



Online and Mobile Banking Agreement and Disclosure

This Online and Mobile Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Online and Mobile Banking service or the Bill Payment service ("Services"). It also describes the rights and obligations of Dearborn Federal Savings Bank ("Bank"). Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

I. Definitions

The following definitions apply in this Agreement:

1. "Authorized Representative" refers to a person with authority (with respect to the account);
2. "Bill Payment" is the online service that enables the scheduling of bill payments using a personal computer;
3. "ISP" refers to your Internet Service Provider;
4. "Online and Mobile Banking" is the internet and mobile based service providing access to your Bank account(s);
5. "Online Account" means the Bank account from which you will be conducting transactions using a Service;
6. "Password" is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
7. "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account; 8. "Time of day" references are to Eastern Standard Time;
9. "User ID" refers to the user log in / user name created for your connection to the Service;
10. "We", "us", or "Bank" refers to Dearborn Federal Savings Bank which offers the Services and which holds the accounts accessed by the Services; and
11. "You" or "your" refers to the owner of the account or the authorized representative.

II. Access to Services

The Bank will provide instructions on how to use the Online and Mobile Banking and Bill payment Services. You will gain access to your Online Accounts through the use of your Internet-enabled device, your ISP, your Password and your User ID. You may access your Online Accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.

For purposes of transactions, the Bank's business days are Monday through Friday, excluding holidays and weekends. All Online Banking transaction requests received after 8:00 p.m. 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.

III. Banking Transactions with Online and Mobile Banking

- A. Transfer of Funds. In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your checking accounts, savings accounts, money market accounts and Line of Credit accounts.

NOTE: Because regulations require the Bank to limit preauthorized transfers (including Online and Mobile Banking transfers), the following limitations apply:

Insured E-Z Access Fund account. You can make no more than [six (6)] transfers per statement period by preauthorized or automatic transfer or by telephone or Online Banking and no more than [three (3)] of these may be by check, draft or debit card. *Please note*: If there are not sufficient funds in the account, we cannot complete this transfer. However, future recurring transfers will not be impacted.

- B. Additional Services. New services may be introduced for Online and Mobile Banking from time to time. The Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.





IV. **Mobile Banking**

Mobile Banking is an extension of the Online Banking service offered by Dearborn Federal Savings Bank and is available to all customers who have enrolled in the service under the same general terms and conditions. To use Mobile Banking services, you will be required to use your existing login credentials. Not all features and services available through Online Banking are available via Mobile Banking. The use of Mobile Banking services may result in fees or charges from your mobile provider; Dearborn Federal Savings Bank makes no representation regarding the applicability or extent of such costs.

You agree that you will not install software onto your mobile device that you are not familiar with or without familiarizing yourself with such software's terms and conditions. You agree to download mobile security software updates when available, to lock your mobile device if it is left unattended and to log off of Mobile Banking at the completion of any online session.

You agree that if your mobile device is lost or stolen or if you believe your login credentials have been compromised, you will immediately notify Dearborn Federal Savings Bank of such event and will make reasonable efforts to ensure that your mobile device is immediately deactivated.

V. **Fees and Charges**

The Bank offers the benefits and convenience of the Online and Mobile Banking Service to you free. We may change our fee schedule at any time. If we make a change, you will be notified in writing as required by applicable law.

VI. **Statements**

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account.

VII. **Conditions of Use**

The use of your Account and Online and Mobile Banking are subject to the following conditions: a.

Security of Password.

You are responsible for keeping your password and Online Account information confidential. You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your password, you understand that person may use the Online and Mobile Banking service to review all of your account information and make account transactions. Also, you are responsible for all bill payments, transfers or other transactions you authorize using Online and Mobile Banking. Therefore, we are entitled to act on transaction instructions received using your password and you agree that the use of your password will have the same effect as your signature authorizing transactions. For anyone you authorize to use your password in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Bank and changing your password immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your password is changed. If you fail to maintain or change the security of your password and the Bank suffers a loss, we may terminate your electronic funds transfer and account services immediately.

In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Password, or User ID;
- Do not leave your computer or mobile device unattended while you are in the Bank's Online and Mobile Banking Site;
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.





