

THE MINERS STATE BANK INTERNET BANKING

“MSB On-line NetTeller” Users Guide

Stop by and fill out an application, or call and we will mail you one. Fill out the “MSB Online” internet banking application. Indicate which accounts you would like to access, and if you want to participate in our “Bill Payment” feature.

Sign and return the application to your nearest Miners State Bank office. Upon receipt, we will assign you an identification number and password.

1. System requirements, security, and limitations.

- **Systems Requirements.** “MSB Online” is designed for use with Microsoft or MAC personal computers, with the following recommended minimum requirements.
 1. *IBM-compatible PC:* Processor: Pentium 133 or higher
Operating system: Windows 98, ME, 2000 or XP
Memory: 16 MB RAM
Hard Drive: 8 MB hard disk space
Modem: 28.8k bps (56K preferred)
 2. *Macintosh:*
Processor/OS: PowerMac 601 or higher
Memory: 16 MB RAM
Hard Drive: 8 MB hard disk space
Modem: 28.8k bps (56k preferred)

“MSB Online” requires use of a Web browser capable of secure Internet connections. This includes SSL 2.0, Netscape version 4.77 (or higher), and Microsoft Internet Explorer 5.5 (or higher). Your Internet browser must be set to accept “cookies” and 128-bit encryption.

- **Security.** If you believe that your login information (user ID and PIN number) has become known to any unauthorized person, notify the Miners State Bank immediately, so your login information can be deactivated. Do not report possible security problems by e-mail. Never include your login information or account information in any e-mail.
- **Limitations.** Transfers between accounts made after 3:00 p.m. Central Time, will be processed the next business day. Some other types of transactions may require more than one business day to complete. These and other transaction time limitations are explained in your Electronic Banking Agreement and are briefly mentioned in this user guide as part of the instructions on how to perform such transactions. If you request a transaction for which you have insufficient funds, you will incur an overdraft charge. Furthermore, the bank may refuse to execute any requested transaction that it reasonably suspects to be fraudulent, illegal, or to have been made in error.

Transaction requests from savings or money market account to another account or third party(s) by pre-authorized, automatic, or telephone transfers are limited by **Federal regulation to six per statement cycle or similar four-week period.** These regulations limit you to no more than six of the transactions being made by check, draft, wire transfer, debit card or similar order (including POS transactions), made payable to third parties. “MSB Online” will not prevent you from exceeding these limits. It is your responsibility to abide by these limitations. You may incur fees for exceeding the limit.

“MSB Online’s” bill payment transactions are effected using both paper-based and electronic payment systems. For paper-based payments “MSB Online” must employ regular postal mail. Consequently, paper-based payments are subject to delays outside of “MSB Online’s” control. Even when the electronic payment method is used, receipt by the payee is not immediate. To ensure your bills are paid on time, you should

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schedule your first payment to a new payee to occur at least seven (7) business days before the due date. Five (5) to seven (7) days should always be allowed for all payments to those payees requiring a paper check. For electronic payment recipients, all payments following the first payment should be scheduled at least five (5) business days before their due date. Business days are Monday through Friday except for those holidays when the bank is closed. Contact your bank to learn when these holidays occur. Although the “*MSB Online*” system lets you schedule a bill payment for same-day processing it does NOT result in the payee receiving the payment that same day. This is true even when an electronic payment is the method used. You will always be responsible for scheduling bill payments in a timely manner. Failure to schedule bill payments in a timely manner may result in the payee imposing late payment fees or finance charges, which will be your responsibility.

- **Canceling a Transaction Request.** Subject to the limitations stated in your Electronic Banking Agreement, cancellation of a Transaction Request may be made in writing by a person the Bank reasonably believes is authorized to cancel a transaction on your behalf. A stop payment order may be accepted in accordance with your Account Agreement and the bank’s stop payment procedures. (A Stop Payment fee of \$25.00 is generally charged). For further instructions on how to cancel a transaction request, contact your banker.
- **eStatements:** By clicking on “**I Agree**” on the online banking screen, you can enroll to be provided with your periodic banking account statements, including, but not limited to any disclosures, amendments, letters, correspondence and any other notices that may be legally required to be provided to you, in electronic form.
Once enrolled in the eStatements service you will receive your next statements, notices, and documents electronically only. By clicking “**I Agree**” you also demonstrate that you are able to open the sample statement which can be accessed by the link. *For the full Electronic Banking Disclosure, see a bank representative or open the online link and read the disclosure in electronic format.*
- **Contact Information.** Contact your banker concerning all inquiries and/or notices regarding “*MSB Online*” and the services it provides, call (906)265-5131 or (877)906-5131, available Monday-Friday (except Federal holidays) 8:00 a.m. to 4:30 p.m. Central Time.

