Northern Michigan Bank & Trust
eStatement Service Agreement & Disclosure

This eStatement Service Agreement & Disclosure ("Agreement") is made between you and Northern Michigan Bank & Trust ("Bank") for the purpose of receiving an electronic version of your account statement online, for receiving electronic notifications that your electronic statement is available for your account ("Service") and is an extension of our Online Banking Agreement & Disclosure. This Agreement applies to each account you have with Northern Michigan Bank & Trust where electronic statements are available ("Account"). As used in this Agreement, the words "we", "our", and "us" mean Northern Michigan Bank & Trust, and the words "you" and "your" mean the account holder who has elected to receive his/her electronic statement and electronic notification.

The same terms apply with respect to eStatements as for those delivered in paper form, and the deposit agreements and disclosures that you have previously entered into with or received from the Bank remain in effect. It is recommended that you read this carefully and print it for future reference.

CONSENT

For the Bank to begin forwarding your Bank Statements to you electronically, we need your consent. Your consent, which will be given by selecting ***"I AGREE"***, is to authorize the Bank to forward to you electronically your periodic Bank Statements, including any other disclosures and legal notices that normally accompany your mailed statement that relate to your account(s). If your Northern Michigan Bank & Trust account is jointly owned with another person, either one of you may consent to receive electronic disclosures and access eStatements. That person's election to access eStatements shall then apply to both of you.

The Bank will send you an email on an ongoing basis to your primary email address notifying you that your eStatement(s) is ready to be viewed. By agreeing to have your Bank Statements sent electronically, it is your responsibility to notify the bank of any changes in your email address, or any errors or complications relating to electronic access of your Bank Statements, by immediately calling (906) 786-0221.

ELIGIBLE ACCOUNTS

eStatements are available for most savings, checking, money market and loan accounts. Northern Michigan Bank & Trust reserves the right to determine from time to time which accounts may be eligible for eStatements. You may elect to receive your periodic statement online for all or selected eligible account(s). Each account must be activated for the service on an individual basis, and will be available at the same frequency as your statement was previously mailed. To enroll your account(s) for eStatement, simply log in to *Money Talks Online*, click on the Statements link on the navigation panel (left side) and follow the online instructions to select the accounts you would like electronic statements for. All future eStatements will be accessible by clicking on the Statements link under the "**Accounts**" section.

ACCESSING eSTATEMENTS

After receiving notice that your eStatement(s) are available, you may then go to our website, www.nmbank.com and login to *Money Talks Online* using your User ID and Password. Once logged in, your eStatement may be viewed by clicking the Statements link on the navigation panel (left side). Once enrolled, you will be able to view 13 months of statement history. Information prior to registration may not be available online. Access to history may vary by account type. All statements are viewable electronically in PDF (Portable Document Format) which can be viewed online, saved to your computer or printed at your convenience.

If you elect to receive your Bank Statements through electronic delivery, the Bank will no longer send you your statements through the mail. To obtain paper copies of a particular statement, please call the bank at (906) 786-0221 or email us at bookkeeping@nmbank.com. Our normal research fees will apply.

If you close your account or cancel the service, you will no longer be able to view your account statements online. Before canceling the Service or closing your account, print or electronically save copies of your eStatements for your records.

EQUIPMENT/ACCESS REQUIREMENTS

In order to access, view and retain electronic statements that we make available to you, you must have:

- A personal computer (a "PC") with a modem and related equipment (the "Hardware").
- Internet access and an internet web browser that is capable of supporting at least 128-bit encryption.
- Sufficient electronic storage capacity on your PC's hard drive or other data storage unit.
- Adobe Acrobat 6.0 or higher, (download free from www.adobe.com).
- A valid, active e-mail address.
- Authorized access to *Money Talks Online* (www.nmbank.com).

You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of the hardware, software, telephone/cable/DSL service and the Internet access service to your PC, and for all related costs. You are solely responsible for scanning the hardware and software for computer viruses and other related problems before you use them.

