

# AUTHORIZATION & CONSENT ELECTRONIC DELIVERY OF ACCOUNT STATEMENTS

## **Introduction**

This Agreement is a contract between you and Main Street Bank that outlines the terms and conditions for receiving your monthly account statements from Main Street Bank electronically. Some of the terms set forth in this Agreement are governed by the Electronic Funds Transfer Act ("EFT Act"), which is only applicable to consumers. Business account holders are not entitled to the rights provided under the EFT Act. Acceptance of this disclosure gives your consent to receive communications and information electronically. You give your consent to this agreement by clicking the "I Agree" button at the bottom of this statement.

## **eStatement Access**

To access eStatements you are required to have a personal computer with internet access, a valid email address and Adobe Acrobat® 5.0 or above. You may access the latest version of Adobe at [www.adobe.com](http://www.adobe.com). To retain a copy of the disclosures, notices, terms and conditions, and other documents, your device must have the ability to download and store or print PDF files.

Upon receipt of your consent, you will receive an email notifying you that the statement for an account that you have selected is available to view and download. Simply click on the link in your email message to navigate to Main Street Bank's online banking website. You will be required to enter your Access ID and password to view your electronic statement.

## **Limitations on Bank's Liability**

***You agree it is your sole responsibility to protect your password from unauthorized persons. You agree that it is your responsibility to ensure that the electronic statements cannot be intercepted or viewed by others. You agree that the Bank has no control as to the persons who have access to your personal computer and your password once it is in your possession. The Bank will not be liable for any unauthorized access to your personal computer or your passwords.*** You understand that you have no expectation of privacy if you transfer any statement via email to another person or entity using the internet. You further agree to hold harmless Main Street Bank from any liability if the information is intercepted or viewed by unauthorized parties.

## **Additional Categories of Records to which This Consent Applies**

By accepting eStatements, you hereby authorize Main Street Bank to provide other periodic or special notices to you by electronic mail. Other periodic or special notices may include hold notices on availability of funds, error resolution notices, privacy notices, Billing Rights Notice, or any other notice that federal laws and regulations from time to time may require us to provide to you.

## **Accuracy of email Address and Liability**

You are responsible for notifying us of any email address changes. Notification of any email changes should be received ten (10) days before the end of your normal statement cycle. You may notify us by email at [estatements@msbmi.com](mailto:estatements@msbmi.com) or by calling (248)645-8888. You may also visit any of our locations and speak with one of our Customer Service Representatives for assistance. If your electronic mail is returned as undeliverable, an attempt will be made to deliver to an alternate email address if you have provided us with one. If you have not provided us with an alternate email address, an attempt will be made to contact you. If contact cannot be made, a paper copy of your statement will be sent by U.S. Mail and a fee, as disclosed in the fee schedule, may apply. You may obtain a paper copy of your statement; fees, as disclosed in the fee schedule, may apply.

Your email address may be changed using the procedure described above by any authorized party to your account. The bank shall have no obligation or liability to any of the parties to a multiple-party account if the email address is changed using the procedures set forth above.

#### **Notification of Statement Availability**

You will receive an email notification the day your eStatement is ready to view. You must promptly review your eStatement and any accompanying items and notify us in writing at 31780 Telegraph Rd., Bingham Farms, MI, 48025 or via telephone at (248)645-8888, or in person at any of our locations (within the applicable time periods specified in your deposit agreement) of any error, unauthorized signature, lack of signature, alteration or other irregularity. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the Email Date regardless of when you review your statement. If you believe your eStatement is lost or that someone has obtained access to your eStatement without your permission, write to us at 31780 Telegraph Rd., Bingham Farms, MI, 48025. You may also contact one of our Customer Service Representatives, in person at any branch location or call (248) 645-8888.

#### **Billing Rights Statement**

**MAIN STREET BANK**  
**31780 Telegraph Road**  
**Bingham Farms MI 48025**  
**Phone: (866) 353-BANK**  
**Fax: (248) 530-2879**  
[www.mainstreetbankmi.com](http://www.mainstreetbankmi.com)

Important Information regarding the method used to determine the balance in which the FINANCE CHARGE will be computed. A daily FINANCE CHARGE will be imposed on all credit advances made under your Credit Line imposed from the date of each credit advance based on the "daily balance" method. To get the daily balance we take the beginning balance of your Credit Line Account each day, add any new advances and subtract any payments or credits and any unpaid FINANCE CHARGES. This gives us the daily balance; then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

#### **Variable Periodic Rate**

The Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE on your Credit Line will increase or decrease as the Index rate increases or decreases from time to time. Adjustments to the Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE resulting in changes in the Index will take effect daily. In no event will the corresponding ANNUAL PERCENTAGE RATE be more than the lesser of 18.000% or the maximum rate allowed by applicable law.

#### **In Case of Errors or Questions About Your Statement**

Send your inquiry in writing to the above address on a separate sheet as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first bill on which the error or problem appeared. You may telephone us, but doing so will not preserve your rights.

In your letter, give us the following information;

1. Your name and account number
2. The dollar amount of the suspected error
3. Describe the error and explain if you can why you believe there is an error. If you need more information, describe the item you are unsure about.

You remain obligated to pay the parts of your bill not in dispute, but you do not have to pay any amount in dispute during the time we are investigating your question. While we investigate, we cannot report you as delinquent or take any action to collect the amount you question.

### **In Case of Errors or Inquiries About Your Electronic Transfers**

You may contact us at the telephone number shown above during normal business hours OR write to us at the address shown above as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe that there is an error or why you need more information.
3. Tell us the dollar amount of the suspected error

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will re-credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes to complete our investigation.

### **Preauthorized Deposits**

If you are the recipient of preauthorized deposits, you may contact us at the number shown above during normal business hours to confirm receipt of your deposit.

### **Right to Receive Paper Statements and Other Records and Information**

Once you voluntarily enroll to receive eStatements, your monthly account statements and the indicated regulatory disclosures, notifications, changes in terms or conditions or other items as listed above, will no longer be sent to you via the U.S. Mail. You may request to receive a paper account statements. Be advised that a fee, as disclosed in the fee schedule, may apply. At any time you may request a printed version of any agreement, disclosure or account notification at no charge.

### **Withdrawing Consent to Receive eStatements**

You have the right to withdraw your consent to receive electronic periodic statements at any time at no charge to you. To withdraw your consent to receive electronic statements, you must notify us via email at [estatements@msbmi.com](mailto:estatements@msbmi.com), through our Website at [www.mainstreetbankmi.com](http://www.mainstreetbankmi.com), or in writing to 31780 Telegraph Road, Bingham Farms, MI, 48025. You may also contact one of our Customer Service Representatives, in person at any branch location or call (248)645-8888. The withdrawal of your consent should be received at least ten (10) days before the end of your normal statement cycle.

All electronic statements shall be in full compliance with applicable laws and regulations. The provisions in this agreement are part of and are subject to all the provisions Main Street Bank Terms and Conditions for Depository Accounts.

I have read and agree to the terms of the Email Statement Disclosure and I would like to receive eStatement delivery. I understand that for the accounts listed above I will no longer receive a periodic statement sent by U.S. Mail.

Confirmation code: 7831