If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Bank immediately at 1-800-809DFSB (3372) between the hours of 8:30 a.m. to 4:30 p.m., Monday through Thursday and 8:30 a.m. to 6:00 p.m. on Friday. Telephoning the Bank is the best way of minimizing your losses and liability. (See Section XII)

If you believe your Password has been lost or stolen, please use the Password change feature within the Online and Mobile Banking section of the Web site to change your Password.

b. Joint Accounts

If any of the accounts that you register in Online and Mobile Banking is a joint account, you represent that your joint account holder has consented for you to use that account. We will end your use of any Service if any joint account holder notifies us that (i) they never consented to your use of the Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

c. Illegal Use or Internet Gambling

You may not use the Online and Mobile Banking services for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. You agree that all transactions that you initiate by use of Online and Mobile Banking are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your electronic funds transfers may only be conducted for legal transactions. We may restrict online gambling transactions by use of an electronic funds transfer service.

VIII. Mobile Text and Electronic Mail (E-mail) Alerts and Notifications

Alerts available through Online and Mobile Banking services allow you to request and receive messages about your account. By adding a mobile phone number to your Online and Mobile Banking profile, you are certifying that you are the account holder for the mobile phone account or have the account holders permission to use the mobile phone number for Online and Mobile Banking. By enrolling for Alerts, you agree to receive Alerts through e-mail messages and/or automated (SMS) text messages to your handheld or mobile device.

Text and e-mail alerts can be established to obtain account information. However, do not rely solely on these Alerts for account information. Although the Bank makes every effort to ensure Alerts are delivered as expected, there are conditions that may make the Alerts unreliable such as, but not limited to: spam filters, relay detectors, inaccurate or obsolete e-mail addresses, network or system failures, etc. The Alerts are designed to give you timely notice of specific events, it may not always provide immediate notice. Balances shown on Alerts may not reflect actual available balances. The Bank recommends that the service be tested prior to regular use to identify any limiting conditions that may be present. The Bank does not guarantee the delivery of any account Alert. Text and data fees may apply when using this service.

If you send the Bank an e-mail message, the Bank will be deemed to have received it on the following business day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

NOTE: We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public email system.

IX. Bill Payment Services

- A. Description of Service. The Bill Payment Service permits you to use your Internet-enabled device to direct payments from your designated online Bill Payment Account to third parties you wish to pay. Your Bill Payment Account must be a checking account. Through the Bill Payment Service, you can pay bills from your Bill Payment Account to businesses or individuals.

All payments you make will be deducted from the checking account that you designate as your Bill Payment Account for the Bill Payment Service. Any payments you wish to make through this Service must be payable in U.S. dollars to a payee located in the United States. We reserve the right to restrict types of payees to whom payments may be made using the Service from time to time. You should not use the Bill Payment Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.



- B. Scheduling Payments. Funds must be available in your Bill Payment Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non-business day (Saturday, Sunday, or holiday), funds must be available in your Bill Payment Account the following business day (e.g. Monday). After funds are withdrawn from your Bill Payment Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

You may choose to schedule payments to recur in the same amount at regular weekly, monthly, or semi-monthly intervals. When you create a new payee in the Bill Payment Service, you must allow a reasonable amount of time to set up the payee to receive payments. You should schedule a payment to a new payee at least ten (10) business days before any payment due date, to allow us time to set up the payee and verify information about your account with the payee.

For all subsequent payments, you should allow at least four (4) to ten (10) business days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If the payment is an Automatic Clearing House (ACH) electronic payment, it may take up to four (4) business days to reach the payee. However, if the company or person that you are paying cannot accept an electronic payment, the Bill Payment Service will send a check that may take up to ten (10) business days. If you do not follow these time frames, you will be fully responsible for all late fees, finance charges or other actions taken by the payee. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, the Bank will work with the payee on your behalf to reverse any late fees or charges.

- C. No Duty to Monitor Payments. The Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. The Bank will not be liable in any way for damages you incur for any of the following reasons:
- insufficient funds in your Bill Payment Account to make the payment on the processing date;
 - delays in mail delivery;
 - changes to the payee's address or account number unless we've been advised of the change in advance
 - the failure of any payee to correctly account for or credit the payment in a timely manner, or
 - any other circumstances beyond the control of the Bank.

