online Banking Services (including the bill payment feature) may be subject to the fees reflected in the Fees Disclosure. The Bank reserves the right to impose charges for the use of the Business Online Banking Services, including, but not limited to bill payment services, in the future upon notice by the Bank. Any future Business Online Banking charges and any charges currently associated with the Accounts may be changed upon notice by the Bank. You will be charged based on the Bank's Business Banking Fee Schedule for Accounts & Services in effect from time to time.

### **TERMINATION OF SERVICES OR ACCESS**

As standard practice, the Bank will deactivate your account and deny you internet access after 180 days of inactivity. If such action is taken by us, we are not obliged to send you a notice of termination.

We, also may at any time, at our sole discretion, limit, suspend or modify Business Online Banking, and may at any time terminate Business Online Banking services or access to your Accounts by use of Business Online Banking for cause. If such action is taken by us, we will try to notify you in advance, but we are not obliged to do so.

You may cancel this Agreement and your use of Business Online Banking at any time by notifying the Bank at the address provided in the "How to Notify Us" section of this Agreement. This will terminate your access to Business Online Banking but will not terminate your Accounts with the Bank. If you terminate Business Online Banking or this Agreement, such termination will not affect the rights and responsibilities of the parties under this Agreement with respect to transactions initiated before termination.

### **CHANGES IN TERMS AND FEES**

The Bank may change the Business Online Banking Services and the terms and conditions (including fees) set forth in this Agreement at any time. You will be notified of any such changes as required by applicable law, either by mail or by an electronic message posted on the Site or other acceptable means.

Any amendment, modification or rescission made in the manner described above shall be binding upon you as though expressly agreed to by you. If written notice is mailed to you, it shall be mailed to your last known address as shown on the Bank's records.

### **ENFORCEMENT**

You agree to be liable to the Bank for any liability, loss or expense (including reasonable attorney's fees) that the Bank incurs as a result of any improper use or dispute involving your Accounts or use of Business Online Banking Services other than as expressly permitted by this Agreement. You authorize the Bank to deduct any aforementioned liability, loss or expense from your Accounts without prior notice.

### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.





## **OTHER**

All transactions are subject to terms and conditions of all applicable agreements and rules and regulations of the Bank relating to the type of Account with respect to which transfers or payments are made, now or in the future, as said agreements, rules and regulations are not in effect or as they may hereafter be amended, modified or adopted.

If you request to use Business Online Banking for a joint Account, you and the joint Account holder(s) agree to be jointly and severally liable under the terms and conditions of all applicable agreements and the rules and regulations governing such Account.

## **HOW TO NOTIFY US**

If you believe you have had an unauthorized transaction/transfer on any of your Accounts or you believe that your Access ID and/or Password has been lost, misused, or stolen or that someone has transferred or may transfer money from your Account without your permission, immediately contact us at:

Phone: (248) 645-8888 or (866) 353-BANK (2265)

Fax: (248) 530-2868

Mailing Address:

Main Street Bank

Attn: Online Banking Support

31780 Telegraph Road, Suite 100

Bingham Farms, MI 48025

You may also notify us by coming to the above address during Business Hours on Business Days. Our "Business Hours" are generally 8:30 a.m. to 4:30 p.m. Monday through Thursday and 8:30 a.m. through 6:00 p.m. on Friday.

## **WEBSITE**

[www.mainstreetbankmi.com](http://www.mainstreetbankmi.com)