



YOUR DEPOSIT ACCOUNT TERMS AND CONDITIONS

Effective March 19, 2024

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws and the laws of the state of Michigan and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) Summarize some laws that apply to common transactions.
- (2) Establish rules to cover transactions or events which the law does not regulate;
- (3) Establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) Give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document.

As used in this document, the words “we”, “our,” and “us” mean the financial institution and the words “you” and “your” mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms “you” and “your” should not be interpreted, to expand an individual’s responsibility for an organization’s liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional

reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees, to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys’ fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys’ fees can be deducted from your account when they are incurred, without notice to you.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn “on us”). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our “daily cutoff time” on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

WITHDRAWALS

Generally - Unless clearly indicated otherwise on the account records, any one of you, acting alone, who signs to open the account or has the authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which

you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a “substitute check” as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. We may determine whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts, except for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. Items that we decision to return for insufficient or uncollected funds may be assessed a fee more than one time if they represent for payment and funds are not available to pay the item when it is represented.

Multiple Signatures, Electronic Check Conversion, and Similar Transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Funds Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you.

As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of Withdrawal - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings or money market account (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - is an account in the name of one person.

Joint Account with Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - No Survivorship (As Tenants In Common) - is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

Revocable Trust or Pay-On-Death Account - if two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries of either of these account types cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of the owner(s) of the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either a Pay-On-Death or Revocable Trust account reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

Ownership of Account for Health Savings Accounts (HSA) opened online - If you open an HSA Checking or HSA Certificate of Deposit account with us online, your account will be opened as an individual account. If you select "Joint" as the Applicant Type, "Joint" tells us that you would like to add an Authorized Signer to your Health Savings Account. HSAs can only be opened as Individual Ownership accounts.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we receive written notice of a change from the governing body of the entity.

STOP PAYMENTS - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

To stop payment on a check or draft, you must give us an oral or written stop payment order using the phone number or address listed on the back cover, or in person at a branch, or by making an electronic stop payment order through online banking. You must give us the exact account number, and either the exact check number(s) or amount, so we can identify the item. Generally, upon receipt of the stop payment instructions, your request will be processed immediately. We will send a confirmation notice of stop payment within 10 business days of receiving the stop payment order. If the information contained on the confirmation notice is not correct, contact us immediately to amend or revoke the stop payment order.

We may accept an order to stop payment on any item from any one of you. We must receive your order to stop payment in time to give us a reasonable opportunity to act on it. A stop-payment will be placed on the item only if the item has not been received for payment on or prior to the date of the stop pay request. Because stop-payment orders are handled by computers, to be effective, your stop payment order must precisely identify the number, date and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, your stop-payment order is effective for seven months. Your order will lapse after that time if you do not renew the order in writing before the end of the seven-month period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request must be made by an authorized signer on the account.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

TELEPHONE TRANSFERS —A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing.

AMENDMENTS AND TERMINATION - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. You agree to keep us informed of your current address at all

times. Notice from us to any one of you is notice to all of you. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s). We may automatically close your account if the account balance remains at \$0.00 for 90 days or more or is negative.

STATEMENTS -

Your duty to report Unauthorized Signatures, Alterations and Forgeries - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your Duty to Report Other Errors - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error—such as an encoding error. You agree that the time you have to examine your statement and report to us will depend on the circumstances. However, such time period shall not exceed 60 days. Failure to examine your statement and report any such errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any such errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors Relating to Electronic Fund Transfers or Substitute Checks (*for consumer accounts only*)- For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

DIRECT DEPOSITS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT- If this option is selected, this is a temporary account agreement. Each person who

signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

SETOFF - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note.

This right of set-off does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

CHECK PROCESSING - We process items mechanically by relying on the information encoded along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process items and do not inspect all items processed in such a manner. Using an automated process helps us keep costs down for you and all account holders.

CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept

any other electronic or paper image of an original check.