2. How to login onto “MSB Online”.

- Initiate an Internet connection following the instruction of your Internet service provider.
- Log on to your Internet Web browser.
- Go to www.msbir.com The Miners State Bank Home Page will appear.
- Click on the “*MSB Online*” icon in the upper-left corner.
- On the login screen enter your:

MSBOnline ID _____ **and**
MSBOnline Password _____.

Click the submit button. This will take you to the Main screen. You are now ready to start using “*MSB Online*”. You are allowed three (3) invalid sign-on attempts before the system locks you out. If you are locked out, please call “*MSB Online*” support at (906)265-5131 or Toll Free at (877)906-5131, available Monday-Friday (except Federal holidays) 8:00 a.m. to 4:30 p.m. Central Time or on Saturday from 8:00 a.m. to 12:00 p.m.

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Personal Electronic Banking Agreement

This Agreement applies to the Personal Electronic Banking services described below and which Miners State Bank (Bank) may provide to Customer for use with accounts maintained by Customer with Bank. By signing a “*MSB Online*” Application (s) or using any online internet banking service, Customer agrees to the terms and conditions of this Agreement, Bank’s Reg. E Disclosure, and such additional terms, conditions, limitations and restrictions contained in Customer’s Application(s), and Account Agreements as well as any changes that may be communicated by Bank to Customer from time to time. For purposes of the Agreement, “Customer” shall be the banking customer and “Bank” shall be the bank identified on the Application(s).

1. Application. Before using any Personal Electronic Banking service, Customer must complete and sign the necessary Application(s) and Bank must approve Customer’s Application(s), which shall be part of this Agreement. Customer may then initiate Payment Orders, Debit Transfers and Intra-Bank Transfers (collectively “Transaction Requests”) to and from the deposit account(s) identified on the Application(s). The Application(s) include the names of person(s) authorized to initiate and confirm Transaction Requests and authorized changes in Personal Electronic Banking services on behalf of Customer. Each Application also describes all applicable transaction limits, and other limitations and conditions on Customer’s use of each Personal Electronic Banking service, including any limitations established by Customer. Customer agrees to immediately notify Bank of any changes in the Authorized Persons or other information listed on the Application(s). Customer acknowledges that Bank may rely on the information provided by Customer on the Application(s), until Bank receives notice in writing and signed by Customer, of any changes in accordance with the provisions of this Agreement.

2. Personal Electronic Banking Services. Customer may use each Personal Electronic Banking service described below and which is selected on Customer’s Application(s).

- ***MSB Online.*** Customer transmits Payment Order, Debit Transfer and Intra-Bank Transfer requests through the Internet to Bank using Customer’s computer, Customer’s ISP (Internet Service Provider) and internet browser software, Bank’s internet web site and related software, and Bank’s *MSB Online* services. Customer’s use of *MSB Online* services shall be subject to the terms, conditions, policies and procedures described on Bank’s web site and in the applicable User Guide or other instructional materials provided to Customer, in addition to the terms and conditions of the Agreement.
- **Information Services.** Customer authorizes the disclosure of loan, deposit or other account information using this information service. Customer acknowledges and agrees that if any information obtained by Customer using an informational feature of these systems or any other information retrieval service conflicts with the records of the Bank, the records of the Bank shall control. Each Personal Electronic Banking service may only be used for the Authorized Account(s) designated on Customer’s Application(s).

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- 3. Transaction Requests.** Subject to the terms and conditions of this Agreement, Bank will execute each Transaction Request issued in the name of the Customer using an approved Personal Electronic Banking service, in the amount and from and/or to an account (whether located at the Bank or at another financial institution) of Customer at Bank, all as specified in each Transaction Request, provided the request is (a) actually received by Bank; (b) identifies the Authorized Account from which it is to be paid; (c) does not exceed the Available Funds in the Authorized Account, or any applicable daily limits, or other restrictions or limitations established by Bank; (d) is authorized by Customer or satisfies one of the Security Procedures set forth below; (e) is accepted by Bank, and (f) complies with any other written instructions and restrictions set forth in the Customer's Application(s).

