



301 Newman Street, P.O. 312, East Tawas, Michigan 48730 · Toll Free (888) BANKHCB · (989) 362-6700 · FAX (989) 362-8982 · bankhcb.com

## **HURON COMMUNITY BANK E SIGN DISCLOSURE AND AGREEMENT**

Before you may use Huron Community Bank's ("HCB") online banking and electronic document delivery process, you must agree to this eSign Disclosure and Agreement (the "Agreement"). Before agreeing to the Agreement, you must consent to receive it and any future amendments and changes to the Agreement, along with communications, documents, agreements, notices, and any and all documents required by State or federal law and any other form required to be provided by HCB pertaining to your deposit or loan accounts with HCB (collectively "Documents") electronically. By continuing to use Online Banking and/or Mobile Banking, you consent to receive the Agreement and Documents electronically and you agree to the terms and conditions of this Agreement. This Agreement is required by the Federal Electronic Signatures in Global and National Commerce Act ("E-Signature Act") in order for HCB to provide you with electronic Agreement and Documents. Please read this disclosure carefully and keep a copy for your records.

In order to access, receive, and retain the Agreement and Documents, you must provide at your own expense an Internet connected device and a valid email address. Your device must meet the minimum requirements outlined below.

To retain a copy of the Agreement and all Documents, please save them to the hard drive on your personal computer ("PC") or you may print them using your browser print feature.

**Paper Delivery of Agreements:**

You have the right to receive a paper copy of the Agreement and Documents. To receive a free paper copy, please request it/them in one of the following ways: in writing by mailing your request to Huron Community Bank, P.O. Box 312, East Tawas, MI 48730; by calling 888-226-5422; or by stopping into an HCB branch.

**System Requirements to Access Information:**

To agree to this Agreement and to receive an electronic copy of the Agreement and Documents, you must have Windows 10 with Microsoft Internet Explorer® 11, Microsoft Edge®, Google Chrome™, or Mozilla Firefox®. For Mac Users you must have Mac OS X® with Safari®, Google Chrome™, or Mozilla Firefox®. For more information about supported OS, Browsers, and Mobile Devices, please visit our website at [www.bankhcb.com](http://www.bankhcb.com).

**System Requirements to Retain Information:**

To retain a copy of the Agreement and Documents, your device must have the ability to download and store PDF files.

**Withdrawal of Electronic Acceptance of Documents:**

After you have agreed to this Agreement, you cannot withdraw your consent to receive the Agreement electronically, but you can withdraw your consent to receive all Documents electronically in one of the following ways: in writing by mailing your request to Huron Community Bank, 301 Newman Street, P.O. 312, East Tawas, Michigan 48730; by calling 888-226-5422; or by stopping in to an HCB branch. If you withdraw your consent to receive Documents electronically, all Documents will be provided via mail and you will no longer be provided the Documents electronically. If you later change your mind and would like electronic Documents, you will have to agree to this Agreement again.



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**Electronic Retention of Records:**

You agree that HCB, at its option, may retain the Agreement and Documents in electronic format only. This includes documents pertaining to your deposit accounts, loan, including your note and mortgage. If retained electronically, the electronic copy shall be considered an original.

**Notice of Change:**

You agree to notify HCB immediately of any change in your email address. Notice must be given for changing your email address by calling 888-226-5422.

**Changes to the Agreement:**

You understand and agree that HCB retains the right, to the extent permitted by law, to amend this Agreement at any time without consent by providing you with written notice of such change electronically and in accordance with this Agreement or via mail to your last known mailing address.

If you do not consent to any of these Agreements, please discontinue use of Huron Community Bank's Electronic Services. Contact 888-226-5422 and indicate you wish to disable your Online Banking and/or Mobile Banking credentials.



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## **Online Banking and Online Bill Payment Service Terms and Conditions**

Welcome to Huron Community Bank Online Banking. Your use of Online Banking is subject to all terms and conditions contained in this online Agreement (the "Agreement"). Please read the Agreement carefully before proceeding. When you use Online Banking you agree to the terms and conditions of the entire Agreement.

### **I. GENERAL TERMS AND CONDITIONS**

#### **1. Definitions:**

Throughout this Agreement, the words "you" and "your" refer to every person who is listed on our records as an owner of the Account who has enrolled in Online Banking. "We", "us" and "our" mean Huron Community Bank. "Authorized Use" means you or any other person who either (i) is actually authorized by you to use Online Banking on your behalf; (ii) accesses Online Banking using your online password, whether or not such person has actual authority to do so. "Account" means your primary checking account or other account designated by you. "Business Day" means Monday through Friday, except for legal holidays. "Transaction" means any transaction requested using Online Banking, including requests for transfers between your accounts and Bill Payment requests. "Site" means our internet website.

