

END USER AGREEMENT

This agreement is between West Shore Bank, 201 W Loomis St, Ludington, MI 49431 providing your Digital Banking Service and each consumer who has enrolled in this Digital Service including anyone authorized by the consumer to use the consumer's Digital Banking Service.

1. Setting up and using Digital Banking and Bill Pay Services

To use West Shore Bank's Digital Banking service, you must have at least one eligible account with West Shore Bank. We consider eligible accounts to be checking accounts, savings accounts, money market accounts, CD's, IRA's, Consumer Loans, Home Equity Loans and Mortgage Loans. This "Agreement" is subject to other agreements between you and us including but not limited to deposit account agreements and funds availability policies.

You can access all Accounts at the Bank held in your name and held jointly with others through the Digital Banking service. West Shore Bank reserves the right to limit the types of deposit and loan accounts that are available for Digital Banking services.

New Online and Mobile customers can easily self-enroll with their own device at westshorebank.com, or through the WSB Touch app. Your User ID must be a minimum of eight characters and a maximum of twenty-five characters. Your password must be a minimum of eight (8) characters and a maximum of twenty-five (25) characters and can consist of alpha-numeric and the following special characters. & + _ % @ \$ * ~

You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. Upon three unsuccessful attempts to use your password, your access to System Services will be locked. You must contact us during normal business hours to have your access unlocked or to obtain a new temporary password. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth or names of children, and should be memorized rather than written down. For your protection, utilizing password save features is not recommended for financial applications. Do not leave your mobile device unattended while you are logged in to System Services. If you believe your password has been lost or stolen, please change your password immediately and notify Customer Care at 888-295-4373. If your mobile device is lost or stolen, please immediately notify our Customer Care at 888-295-4373.

To help enhance your security, we recommend that you follow some general safety guidelines:

- Never walk away from your computer while logged on to this service
- Memorize your User ID and Passwords instead of writing them down
- DO NOT share your login information with anyone
- Choose passwords that are not easy to guess

You understand the importance of your role in preventing misuse of your accounts through Mobile Deposit and you agree to monitor your accounts regularly and promptly examine your account statement for each of your Accounts as soon as you receive it. You agree to protect the confidentiality of your Account and Account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your Account, may allow unauthorized access to your Account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via System Services is encrypted in an effort to provide transmission security and System Services utilize identification technology to verify that the sender and receiver of System Services transmissions can be appropriately identified by each other.

Notwithstanding our efforts to ensure that Mobile Banking is secure, you acknowledge that the internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing System Services, or email transmitted to and from us, will not be monitored or read by others.

We may modify, suspend, or terminate access to the Digital Banking service at any time and for any reason without notice. West Shore Bank reserves the right to require you to change your Password every 90 days.

2. Business Hours/System Access

Digital Banking services are typically available 24 hours a day, seven days a week, except for circumstances in which Digital Banking services may be inaccessible for a reasonable period of time for scheduled maintenance or emergency system maintenance. We will make every effort to notify you in advance when the Digital Banking service is not available.

Business Days for Digital Banking Services are Monday through Friday excluding Federal Holidays.

You can make transfers between eligible West Shore Bank accounts until 6:00 p.m. EST on any Business Day. Transfers made after 6:00 p.m. will be credited for the next business day.

You must obtain, install, and maintain the necessary software, hardware and internet access services needed to use the Digital Banking service. West Shore Bank will not be responsible for inability to access the system from the malfunction or failure of your hardware, software, or internet access services. You will be responsible for the setup and maintenance of your computer. We will require that your browser be 128-bit encryption enabled.

3. Types of Services Available

Funds Transfers/Transaction Access: You may use Digital Banking service to perform unlimited funds transfers between eligible West Shore Bank accounts (please refer to your account agreement for transaction limitations and fees.) You can check the balances on eligible accounts along with other detailed account information, you can access images of checks and bank statements using Digital Banking.

Bill Pay Services: You can make single payments or schedule recurring payments to occur automatically on an ongoing basis (after enrolling in the service).

Mobile Deposit Services: Bank provides mobile deposit services that will allow customers to deposit monies in the form of a check to your checking and/or savings Accounts from home or other remote locations using a camera from a mobile device. To use this service, you must be a Bank checking account holder and have agreed to the Terms and Conditions, Agreements and/or Disclosures applicable to Bank accounts. Bank reserves the right to limit the availability to qualifying customers, revoke the mobile deposit capture service at any time for any reason and to limit the number of deposit items you may deposit through this service or any of its features.

a. Prohibited Transactions

You can deposit checks when using Mobile Deposit; however, there are some checks that you cannot deposit using this service. These include:

