

**FIRSTBANK CORPORATION  
ELECTRONIC DELIVERY OF BANK STATEMENTS  
CONSENT AND AGREEMENT**

You agree by enrolling in the Firstbank Corporation Electronic Bank Statement Delivery Service to the following terms and conditions in addition to the rules governing your Accounts with a Firstbank Corporation bank subsidiary (collectively, the "Bank". Subsidiaries include: Keystone Community Bank, Firstbank-West Michigan, Firstbank-St Johns, Firstbank-Alma, Firstbank (Mt. Pleasant) and Firstbank-West Branch). Please read the following terms and conditions carefully, and please retain a copy for your records.

**1. Definitions**

"Account(s)" means the deposit, checking, savings, loan, or other accounts you have at the Bank. "Bank Statements" means all statements generated by the Bank describing the activity in your Accounts for a particular period of time. "Service" refers to the Electronic Bank Statement Delivery Service. "You" or "your" refers to the person(s) or entity subscribing to the Service. "We", "us", or "our" refers to the Bank.

**2. Your Consent**

For the Bank to begin forwarding your Bank Statements to you electronically, we need your consent. Please review the information below prior to giving your consent. If you give your consent, the same terms apply with respect to electronically delivered Bank Statements as for those delivered in paper form. In addition, the deposit agreements and disclosures that you have previously entered into with or received from the Bank remain in effect, including, without limitation, all rules and agreements governing the use of the Bank's internet banking product. By agreeing to have your Bank Statements sent electronically, you also agree to notify the Bank immediately of any change in your email address or any errors or complications relating to your electronic receipt or access of your Bank Statements. This can be done by telephone (800)453-8700 or contacting us using the "Contact Us" section of our website.

**3. Your Rights/Options To Receive a Statement/Disclosure in Paper Form**

If you elect to receive your Bank Statements through electronic delivery, the Bank will no longer send you your Bank Statements and check images (if applicable) through the mail. By initialing below, you are giving the Bank your consent. The Bank is then authorized to electronically provide to you your periodic Bank Statements and any other disclosures that the Bank might send to you with your Bank Statements.

**4. The Right To Withdraw Consent To Have Records Provided Electronically**

To discontinue the Service, you can email your request to the Bank using the "Contact Us" portion of our website, or you can request a discontinuance of the Service by calling our Call Center at (800)453-8700. It will take up to 45 days for the Bank to implement your request, and after such time you will no longer receive your Bank Statements electronically. We will charge no fees for discontinuing the Service.

**5. Hardware and Software Requirements for Access And Retention of the Electronic Information**

For you to be able to receive and view your Bank Statements effectively, you must use an Internet browser that supports 128-bit encryption. Microsoft Internet Explorer® version 6.0 or greater browser or Mozilla Firefox version 2.0 or greater browser will enable you to receive and use our service. Also, to view your Bank Statements, you will need Adobe Acrobat Reader 3.0 or greater. The Bank has no control over and will not be responsible for the content of any software used. You are solely responsible for the selection, installation, maintenance, operation, and cost of your computer, internet service provider, and software.

We will store your Bank Statements electronically for 12 months from the date of delivery. You may print or download your Bank Statements to retain copies of them.

**6. Privacy**

Our privacy policy (which has been previously provided to you) will apply to the Service, and the privacy policy is incorporated into and made a part of this Consent and Agreement. You must have a unique access ID and password to access your Bank Statements, and you must have a valid email address. This email address will be used in accordance with the Bank's privacy statement to inform you of the availability of your Bank Statements online. It will not be sold or otherwise provided to third parties.

**7. Service Availability**

The Bank may change, suspend, or eliminate all or any aspect of the Service upon notice to you. The level of importance will determine the delivery of the notification.

## **8. Security**

To protect the security of your Bank Statements, your Bank Statements will not be forwarded to you through email. You will be notified by email that the Bank Statements are available for you to access through the Bank's internet banking product. To access your Bank Statements, you will need to log-in to the Bank's internet banking product using the Access ID and password that you setup for the internet banking product. You will not be issued a separate log-in information for the Service. Because your Access ID and password can be used to access your Accounts and Bank Statements, you should treat your Access ID and password with the same degree of care and secrecy that you use to protect other sensitive financial data. You agree to not give your Access ID or password, or make them available, to any other person.

