Text Message (SMS) Terms of Use

NORTHERN MICHIGAN BANK & TRUST

Northern Michigan Bank & Trust Text Message (SMS) Terms of Use

1. Your wireless carrier's standard messaging rates apply to SMS correspondence. Northern Michigan Bank & Trust does not charge for any content; however, downloadable content may incur additional charges from your wireless carrier. Please contact your wireless carrier for information about your messaging plan. Your carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed by and payable to your Wireless Carrier.

2. You represent that you are the owner, or authorized user of the wireless device you use to receive the service, and that you are authorized to approve the applicable charges.

3. We will send you a message only once, and only with your explicit agreement as indicated by your continuation of the process flow.

4. We will not be liable for any delays or failures in your receipt of any SMS messages as delivery is subject to effective transmission from your network operator and processing by your mobile device. SMS message services are provided on an AS IS, AS AVAILABLE basis.

5. Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name, and the date, time, and content of your messages and other information that you may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop, and improve the service. Your wireless carrier and other service providers may also collect data from your SMS usage, and their practices are governed by their own policies. We will only use the information you provide to the service to transmit your text message or as otherwise described in this document. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with the service, you agree to provide accurate, complete, and true information.

6. The service as well as the content and materials received through the service are proprietary to us and our licensors, and is for your personal, non-commercial use only. You shall not damage, impair, interfere with, or disrupt the service or its functionality.

7. The service is available only in the United States.

8. We reserve the right to alter charges and/or these terms and conditions from time to time. We may suspend or terminate the service to you if we believe you are in breach of our terms and conditions. Your service is also subject to termination in the event your wireless service terminates or lapses. We may discontinue the service at any time.

9. If you have any questions, email **SUPPORT@NMBANK.COM**. You can also text the word **HELP to 32858** to get additional information about the service. If you receive a message from us unexpectedly, you can text the work **STOP to 32858**. We do not charge for help or info messages; however, your normal carrier rates apply.