- Checks payable to any person or entity other than you
- Checks containing any alteration of which you believe to be fraudulent or not authorized by the owner of the account on which the check is drawn
- Any checks that are not in original form, with a signature, such as substitute checks or remotely created checks
- Checks written off an account at a financial institution located outside the United States
- Checks not payable in United States currency
- Travelers Checks or money orders
- Checks dated more than 30 days prior to the date of deposit

In addition, any check that you attempt to deposit using Mobile Deposit is subject to verification by Bank. We may reject an item for deposit for any reason and will not be liable to you. In such a case, you will need to deposit the item using other means, such as visiting a Bank branch.

b. Receipt

West Shore Bank is not responsible for items that we do not receive. Processing and/or errors may and can occur after we acknowledge receipt that may impact transaction completion.

c. Processing Times

All Mobile Remote Deposit Capture transaction requests received after 6:00 p.m. EST on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next business day. The Bank's business day begins at 9:00 a.m.

d. Availability of Funds

Once deposited, subject to the processing times above, the following rules may apply:

- Funds availability is based on what is outlined in the Bank's Funds Availability policy
- New Bank customers will be allowed a maximum \$1,000 daily limit.
- New accounts will be reviewed after 60 days and the limit will be adjusted based on good account standing.

- Current Bank customers that are in good account standing will be allowed to make mobile deposits.
- Some mobile deposits may be reviewed by Bank staff for approval and/or may be rejected.

e. Original Check Destruction

Prominently mark physical checks deposited as 'Electronically Presented' or 'Void' once you have verified that the check has cleared in your account. Also, destroy checks 7-10 days after submission to ensure they are not represented for duplicate payment. You also hereby agree not to represent any item for repayment and will be liable for checks that are presented more than once.

f. Image Quality

The image of the check must be legible and must comply with the requirement established from time to time by ANSI, the Board of Governors of the Federal Reserve, or any other regulatory agency, clearing house or association. The mobile application will notify you if an image is not acceptable and instruct you to retake the picture.

g. Limits

Mobile Deposit Capture Limits are based upon the amount of time the account has been open at the Bank. The charts below outline the limits that you can process based on that time frame. Single check Amount refers to the largest dollar amount of a check in the deposit. The daily total amount is the limit for all deposits made in a single day. The monthly total amount is the rolling limit for all deposits made through Remote Deposit Capture in the last thirty (30) days.

Customer Accounts open less than 60 days:

Single Check Amount	\$1,000.00
Daily Total Amount	\$1,000.00
Monthly Amount	\$1,000.00

Customer Accounts open greater than 60 days:

Single Check Amount	\$2,500.00
Daily Total Amount	\$2,500.00
Monthly Amount	\$7,500.00

Business Group:

Single Check Amount	\$2,500.00
Daily Total Amount	\$2,500.00
Monthly Amount	\$7,500.00

Private Clients:

Single Check Amount	\$10,000.00
Daily Total Amount	\$10,000.00

External Funds Transfer Service other than Zelle®: External Transfer Services can be used to transfer funds between an Eligible Account and one or more External Accounts. An Eligible Account is any checking, savings or money market account owned by you and held by us, to which you have access via Digital Banking. Business and Corporate accounts are not eligible for External Transfer Services. An External Account is an account you own personally and hold at a financial institution in the United States, other than with us. An External Transfer is a transfer to an External Account from your Eligible Account (outbound transaction), or a transfer to your Eligible Account from an External Account (inbound transaction). To activate External Transfer Services, you must have at least one Eligible Account. Your use of the External Transfer Services constitutes your agreement to be bound by the terms of this Agreement.

a. Transaction Limits

A transfer to or from an External Account may be made in an amount up to a daily external transfer limit of \$2500 for outbound transactions and \$2500 for inbound transactions.

b. Transfer Authorization and Processing

- As a user of External Transfer Services, you represent and warrant that you are a named User of each External Account, you have all necessary legal right, power, and authority to transfer funds from each External Account, and that each External Account is located in the United States.
- You will use External Transfer Services in accordance with the process set forth in Digital Banking. When you request an outbound External Transfer from your Eligible Account, you authorize us to debit your Eligible Account and remit funds on your behalf to the External Account designated by you. You also authorize us to reverse a credit to your External Account if the transaction is returned for any reason, including but not limited to insufficient funds, errors or for security reasons.
- It is your responsibility to ensure the accuracy of all information that you provide through Digital Banking when you request an External Transfer, and that you inform us as soon as possible if you become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a transfer made to the wrong account once we receive notice of the error and have a reasonable opportunity to act on it. However, we do not guarantee that we can stop or recover such a transfer, and we will have no responsibility or liability for any damages you may suffer as a result of incorrect information that you provided in connection with External Transfer Services.

c. Processing and delivery timeframes

- Outbound External Transfers: Transfers submitted before the 4:00 p.m. EST Business Day cutoff time from a West Shore Bank account to an External Account can take up to three (3) Business Days for the funds to be credited to the External Account, following the date of the External Transfer. Funds availability in the External Account depends upon the external financial institution's funds availability policy. The funds for the transfer will be debited

from your West Shore Bank account on the Transfer Date, which is the date the funds move out of your account.