#### **2. Terms of Agreement:**

You agree to the rules in this Agreement every time your password is used to access Online Banking. Your use of Online Banking may also be affected by the agreements between us for your linked Huron Community Bank accounts. When you link an account to Online Banking you do not change the agreements you already have with us for that account, (for example – loans, money market accounts). You should review those agreements for limitations on the number of transactions you can make and for other restrictions that might impact your use of an account with Online Banking.

#### **3. Electronic Funds Transfer Act:**

This Agreement applies to personal accounts and certain business accounts, unless an exception is noted. Personal accounts may be subject to the Electronic Funds Transfer Act ("EFTA"), some personal accounts will be governed both by the rules of the EFTA and this Agreement. If the EFTA applies to the account and there is a conflict between the rules of the EFTA and this Agreement, EFTA's provisions will control. Please see the Electronic Fund Transfers section of the Customer Agreement for special rules applicable to personal accounts.

#### **4. Online Banking Available Services:**

The following types of services are available any time, day or night, 7 days per week:

- Access history on your accounts for a period up to 6 months or more
- Check account balances
- Transfer funds electronically between your linked accounts
- View images of paid checks
- Initiate electronic bill payments through Bill Pay services
- Obtain information about Bank products and services



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**5. Transfers:**

Transfers can be made in two ways, one-time and recurring. One-time transfers are used when transfers occur on an infrequent or irregular basis, or which vary in amount. One-time transfers can be scheduled as immediate or future dated. You may use the recurring transfer feature when you transfer a set amount at regular intervals, for example from your checking to your savings account. One-time and recurring transfers may be made from your linked Huron Community Bank personal or business checking, savings, Money Market accounts. Your ability to transfer funds between certain accounts is limited by federal law, as described in the Customer Agreement. For example, Transfers from a Money Market Account to another account or to third parties by preauthorized, automatic, computer transfer or by check, draft or similar order to third parties are limited to six per statement cycle. Transfers and bill payments made using Online Banking are counted against the permissible number of transfers, as are the other transfer methods described in the Customer Agreement. The completion of a transfer is subject to the availability of sufficient funds at the time of final processing. If you do not have enough available funds, you may incur a non-sufficient funds (NSF) fee. Please refer to the applicable account agreement and fee schedule for details. Transfers you submit are immediately reflected in your balances for that account. Transfers entered before the cut-off time of 5:00 p.m. (EST) on a bank business day are processed on that bank business day. Transfers entered after the cut-off time or on a non-bank business day are processed on the next bank business day.

**6. Online Banking Bill Payment Processing:**

Please refer to the Online Bill Payment Service Terms and Conditions located at the bottom of this Agreement.

**7. Changes in Service Charges and Terms:**

We reserve the right to change the terms described in this Agreement. When changes are made to any service charges, or other material terms we will update this Agreement and if required by law send a notice to you at the address shown on our records. For changes involving additional service charges for online transactions, limits on the type, amount or frequency of transactions, or any increase in your responsibility for unauthorized transactions, such notice will be posted or sent at least thirty (30) days in advance of the effective date of any change, unless immediate change is necessary to maintain the security of the system. If such an immediate change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change, as required by law. You may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse service charges in individual situations. Changes to service charges applicable to specific accounts are governed by applicable account disclosures. We also reserve the right to terminate this Site, make access unavailable, and change the Site content, with or without reasonable notice at any time.

**8. Privacy Policy; Disclosures of Information to Third Parties:**

We understand you are concerned about privacy, and your need to safeguard your information and records from unauthorized use and disclosure. Please see our Website Privacy Statement at [www.bankhcb.com](http://www.bankhcb.com) for information about how we treat information you provide us through our Site.

**9. Information Accuracy:**

We strive to provide complete, accurate and timely account information through Online Banking. All information is either generated by us or obtained from sources believed by us to be accurate



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and reliable as of the date posted to the Site. However, because of the possibility of human and mechanical error, delayed updates, as well as other factors such as the difficulty of securing a web site from unauthorized alterations or the occurrence of a system breakdown or other unavailability, neither we nor any of our affiliates provide any representations or warranties regarding the Site or any information in it, and we will not be liable to you if any such information is unavailable, delayed or inaccurate. THE SITE AND ALL INFORMATION IS PROVIDED "AS IS" AND WITH ALL FAULTS, AND WE MAKE NO REPRESENTATIONS AND DISCLAIM ALL IMPLIED WARRANTIES OF EVERY KIND, INCLUDING WARRANTIES OR ANY DUTIES (IF ANY) AS TO ACCURACY, TIMELINESS, AND COMPLETENESS SUITABILITY, AVAILABILITY, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE, OR LACK OF NEGLIGENCE OR VIRUSES. We do not provide any warranty against infringement or of quiet enjoyment, and make no other express warranties. With respect to electronic funds transfer problems, such as unauthorized transfers or our failure to properly complete authorized transfers, the extent of our liability is described in this Agreement and in the Electronic Funds Transfer Act section of the Customer Agreement.