REMOTELY CREATED CHECKS - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line. For example, if a person provides an account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from that account.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

UNLAWFUL INTERNET GAMBLING NOTICE - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

ACH AND WIRE TRANSFERS- This agreement is subject to Article 4A of the Uniform Commercial Code—Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

FACSIMILE SIGNATURES - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this

purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

AUTHORIZED SIGNER (Individual Accounts Only) - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

RESTRICTIVE LEGENDS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for special instructions or "restrictive legends" on every check. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00". For this reason, we are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. We are not responsible for any losses, claims, damages, or expenses that result from your placement of these or other special instructions on your checks.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

INDORSEMENTS - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g., additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge. It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement, or information you have printed on the back of the check obscures our indorsement. These indorsement guidelines apply to both personal and business checks.

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or becomes legally incompetent. We may continue to honor your checks, items, and instructions until: (a) we know

your death or incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or legal incompetence for up to ten (10) days after your death or legal incompetence unless ordered to stop payment by someone claiming an interest in the account.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

CREDIT VERIFICATION - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

SECURITY - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account. If you provide your account number in response to a telephone solicitation for the purpose of making a transfer (to purchase a service or merchandise, for example), payment can be made from your account even though you did not contact us directly and order the payment. You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use

ordinary care and if we substantially contributed to the loss).

You agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss.

TELEPHONIC INSTRUCTIONS - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

CLAIM OF LOSS - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

EARLY WITHDRAWAL PENALTIES (*and involuntary withdrawals*) - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

WAIVER OF NOTICES - You waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account.

TELEPHONE AND ELECTRONIC COMMUNICATION - We may record and/or monitor any of our telephone conversations with you. If we do record, we do not have to keep the recordings, unless the law says we must.

When you give us your mobile number, we have your permission to contact you at that number about all of your Mercantile Bank accounts. Your consent allows us to use text messaging for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change your contact preferences. If you give us your email address, you agree that we may send email messages (such as servicing messages, fraud alerts and other communications regarding our products and services) related to your accounts to that address.

We may send communications electronically, such as by email or text message, rather than through U.S. mail or other means, unless the law says otherwise. Opening a new product or service and/or changing your email address with Mercantile Bank may also change your email communication preferences, including prior email communication opt-outs you may have designated for your email communication preferences.

FOR ALL PERSONAL ACCOUNTS

SPECIAL DISCLOSURE FOR TRANSACTION ACCOUNTS - The Bank may make a change in your Checking Account that will not affect your available balance, interest earnings, FDIC insurance or bank statement. This Account will consist of a checking sub account and a savings sub account. For regulatory reporting purposes only, the Bank may periodically transfer funds between these two sub accounts. On a sixth transfer during a calendar month, any funds in the savings sub account will be transferred back to the checking sub account. If your Account is a Plan on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub account will be non interest bearing. The Savings sub account will be governed by the rules governing our other savings accounts.



REGULATION CC FUNDS AVAILABILITY DISCLOSURE Effective October 27, 2023

Your ability to withdraw funds at Mercantile Bank. Our policy is to make funds from your cash and check deposits available to you on the first business day following the day we receive your deposit. However, funds from electronic deposits will be made available on the day we receive the deposit. Electronic deposits received through Real Time Payments and FedNow networks have immediate funds availability and are available irrespective of business days and cut-off times.

Once deposited funds are available, you can withdraw them in cash and/or we will use them to pay checks that you have written. In order to determine the availability of your deposit, every day is a business day, except Saturdays, Sundays and federal holidays. Our deposit cut-off hours are at the close of business.

Should you make a deposit before our cut-off hour on a business day that we are open, we will consider that day to be the day of your deposit. However, should you make a deposit after our cut-off hour or on a day that we are not open, we will consider that the deposit was made on the following business day that we are open.

If you make a deposit at a Mercantile ATM before 6:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at a Mercantile ATM after 6:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day that we are open.