- Inbound External Transfers: Transfers submitted before the 4:00 p.m. EST Business Day cutoff time from an External Account to your West Shore Bank account will be available for use at the end of the third Business Day following the transfer date. The funds for the transfer will be credited to your West Shore Bank account on the transfer date with a hold on the funds. The hold will be removed, and the funds made available during nightly processing on the third (3rd) Business Day following the transfer date.

d. Canceling a transfer

One-time, same-day External Transfers cannot be canceled once the transfer has been submitted. Future-dated External Transfers can be canceled via Online or Mobile Banking prior to the scheduled transfer date.

e. In the Event You have Insufficient Funds

In initiating an outbound External Transfer, you are requesting us to make a payment for you from your Eligible Account. If you attempt to transfer an amount larger than your Available Balance, we, in our discretion, may permit the transfer of the amount over and above the amount of your Available Balance, in which case you may be charged an Overdraft Fee in accordance with the terms of the depository agreement governing your deposit account. You are responsible for monitoring the status of transactions on your account.

f. Liability for Failure to Make Transfers

We will use reasonable efforts to make all your External Transfers properly. For Consumer Accounts only, if we do not make an External Transfer properly, we will be liable for your damages to the extent provided by applicable law. However, we shall incur no liability if we are unable to complete any External Transfer initiated by you under any one or more of the following circumstances:

- If, through no fault of ours, your account does not contain sufficient funds to complete the External Transfer, or the External Transfer would exceed the credit limit of any overdraft line of credit that may be available to you;
- External Transfer Services is not working properly, and you know or have been advised by us about the malfunction before you execute the transaction;
- The External Transfer is refused as described below;
- You have not provided us with the correct information, including but not limited to the correct information for the account to which, or from which, the External Transfer was intended to be made; and/or
- Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s) at which an External Account is held, or interference from an outside force) prevent the proper execution of the External Transfer and we have taken reasonable precautions to avoid those circumstances.

Under no circumstances will we have any liability to you for failing to provide you access to your accounts to conduct an External Transfer. Furthermore, unless otherwise required by applicable law, we will only be responsible for performing External Transfers as expressly stated in this Agreement.

Unless otherwise required by law, in no event will we or our affiliates be liable to you for special, indirect, punitive, or consequential damages including, without limitation, lost profits and attorney's fees, even if we are advised in advance of the possibility of such damages.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- is not in accordance with any term or condition applicable to External Transfer Services or any related account;
- would result in our exceeding any limitation of our intra-day net funds position established pursuant to present or future Federal Reserve guidelines;
- would violate any applicable provision of any risk control program of the Federal Reserve or any applicable law, rule, or regulation of any other federal or state regulatory authority; or
- is not in accordance with any other requirement of our applicable policies, procedures, or practices.

g. Prohibited Transfers

You agree not to use External Transfers to make any transfer including, but not limited to, using funds that were sent to you from outside the United States if the funds were accompanied by instructions specifying one or more payments to be made with those funds or to make a payment outside the United States or for any payments that violate applicable law or any other agreements with the Bank.

h. Refused Transfers

We reserve the right to refuse any External Transfer. We will notify you promptly if we decide to refuse to transfer funds per a requested External Transfer. However, this notification is not required if you attempt to make a transfer prohibited under this section of this Agreement.

i. Returned Transfers

You understand that External Transfers may be returned for various reasons (for example, because the number of the account intended to receive the External Transfer is not valid, or because of insufficient funds in the account from which the External Transfer is to be made). We will use reasonable efforts to research and correct the External Transfer to the intended account or void the External Transfer and credit the account from which the External Transfer was made. If through reasonable efforts we are not able to correct the External Transfer, we will incur no liability.

4. Fees

If applicable you agree to pay all and any fees related to the use of Digital Banking Services.

5. Termination

After you have enrolled, you can withdraw your enrollment or future consent to future electronic documents by calling (231) 845-3500 or (888) 295-4373 or sending an email to

customer@westshorebank.com. We reserve the right to terminate in whole or in part your access to Digital Banking service.

6. Change in Terms

We may amend, add, delete, or change terms, conditions and other provisions, fees, charges, or other terms described in this Agreement at any time.

Any changes to this Agreement will be posted on our website and will be provided to you when required by law.

You are bound by such change if you use the service after the effective date of the notice unless you notify us, before the effective date of the change/amendment, that you reject these changes and cancel your West Shore Bank Digital Banking service or close your Accounts (if applicable).