If the session during which you schedule a payment or transfer ends by 2:00 p.m., the Bank will be considered to have received it on that day. Otherwise, it will be considered received on the following business day. For all entries made using the Services, the time recorded by the Online Banking Service will be considered the official time of the transaction.

If your Bill Payment Account does not have sufficient funds to make a payment as of the date the payment is debited to your account, the Bill Payment Service will automatically block future Bill Payment Service until the account has sufficient funds to make the payment. The Bank will attempt to notify you by e-mail or U.S. Postal Mail, but the Bank shall have no obligation or liability if it does not complete a payment because there are insufficient funds in your account to process a payment. In all cases, you are responsible for either contacting the Service at 1-800-809-DFSB (3372) to either make alternate arrangements for the payment or reschedule the payment through the Service. In the case of fixed payments, only the payment currently scheduled will be impacted. Fixed payments scheduled for future dates will not be affected.

- D. Cancel or Change Payment Instructions. Payments must be changed or canceled using the Service prior to the business day the transaction is scheduled to be initiated. If you ask us to cancel a payment after it is issued and we agree to do so, we may charge you a stop payment fee. Stop payment orders whether oral, written, or electronic, will be in effect for a period of six (6) months. If requested by the Bank, you will confirm any stop payment order in writing. After six (6) months, any stop payment will terminate and must be renewed in order to continue in effect. The Bank may pay any item that is presented following the lapse of any stop payment order.
- E. No Signature Required. When any payment or other online Service generates items to be charged to your account, you agree that we may debit your Bill Payment account without requiring your signature on the item, and without prior notice to you.
- F. Multiple Person Bill Payment Accounts. If more than one person has access to a Bill Payment account, each person may individually enroll in the Bill Pay service. Each enrolled person needs a unique password but may choose to use the same payee list. Each individual may terminate her/his enrollment in the Bill Payment service without affecting the Service for any other person enrolled in that Bill Payment account. However, any enrolled person may terminate the Bill Payment service that will terminate the service for all enrolled persons on that Bill Payment account.





X. Shared Access Granting Access to Other People (Shared Access)

As the authenticated primary user of online and mobile banking, you have the ability to entitle another person or persons (subusers) with access to your online and mobile banking site and with certain authorities with respect to your accounts. Shared Access includes view-only access, making transfers between designated accounts and initiating payments from designated accounts, granted individually or in combination. You have sole authority and control in sharing access with, managing and disabling subusers and/or their respective e-authority. You authorize us to act on transaction instructions initiated under the credentials of an authenticated subuser, just as if it was initiated under your credentials. When granting Shared Access, you assume total liability for any and all activities of a subuser with respect to your accounts, and you agree to hold us harmless in any claim you make against a subuser for breach of your agreement with said subuser pursuant to Shared Access.

XI. Termination of Services

We have the right to end or temporarily stop any or all of the Services at any time and for any reason. We may do so without notifying you beforehand. However, our intention is to notify you before or promptly after ending any Service. To unenroll in Online or Mobile Banking Services, you can call us and we will remove you. If you unenroll from Online or Mobile Banking Services, you may end any or all the Services by notifying us in writing at the address shown in the section called "Contacting DFSB." Your written notice is effective when we receive it. You may also:

1. Unenroll for electronic (online) statements by doing so through the Online Banking Services (*mydfs.com*). If you do so, monthly fees may apply for access to some or all of the other Services, depending on your account type.
2. Unenroll from bill payment services by doing so online. If you do so, any scheduled payments will be canceled and your payees will be removed. You will need to re-enroll in Online Bill Pay and set up your payees in order to pay bills again. Any payments already made will not be affected.
3. Cancel any regular transfers or bill payments by deleting them online.
4. Unenroll from the Mobile Banking Services by doing so online. If you unenroll from the Mobile Banking Services, you will continue to have access to the Online Banking Services.
5. Deactivate automated (SMS) text messages to your Handheld or Mobile Device by doing so online.

The terms of this Agreement will survive (continue in full force and effect) if you unenroll from any of the Services.

If you are not paying a monthly service charge for the Service, we may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 6 month period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

XII. Electronic Fund Transfer Provisions For Consumers

- A. Applicability. These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Bank may rely on any exceptions to these provisions that are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.