- 4. Cancellation of Transaction Requests.** Customer may request cancellation of any Transaction Request ("Cancellation") provided the request is made in accordance with the Bank's regulations, and received by Bank before the related transaction is accepted, posted, made or transmitted by Bank. Cancellation requests must be made by a person the Bank reasonable believes is authorized to cancel a transaction on behalf of Customer. Bank shall use reasonable efforts to act on Cancellation requests but shall have no liability for failure to cancel a Transaction Request service and no obligation to adjust, cancel, reverse or stop payment or posting of a transaction, except to the extent permitted by applicable funds transfer system rules. *A \$20.00 per check stop payment fee will be charged.*

- 5. Time of Receipt of Transaction Requests and Cancellations.** Customer acknowledges that Bank's deadline for receiving Transaction Requests and Cancellations is set at 3:00 p.m. CST. All requests must be received by Bank prior to the deadline for that Business Day. Requests received after the deadline will be treated as if they were received at the opening of the next Business Day. These deadlines are subject to change by Bank from time to time in Bank's sole discretion. For purposes of this paragraph, a Business Day is any weekday on which the Federal Reserve Banks are open for business.

- 6. Transfer Limits.** Transaction requests from a savings or money market account to another account or third parties by preauthorized, automatic, or telephone, transfers are limited by Federal Regulation to six per statement cycle or similar four week period. No more than three of the six transactions may be made by check, draft, wire transfer, debit card or similar order (including POS transaction), made payable to third parties.

- 7. Fees.** Fees for the specific Personal Electronic Banking Services requested by Customer will be set forth in Bank's fee schedule or appropriate disclosures. Customer agrees to pay such fees

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and charges and authorizes Bank to charge any of Customer's account for these fees and charges. Changes in fees will be communicated to the customer in accordance with this Agreement and federal regulations. ***We do not charge a Bill Payment Service Charge at this time.***

8. **Security Procedures.** Transaction Requests or Cancellations will be verified as being issued by Customer using one of the following security procedures.

- ***MSB Online.*** Bank will provide Customer with one or more passwords and usernames or user specific codes for accessing the online banking systems (collectively "*MSB Online*") to initiate and authorize Transaction Requests and Cancellations and to access information about its accounts, all as further described below. Customer shall use the procedures as specified in the internet site or Users Guide, or other instructional materials provided to Customer, as in effect from time to time.
- ***Bill Payment.*** If selected on Customer's Application(s), Customer may use "*MSB Online*" to initiate bill payment transactions. Bill payment transactions are effected using both electronic and paper based payment systems, are not subject to a call back procedure or a Maximum Authorized Amount for any Business Day. Customer further acknowledges that the Bank may debit customer's Authorized Account to complete bill payment without customer's signature. At all times Customer shall remain solely responsible for scheduling bill payments in a timely manner and shall be responsible for late payment or finance charges that may be imposed as a result of customer's failure to do so.

Customer agrees to maintain the confidentiality of any passwords, usernames or user-specific codes issued in connection with this Agreement in order to prevent unauthorized access to accounts. In the event Customer discloses any of this information to another person that person will be deemed to be an Authorized Person under this Agreement and any transactions made will be deemed to be authorized transactions under the Electronic Funds Transfer Act. Customers using *MSB Online*, shall also maintain, update, and upgrade their Internet browser software on a regular basis as such updates and upgrades may become available from time to time. Bank will maintain reasonable security and control over any identification code, username, voice retrieval code or password assigned by Bank to Customer.

9. **Changes In Security Procedures.** If Customer believes that any password or voice retrieval code has become known to any unauthorized person, the Customer shall notify Bank immediately. Bank will use reasonable efforts to terminate any passwords as soon as reasonable possible.