**10. Computer Virus Information:**

It is possible to contract a computer virus by using the Internet or materials downloaded from it. We attempt to keep our Site virus free, but we cannot assure you that the Site and any software or other information downloaded will be virus free. We are not responsible for any electronic virus related problems that may be associated with the use of Online Banking.

**11. Your Computer and Software:**

To access your accounts through Huron Community Bank's Online Banking, you must have a Huron Community Bank account and complete a Huron Community Bank Online Banking Application. You will need a personal computer, Internet Service through the provider of your choice, and a compatible web browser. You are responsible for the installation, maintenance and operation of your computer and browser software. You assume all risk of error, failure, or non-performance, including the risk that you do not operate your computer or software properly. We are not responsible for any errors or failures from any malfunction of your computer or software. We have no liability for any damage or loss, direct or consequential, which you may suffer or incur by reason of your use of your computer or software. We are not responsible for limitations of functionality when your browser software or other software is not compatible with Online Banking.

We make no warranty to you regarding your computer or software, including any warranty of merchantability or fitness for a particular purpose.

**12. E-Mail:**

E-mail transmissions are not secure. We recommend that you do not send us or ask for sensitive information via any general or public e-mail system. You must not use Online Banking e-mail function for communication that is time sensitive, such as stop payments, making fund transfers, reporting lost or stolen debit or credit cards or checks, or reporting an error on your account. If you send us a message using e-mail, we will receive it by the following business day. You agree we may take a reasonable period of time to act on any message. You agree that the Bank may respond to you by e-mail with regard to any non-confidential matter related to Online Banking services. Any message we send you shall be considered received within three (3) days of the date sent, regardless of whether you check your e-mail messages within that time frame.

**13. Account Statements and Error Resolutions:**

All transactions completed on Online Banking will appear on your periodic account statement. Please refer to the Customer Agreement provided to you at the time your account was



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established for rules applicable to account statements. If you think your statement is incorrect or if you need more information regarding a transaction, please see the Error Resolution Notice in the Customer Agreement.

**14. Service Interruptions:**

Online Banking may be unavailable at certain times when computer systems require maintenance or upgrades, unforeseen maintenance is necessary, or major events occur, such as earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages. We will make all reasonable efforts to ensure the availability of Online Banking. However, we are in no way liable for the unavailability of all or any portion of Online Banking.

**15. Termination of Online Banking:**

We reserve the right to terminate your use of Online Banking at any time and for any reason. If you should wish to cancel Online Banking, you must cancel all future bill payments and transfers using Online Banking at the time you cancel your enrollment. We will not be liable for any payments or transfers made consistent with a request that you have not cancelled. If you do not access your accounts via Online Banking for any six (6) month period, the Bank reserves the right to disconnect your service without notice.

**16. Unauthorized Transactions:**

Notify us immediately if you believe another person has obtained your Online Banking Identification or Password. Also notify us if someone has transferred or may transfer money from your deposit account without your permission or if you suspect any fraudulent activity on your account. To notify us, call an Online Banking Representative at 989-362-6700. Representatives are available between 8:00 a.m. and 5:00 p.m. (EST) Monday-Friday. You may also write to us at:

Huron Community Bank  
Internet Banking Department  
P.O. Box 312  
East Tawas, MI 48730

Additionally, you may also email us at [service@bankhcb.com](mailto:service@bankhcb.com). However, e-mail transmissions are not secure. We therefore, request that you do not send us, or ask for, sensitive information, etc. via any general form of e-mail system. E-mails through [www.bankhcb.com](http://www.bankhcb.com) are not secure.

**17. What to do if You Think You Find a Mistake on Your Statement:**

If you think there is an error on your statement, account or transaction information through Huron Community Bank's Online Banking write to us at:

Huron Community Bank  
Internet Banking Department  
P.O. Box 312  
East Tawas, MI 48730

In your letter, give us the following information:

**Account information:**

Your name and account number



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**Dollar amount:**

The dollar amount of the suspected error.

**Description of Problem:**

If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement.

**You must notify us of any potential errors in writing.**

You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

**While we investigate whether or not there has been an error, the following are true:**

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit line.