- B. Your Liability for any unauthorized EFT or any series of related unauthorized EFTs:

You are solely responsible for all transfers you authorize using Online or Mobile Banking under this Agreement. If you permit other persons to use your access code and initiate transaction with Online or Mobile Banking, you are responsible for any transactions they authorize or conduct on any of your accounts.

1. If you notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less
2. If you fail to notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed the lesser of \$500.00 or the total of:





- \$50.00 or the amount of unauthorized EFTs that occur within the two (2) business days; and
 - the total of authorized EFTs which occur during the two (2) days before notification to the Bank, provided the Bank establishes that these EFTs would not have occurred had the Bank been notified within that two-day period.
3. You must report an unauthorized EFT that appears on your periodic statement, no later than 60 days of transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFTs that occurred with the 60-day period. You may also be liable for the amounts as described in sections 1 and 2 above.
 4. If the report is made orally, we will require that you send the complaint or question in writing within 10 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within 10 business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is completed. If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 business days (instead of 10) and 90 calendar days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.
 5. You may notify the Bank by telephone or in writing. Notification by general e-mail to report an unauthorized transaction is not secure and therefore not advised.

C. Contacting DFSB. In case of errors or questions regarding an Online or Mobile Banking or Bill Payment transaction, contact us immediately by one of the following:

Telephone	1-800-809-DFSB (3372)
In Person	At any Dearborn Federal Savings Bank branch office
Mail	Dearborn Federal Savings Bank, Attn: Electronic Banking Services Department, 22315 Michigan Avenue, Dearborn, MI 48124

We must hear from you at the telephone number or address, listed above, no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

1. Your name and account number
2. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information
3. The dollar amount of the suspected error and date on which it occurred.

D. Business Accounts. The Bank shall have no liability to you, or any other person or entity for any loss, damage, cost, or expense arising out of this Agreement regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Electronic Fund Transfer Services provided for in this Agreement. We shall have no liability for not completing a transaction, the ownership of funds involving a transaction or the Authorized Representative's authority to conduct a transaction is in question; we suspect your Account has been used for illegal or fraudulent purposes; or we reasonably believe that a transaction is prohibited by federal law or regulation, or this Agreement. We will not be liable if you fail to report timely any error or discrepancy reflected in a statement prepared by us, or if you fail to report a breach of a security procedure. If we fail to perform under this Agreement in accordance with the standards set herein, our liability for damages, losses, and other compensation owing to you shall be limited to direct damages caused solely by the Bank. We shall not be liable for any loss, damage, liability, or claim arising directly or indirectly from any error, delay, or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints, or any other event beyond its control.

XIII. Liability

A. Our Liability. This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online or Mobile Banking or Bill Payment services accounts. Unless





otherwise required by applicable law, we are only responsible for performing the Online or Mobile Banking and Bill Payment services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

We will not be liable to you in the following instances:

1. If through no fault of the Bank, you do not have enough money in your account to make the transfer.
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
3. If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
4. If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
5. If your transfer authorization terminates by operation of law.
6. If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.
7. If you have not properly followed the instructions on how to make a transfer included in this Agreement.
8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
9. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

- B. Indemnification. You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online and Mobile Banking or Bill Payment account.
- C. Third Parties. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Google Chrome (Google browser) or Microsoft (Microsoft Explorer browser), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online or Mobile Banking or Bill Payment account.
- D. Virus Protection. The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

XIV. General Terms and Conditions

- A. Bank Agreements. In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking Service or the Bill Payment Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule contained in this Agreement. We will automatically deduct the fees related to this Service from your account each month.
- B. Changes and Modifications. The Bank may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail and you will have to be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.
- C. Assignment. We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.
- D. Notices. Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.





E. Disclosure of Information. We will only disclose information to third parties about your account or transfers you make under the following circumstances:

- where it is necessary for the provision of Online or Mobile Banking and for completing transfers;
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- in order to comply with government or court orders, or other reporting requirements;
- if you give us your permission;
- to the Bank affiliated companies.

F. Governing Law. This Agreement is governed by the laws of the State of Michigan and applicable federal law.

I have read and agree with the Online and Mobile Banking Agreement and Disclosure. I confirm that I have reviewed this Agreement, understand the terms and conditions set forth, meet all requirements and that I do want to enroll in Online or Mobile Banking for my eligible accounts and agree to be bound hereby.