## **9. NO WARRANTY FOR CONTINUOUS OR UNINTERRUPTED SERVICE**

BECAUSE OF THE UNPREDICTABILITY OF THE INTERNET, WE DO NOT GUARANTEE CONTINUOUS OR UNINTERRUPTED ACCESS TO YOUR BANK STATEMENTS THROUGH THE INTERNET. HOWEVER, SHOULD YOU BE UNABLE TO ACCESS YOUR BANK STATEMENTS, YOU CAN CALL THE BANK, AND THE BANK WILL TAKE OTHER MEASURES TO PROVIDE COPIES OF YOUR BANK STATEMENTS TO YOU.

## **10. LIMIT OF LIABILITY**

YOU AGREE THAT IN NO EVENT WILL WE OR OUR SUPPLIERS (OR ANY OF OUR OR OUR SUPPLIER'S SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS OR EMPLOYEES) BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY THAT SUCH DAMAGE WILL OCCUR. FURTHER YOU AGREE THAT NEITHER WE NOR OUR SUPPLIERS (OR ANY OF OUR OR OUR SUPPLIER'S SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS OR EMPLOYEES) WILL BE LIABLE FOR ANY TECHNICAL, HARDWARE OR SOFTWARE FAILURE OF ANY KIND, ANY INTERRUPTION IN THE AVAILABILITY OF THE SERVICE, ANY DELAY IN OPERATION OR TRANSMISSION, ANY INCOMPLETE OR GARBLED TRANSMISSION, COMPUTER VIRUS, LOSS OF DATA, OR OTHER SIMILAR LOSS. TO THE EXTENT WE MAY HAVE BREACHED ANY TERM OF THIS CONSENT AND AGREEMENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO DISCONTINUE USE OF THE SERVICE. YOU FURTHER AGREE THAT OUR LIABILITY TO YOU IN ANY CASE (WHETHER IN CONTRACT OR NOT) WILL NOT EXCEED AMOUNTS PAID TO US WITHIN THE LAST 90 DAYS (IF ANY) FOR THE SERVICE.

## **11. Notices**

If you want to send us a notice in relation to this Consent and Agreement, you must contact us using the "Contact Us" section of our website or regular mail to Firstbank, Attn: Electronic Services Department, 311 Woodward Avenue, Alma, Michigan, 48801. We may notify you by sending notice to your email address or by mailing you notice by U.S. mail, return receipt requested, to our most current mailing address that we have for you. You agree that any notices sent by email will be deemed delivered and received 48 hours after being sent. You agree that any notices sent by U.S. mail as provided in this section will be deemed delivered and received five days after the date of mailing.

## **12. Arbitration**

You agree that at any claim or controversy relating to this Consent and Agreement will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. You agree that any claim or controversy you may have will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other party. You agree that the arbitration will be conducted in the city in which the Bank's main office is located, and that judgment on the arbitration award may be enforced by any court having proper jurisdiction.

## **13. Governing Law**

You agree that this Consent and Agreement is governed by the laws of the State of Michigan. You agree that the sole jurisdiction and venue for any litigation arising from your use of our service shall be an appropriate federal or state court located in the State of Michigan.

# Business eStatement Application

Business Name: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

Account Number(s)	*Primary Email Address	Access ID (no passwords)	Employee Name

\* One Primary Email Address per account for notification purposes.

I verify that I have read and understand the terms and conditions regarding the electronic delivery of bank statements and I have been provided a copy of the terms and conditions for my records. I acknowledge that I am an authorized representative of the business. I accept the responsibility for maintaining the addition or deletion of users with access to the account.

\_\_\_\_\_  
 Authorized Signature Date

\_\_\_\_\_  
 Title

**Please drop off completed application to your local Firstbank branch or send to:**

Firstbank Corporation  
 Attn: Internet Banking Administrator  
 311 Woodworth Avenue, Alma, MI 48801

*Bank use only:*

Bank / Branch #	Branch Manager Approval Signature	Date
Input by	Date of input	Client ID