7. Liability

West Shore Bank will make all efforts to complete your transfers properly. West Shore Bank cannot be held liable if we are unable to complete a transfer for the following reasons:

a. The funds in your account are not available for the following reasons; a legal hold has been placed on your account or you do not have sufficient funds in your account, or you have exceeded the available credit limit on the line of credit that is attached to your checking account.

b. The service is not properly working or there is a communication failure or circumstances beyond our control including a natural disaster such including but not limited to a flood or a fire, or an outside altercation.

c. We have revoked your access to this service.

You will be liable for any unauthorized transactions on your account to the extent permissible by law and regulation. You should not disclose your credentials to any other person, they are confidential to you and should be used for your purposes only. Contact us immediately if you feel that someone has obtained this information and could access your accounts. The best way to minimize your losses is to contact us immediately under these circumstances.

We can be reached by telephone at (231) 845-3500 or (888) 295-4373

Or write us at West Shore Bank, ATTN: Customer Care, PO Box 627, Ludington, MI 49304.

When you receive your bank statement, if you determine that there is a transaction that was not authorized by you, please notify us immediately. You have 60 days from the date of the first statement in which the error or problem appeared to notify us of this.

8. Consumer Privacy and Policy

It is West Shore Bank's highest priority to maintain the privacy and confidentiality of our customer's information. Please refer to our website at <http://www.westshorebank.com> to review this statement. Click on the privacy information link at the bottom of the page.

The primary licensor for West Shore Bank's mobile banking service is Jack Henry & Associates, Inc. (the "Provider"). By enrolling in our mobile banking service, you hereby agree as follows:

(i) General. Access to our mobile banking service via your mobile device is powered by the mobile technology solution owned by Provider. The Provider is not the provider of any of the financial services available to you through the mobile banking service, and the Provider is not responsible for any of the materials, information, products or services made available to you through the mobile banking service.

(ii) Source of Information. The mobile banking service, at your direction, will retrieve your information maintained online by financial institutions and billers with which you have customer relationships, maintain accounts or engage in financial transactions and other log-in related information ("Account Information"). Provider does not review, verify or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes and reports available Account Information to you. Technical difficulties may result in a failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information is timely only to the extent that it is promptly provided by the third-party sites. Account Information may be more complete or up to date when obtained directly from the third-party sites.

(iii) Your Responsibility for Information. You are responsible for providing Provider with accurate and updated (as necessary) account numbers, user names, passwords and other log-in related information ("Registration Information") so that the mobile banking service is able to access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately.

(iv) Rights You Grant to Provider. By submitting data, passwords, user names, PINs, log-in information, materials and other Registration Information to Provider through the mobile banking service, you are voluntarily supplying that content to Provider for the purpose of providing the mobile banking service to you. By submitting such information to Provider, you represent that you are entitled to submit it to Provider for use for this purpose, without any obligation by Provider to pay any fees. By using the service, you expressly authorize Provider to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the service, you will be directly connected to the website for the third party you have identified. Provider will submit information including user names and passwords that you provide to log you into the site. You hereby authorize and permit Provider to use and store the information submitted by you (such as account passwords and user names) to accomplish the foregoing and to configure the mobile banking service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when Provider is accessing and retrieving Account Information from the third-party sites, Provider is acting on your behalf and not on behalf of the third party. You acknowledge that certain risks

are inherent in the transmission of information over the internet, and you agree that by using the service you are assuming those risks.

(v) Consent to Use of Data. You agree that Provider may collect and use technical data and related information, including but not limited to technical information about your mobile device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the mobile banking service. Provider may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies.

(vi) Disclaimer of Warranty. THE MOBILE BANKING SERVICE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE MOBILE BANKING SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE MOBILE BANKING SERVICE WILL BE UNINTERRUPTED. YOUR USE OF THE MOBILE BANKING SERVICE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(vii) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE MOBILE BANKING SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, PROVIDER'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE MOBILE BANKING SERVICE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(viii) Miscellaneous. This End User Agreement constitutes the entire agreement between you and Provider concerning the subject matter hereof. This End User Agreement will be governed by and construed in accordance with the laws of the state of Iowa, excluding that body of laws pertaining to conflict of laws. If any provision of that portion of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this End User Agreement are subject to the exclusive jurisdiction of the courts of Iowa and you expressly consent to jurisdiction and venue thereof and therein. This End User Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the

International Sale of Goods is hereby expressly waived and excluded. To assist Provider in maintaining and improving this application, Provider uses Google Analytics to gather information about usage of the application. For example, it tracks how many visitors the application has, which screens they spend time on, what kinds of operating systems and mobile devices they use, and how they found the application. Google Analytics does not track, collect or upload any data that personally identifies an individual (such as a name, email address, account number or billing information), or other data which can be reasonably linked to such information. The information helps Provider improve the performance of this application for you. For more information on Google's use of the data, please see the website "How Google uses data when you use our partners' sites or apps" located at <http://www.google.com/policies/privacy/partners/>.