**II. SECURITY PROCEDURES:**

**1. Your Role:**

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you think your statement is wrong or if you need additional information about a transaction, please see the Error Resolution Notice in the Customer Agreement. You are responsible for keeping your password and ID confidential. Use of your password will be considered the same as your written signature in authorizing us to complete any transaction you may request. We are acting on any instructions we receive under your password, and you assume all risk resulting from any such access. In addition to protecting your Online Banking ID, password and other account information, you should take precautions to protect personal identification, such as your driver's license, Social Security Number and the like. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information. We will exercise good faith and reasonable care in processing your transactions. You will similarly exercise good faith and reasonable care in observing and maintaining security procedures, in communicating with us and in reviewing your account statements for any errors or discrepancies. For further information, please see our Online Banking Security Statement included with our Website Privacy Statement at [www.bankhcb.com](http://www.bankhcb.com).

**2. Your Password:**

You will be assigned an Online Banking log in identification and an initial password. You will be required to change this password the first time you sign on. Please follow the requirements for setting your password. We encourage you to modify your password on a regular basis and recommend that you do not use your telephone number, birth date or any easily guessed password. You are authorizing Huron Community Bank to act on instructions received under your Online Banking ID and password. You are responsible for keeping your accounts number(s) and other account data confidential at all times.



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### III. LIMITATION OF LIABILITY

#### 1. Limitation of Liability for Loss:

To the fullest extent allowed by law, you agree neither we nor any of our affiliates will be liable to you or any third party for any loss, property damage, bodily injury, any consequential or incidental damages (including limited to lost profits or lost opportunity), or any other indirect, special, or punitive damages whatsoever, (i) that arise out of or are related to the Site or any use of the Site or the information contained within it, (ii) resulting from any failure to complete any transactions, or (iii) resulting from the installation, use or maintenance of any equipment, software, Internet browser or access software, even if we have been advised of the possibility of such damages. This inclusion of damages includes damages claimed in any cause of action, including but not limited to legal or equitable proceedings and claims relating to contract, tort or products liability.

#### 2. Exclusive Remedy:

You agree that your recovery for any damages that you incur shall be limited, at our election, to: (i) a refund of any amount (if any) you paid for information from the Site, or (ii) correction or replacement of the information.

Any failure or unconscionability of that or any other remedy does not affect the enforceability of the limitations on and exclusions of consequential, incidental and other damages described in the preceding paragraph.

#### 3. Specific Situations:

Notwithstanding, and without limitation, we will have no liability whatsoever if:

- Through no fault of ours, you do not have enough money in your account to make a transfer or Bill Payment;
- A transfer or Bill Payment would cause your balance to go over the credit limit on your credit lines;
- Online Banking was not accessible or otherwise not working properly and the breakdown should have been apparent to you when you attempted to request a transaction;
- Circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party, including the post office) prevent a transfer or payment, despite reasonable precautions we have taken;
- The funds are subject to legal process or other encumbrance restricting transfer;
- The account is closed or frozen to transactions;
- You, or anyone you allow, commits any fraud or violates any law or regulation;
- Any electronic terminal, telecommunication device or any part of the electronic funds transfer system is not working properly;



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- You have not properly followed our instructions and the Payee's instruction on how to make a transaction or if you provide us with wrong, incomplete or inaccurate information electronically, orally or in any written materials completed by you in connection with Online Banking.
- The payment date you requested does not allow sufficient time for the payee to credit your account properly, or if you requested a payment of less than the full amount due to the payee; or
- We have completed any transaction requested by an authorized user.

There may be other exceptions contained in other agreements with us that govern your account.

**1. Your Liability:**

Except as otherwise provided by law, you will be liable for any loss or damage resulting from your breach of this Agreement or to which your negligence contributed, or which resulted from unauthorized, fraudulent, or dishonest acts by others (other than us). Such liability includes instances when someone effects one or more transactions to your detriment. You are liable for all payments that you make or which are made or requested by an Authorized User, even if such Authorized User exceeds your authority and even if such Authorized User is not an authorized signer on your account.

**IV. OTHER TERMS AND CONDITIONS**

**1. Waivers and Severability:**

We may delay exercising our rights without losing them. Any waiver or partial exercise of one right is not a waiver of other rights or the same right at another time. If any provision of this Agreement, or its application to any person or set of circumstances is held invalid or unenforceable to any extent, the remainder of this Agreement, and the application to any other persons or set of circumstances is not impaired or otherwise affected.