CUSTOMER RESPONSIBILITES

You must promptly access/review your eStatement and any accompanying items and notify us in writing immediately of any error, unauthorized transaction, or any other irregularity. If you allow someone else to access your statement, you are still fully responsible to review the statement for any errors, unauthorized transactions, or any other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the eStatement email notification date, regardless of when you access and/or review your eStatement. If you do not immediately report to Northern Michigan Bank & Trust any non-receipt of eStatements or any error, irregularity, discrepancies, claims or unauthorized debits or items, you shall be deemed conclusively to have accepted all matters contained in the eStatement to be true, accurate and correct in all respects.

A copy of the Statement Disclosure/Error Resolution Notice can be found on your eStatement delivery page.

You are responsible for the confidentiality of your User ID and Password, and are bound by the same rules that govern the security of your Login ID, as defined in our Online Banking Agreement & Disclosure. It is your responsibility to contact us if you know or suspect unauthorized use of your User ID and Password.

TERMINATION

This Agreement will be in affect from the day your enrollment is submitted by you and accepted by the Bank and at all times while you are using the service. If you wish to discontinue this service, you may send your request in writing to Northern Michigan Bank & Trust, Attn: Bookkeeping, PO Box 716, Escanaba, MI 49829 or by visiting any of our branch offices. Please allow us 30 calendar days from the date of delivery to implement your request.

Northern Michigan Bank & Trust may terminate this Agreement and your use of the service at any time without prior notice. If your Online Banking ID becomes inactive after 90 days of no activity, Northern Michigan Bank & Trust may choose to deactivate your eStatement service, after which time you will receive your statements in paper form via postal mail service. We will notify you of the change in an appropriate manner as soon as reasonably possible.

CHANGE IN TERMS

The Bank reserves the right to modify this Agreement at any time. Any modifications to this service shall be effective as of the date provided within the notification posted on our website: www.nmbank.com. We will notify you of any amendments to this Agreement, including any changes in hardware or software required to access documents by providing notice to you via your email address or our website, www.nmbank.com. The Bank has the right to rescind this Agreement at any time and for any reason without advance notice.

PRIVACY

All information gathered from you in connection with using this service will be governed by Northern Michigan Bank & Trust's Privacy Policy. A copy of our Privacy Policy can be found on our website at www.nmbank.com by selecting "Security & Privacy" on the Navigation Bar.

LIABILITY DISCLOSURE

The Bank does not guarantee the delivery of any email notification, nor liability for losses or damages arising from non-delivery, delayed or misdelivery. Factors affecting these email notifications are solely between you and a Third Party that you designate, such as an Internet Service Provider and Phone/Cable/DSL company. We make no representations or warranties whatsoever with regard to Third Party Service Providers products or services. Likewise, the Bank makes no warranty of any kind, express or implied, that our eStatement delivery will be uninterrupted or error free. We do not and cannot warrant that the Bank will operate without error, or that eStatements will be available at all times. You agree that neither we nor our suppliers or our directors, officers or employees be held liable for any technical, hardware or software failure of any kind, any interruption in the availability of our service, any delay in operation or transmission, any incomplete or garbled transmission, computer virus, loss of data or other similar loss.

All questions regarding your eStatements access should be directed to Northern Michigan Bank & Trust, during business hours, at (906) 786-0221. You may also email us at support@nmbank.com providing account name, account number and email address.

ACCEPTANCE AND CONSENT

It is your sole responsibility to review this agreement and any subsequent amendments to this agreement prior to enrolling for the service. By clicking "**I Agree**" you are requesting and affirmatively consent to receive, and acknowledge that you can receive, access and retain all eStatements and other disclosures and legal notices. You understand that you will no longer receive statements by mail on the eligible account(s) for which you have enrolled. You acknowledge that you have read and agree to the above terms and conditions of this Agreement and that your computer system meets the minimum requirements described in this Agreement.