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- 10. Customer's Computer.** In order for Customer to use any Personal Electronic Banking Service requiring a computer, each computer must meet or exceed the specifications set forth in the User Guide. Customer is responsible for the installation, maintenance, and operation of customer's computer. Bank is not responsible for any computer virus or related problems that may be associated with the use of an online system.
- 11. Recording and use of Communications.** Customer acknowledges and agrees that all telephone conversations and data transmission among Customer, Bank, or any third parties used by Customer or Bank to affect Personal Electronic Banking Services and their respective employees and agents may be recorded and retained by Bank and Bank's third party service providers by use of any reasonable means. Such data shall be used by Bank to provide the services contemplated by this Agreement and as provided in Bank's customer information policies, subject to applicable law.
- 12. Warranty.** Bank represents and warrants that it has developed the Personal Electronic Banking Services (other than those portions furnished by third party vendors or service providers) and has the right to provide the Personal Electronic Banking Services to Customer. ANY SOFTWARE AND ITS ASSOCIATED DOCUMENTATION PROVIDED BY BANK ARE PROVIDED "AS IS". THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO THIRD PARTY MAKES ANY EXPRESS OR IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NO THIRD PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES.
- 13. Limitation of Liability.** Bank shall only be liable for Customer's actual damages to the extent Bank fails to exercise ordinary care in performing its obligations under the Agreement and then only to the extent such damages are recoverable under UCC Article 4A. Bank will be deemed to have exercised ordinary care if its actions or failure to act have been in conformity with Bank's prescribed procedures and such procedures do not vary unreasonably from general banking practices and are not specifically disapproved by any provision of the UCC Article 4A. Notwithstanding the foregoing, Bank shall not be liable for failing to detect any Customer error contained in any Transaction Request sent by or on behalf of Customer to Bank. BANK SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 14. Acts of God.** Except as provided in UCC Article 4A, Bank will not be responsible for problems caused by circumstances beyond its control that prevent it from performing its obligations

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under this Agreement, including making a payment, despite reasonable precautions it has taken. Such circumstances include, but are not limited to, delays caused by payees or third parties, telecommunication outages, power outages, computer hardware or software failures, strikes or labor disputes, severe weather conditions, fires, floods, war or other violence, or any law, order, regulation, ordinance, demand, or requirement of any governmental agency.

15. General Terms.

- **Amendments.** Bank may amend this Agreement by mailing notice to you at least twenty-one (21) days before the effective date of the amendment.
- **Assignments.** Bank may assign its rights and delegate its duties under this Agreement as necessary to provide the services described in this Agreement.
- **Governing law.** This Agreement shall be governed by the laws of the state of Michigan.
- **Available Funds.** For purposes of the Agreement, "Available Funds" shall be the funds available for withdrawal from an Authorized Account, as determined in accordance with the deposit account agreement applicable to the Authorized Account and Bank's funds availability policy.
- **Beneficiaries.** This Agreement is for the benefit only of the undersigned parties hereto and is not intended to and shall not be construed as granting any rights to or otherwise benefiting any other person.
- **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between Customer and Bank relating to the subject matter of this understandings between Customer and Bank relating to the subject matter of this Agreement. The terms and conditions of the Agreement are in addition to, and do not modify or otherwise affect, the terms and conditions of any agreement or arrangement between the parties.
- **Notices.** All notices and other communications provided for in this Agreement shall be in writing as the appropriate address indicated in Customer's User Guide, or if expressly permitted, by telephone at the numbers indicated in the User Guide or made available to Customer from time to time.
- **Passwords.** Passwords can include, but are not limited to *MSB Online* or *ATM/DEBIT* card codes.
- **Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, that provision will be deleted and the remainder of the Agreement will remain in full force and effect. However, if allowed by law, the illegal, invalid, or unenforceable terms will be amended to the extent necessary to make such terms valid and enforceable.
- **Termination.** Either party may terminate this Agreement and related Personal Electronic Banking Services at any time upon giving written and signed notice of termination to the other party. If Customer terminates the services provided hereunder, it authorizes Bank to

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continue making transfers and bill payments that Customer has previously authorized and continue to charge all applicable fees until such time as the Bank has had a reasonable opportunity to act on Customer's termination notice. Once the Bank has acted upon Customer's termination notice, the Bank will make no further transfers or payments Customer may have previously authorized. If Bank elects to terminate Customer's Personal Electronic Banking Services then the Bank is not liable for any losses related to payments not made as a result of termination, for example, recurring payments that are not made.

- **Transaction Requests.** For purposes of this Agreement, "Transaction Requests" shall be Payment Orders, Debit Transfers and Intra-Bank Transfers using an approved Personal Electronic Banking Service.

THE MINERS STATE BANK

312 W. GENESEE ST., PO BOX 351
IRON RIVER, MI 49935
(906)265-5131

1203 RIDGE ROAD
HOUGHTON, MI 49931
(906)482-5131

49011 N. ROYCE RD.
HANCOCK, MI 49930
(906)482-7227

601 RIVER ST.
ONTONAGON, MI 49953
(906)884-4114

47 TRIMOUNTAIN AVE
SOUTH RANGE, MI 49963
(906)482-1170

Or call toll free
(877)906-5131

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