**2. Governing Law,**

Forum, and Limitation of Actions, Severability: This Agreement is governed by the laws of the State of Michigan. You agree that a printed or electronic version of these terms and conditions (as changed from time to time) will be admissible in any judicial or administrative proceedings to the same extent as paper records. If you ever believe we have not adhered to this contract or are liable for any reason, please contact us immediately. If you feel compelled to bring a lawsuit or proceeding, you must do so within one (1) year of the date you have a right to sue. Any clause of this Agreement declared invalid shall be deemed severable and not affect the validity or enforceability of the remainder.

**3. Our Right to terminate this Agreement:**

We reserve the right to terminate this Agreement and your access to Online Banking, in whole or in part at any time for any lawful reason.

**4. Assignment:**

You may not assign this Agreement or any portion hereof. We may assign this Agreement to our parent corporation or to any now-existing or future direct or indirect subsidiary of us or our parent corporation.

We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other parties.



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**5. How to Contact Us:**

For all matters affecting this Agreement, you may call us at 989-362-6700, or you may write to us at Huron Community Bank, P.O. Box 312, East Tawas, MI 48730.



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## ONLINE BILL PAYMENT SERVICE TERMS AND CONDITIONS

### SERVICE DEFINITIONS

"Service" means the bill payment service offered by FIS Bill Payment Service, through Huron Community Bank.

"Agreement" means these terms and conditions of the online bill payment service.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding holidays.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

### PAYMENT SCHEDULING

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

### THE SERVICE GUARANTEE

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.



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#### **PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE**

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;

The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;

You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or, Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

#### **PAYMENT METHODS**

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment. (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

#### **PAYMENT CANCELLATION REQUESTS**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.



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### **STOP PAYMENT REQUESTS**

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

### **PROHIBITED PAYMENTS**

Payments to Billers outside of the United States or its territories are prohibited through the Service.

### **EXCEPTION PAYMENTS**

Tax payments and court ordered payments may be scheduled through the Service; however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, misposted or misdirected payments will be the sole responsibility of you and not of the Service.

### **BILL DELIVERY AND PRESENTMENT**

This feature is for the presentation of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentation of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.



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**Notification** - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

**Cancellation of electronic bill notification** - The electronic Biller reserves the right to cancel the presentation of electronic bills at any time. You may cancel electronic bill presentation at any time. The timeframe for cancellation of your electronic bill presentation may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

**Non-Delivery of electronic bill(s)** - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

**Accuracy and dispute of electronic bill** - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

#### **EXCLUSIONS OF WARRANTIES**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **PASSWORD AND SECURITY**

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling (989) 362-6700 during customer service hours.

#### **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other



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means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

#### **ERRORS AND QUESTIONS**

In case of errors or questions about your transactions, you should, as soon as possible, notify us via one of the following:

Telephone us at (989) 362-6700 during customer service hours;

Contact us by using the application's e-messaging feature; and/or,

Write us at:

Huron Community Bank  
P.O. Box 312  
East Tawas, Michigan 48730

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

Tell us your name and Service account number;

Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,

Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.



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#### **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

Where it is necessary for completing transactions;

Where it is necessary for activating additional services;

In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;

To a consumer reporting agency for research purposes only;

In order to comply with a governmental agency or court orders; or,

If you give us your written permission.

#### **SERVICE FEES AND ADDITIONAL CHARGES**

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

#### **FAILED OR RETURNED TRANSACTIONS**

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;

For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;

You will reimburse the Service for any fees imposed by your financial institution as a result of the return;

You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,

The Service is authorized to report the facts concerning the return to any credit reporting agency.



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#### **ALTERATIONS AND AMENDMENTS**

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

#### **ADDRESS OR BANKING CHANGES**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

#### **SERVICE TERMINATION, CANCELLATION, OR SUSPENSION**

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

Telephone us at (989) 362-6700 during customer service hours;

Contact us by using the application's e-messaging feature; and/or,

Write us at:

Huron Community Bank  
P.O. Box 312  
East Tawas, Michigan 48730

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

#### **BILLER LIMITATION**

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.



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#### **RETURNED PAYMENTS**

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

#### **INFORMATION AUTHORIZATION**

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

#### **DISPUTES**

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

#### **ASSIGNMENT**

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

#### **NO WAIVER**

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

#### **CAPTIONS**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

#### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to



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the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

*To download a copy of this document, please visit the following link:*

<https://www.bankhcb.com/documents/OLBTerms2020.pdf>.

**I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENTS AND AGREE TO BE BOUND BY ALL THE TERMS.**

By continuing on to Huron Community Bank's Online Banking System you consent to the following:

- **eSign Disclosure and Agreement**
- **Online Banking Terms and Conditions**
- **Online Bill Payment Service Terms and Conditions**