Reservation of Right to Hold. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be made available to you until the second business day following the day of your deposit. The first \$225.00 of your deposit, however, will be made available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you a notice of funds held by the business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

Longer Delays May Apply. We may delay your ability to withdraw funds deposited by check into your account an additional number of days for the following reasons:

- You deposit checks totaling more than \$5,525.00 on any one day.
- You redeposit a check that has previously been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- We have reason to believe that a check you deposit will not be paid.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day following the day of your deposit.

Holds on Other Funds. If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept a check that is drawn on another financial institution for deposit, we may make funds from the deposit available for withdrawal immediately, but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Special Rules for New Accounts. If you are new customer the following special rules will apply during the first 30 days your account is open:

- Funds from electronic direct deposits to your account will be available on the day we receive the deposit.
- Funds from deposits of cash and wire transfers will be available on the first business day after the day of your deposit.
- The first \$5525 of a day's total deposit of cashier's checks, certified, teller, traveler's and federal, state, and local government checks will be available on the first business day after the day of your deposit if the checks are made payable to you. The excess over \$5525 will be available no later than the ninth business day following the banking day on which funds are deposited. If your deposit of these checks (other than U.S. Treasury check) is not made in person to one of our employees, the first \$5525 will not be available until the second business day after the day of your deposit.
- Funds from other checks will be available to you no later than the ninth business day after the day of your deposit.



ELECTRONIC FUND TRANSFERS

YOUR RIGHTS AND RESPONSIBILITIES

Effective October 11, 2022

Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference. As used in this document, the words "we", "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

We provide a variety of electronic funds transfer (EFT) deposit services. These include all transfers resulting from debit cards, ATM cards, electronic payments, credits and transfers, and online banking transactions. We may issue you an access device, such as a card, personal identification number (PIN) or other means of accessing your account to initiate EFTs. Our business days for conducting EFT services are all days except Saturdays, Sundays and federal holidays.

TYPES OF ELECTRONIC FUNDS TRANSFER SERVICES

(a) **ATM and Debit Cards.** You can use your ATM card or debit card (either is called a "Card") as follows:

At ATMs to:

- Withdraw cash;
- Transfer funds;
- Find out balances;
- Make deposits.*
- Obtain a copy of recent account activity.*

Please note: Services marked with an asterisk (*) may only be available at Mercantile Bank ATMs. Services are available only for designated accounts linked to your Card. When linking multiple accounts to your Card, one checking account and one savings account will be designated as primary.

A non-Mercantile ATM may only be used if it participates in the VISA®, PLUS®, CIRRUS® or ACCEL/Exchange® networks and on those networks your primary checking and savings accounts are accessible, and other linked accounts may be accessible. Outside the U.S., only your primary checking account is generally accessible. There is no charge for ATM deposits or withdrawals at machines owned by us. If you perform a transaction or conduct a balance inquiry at an ATM that we do not own you may be charged a fee by the operator of that machine. **Effective December 1, 2022 we will automatically reimburse one ATM deposit or withdrawal fee charged by ATMs located in the United States of America (USA) per cardholder per calendar month.** Other ATM fees, such as balance inquiries or transfers will not be refunded by Mercantile Bank. Mercantile Bank will not be responsible for reimbursing fees for any ATM transactions conducted outside of the USA.

ATM and Debit Cards can be used at participating Merchants to:

- Purchase goods and services. Purchases are subtracted from your primary checking account. If you have arranged with your merchant to pay for your purchases via periodic payments, you must notify the merchant if your card number or expiration date has changed or your Card or account is closed.
- Withdraw cash from your primary checking account while making a purchase of goods or services if permitted by the merchant.
- Obtain a teller cash withdrawal. Withdrawals are subtracted from your primary checking account.

(b) **Payments, Credits and Transfers.** You can send or receive electronic transfers from or to your accounts. We may do this by ACH (as a member of a national or local automated clearinghouse association) or other similar networks. Electronic transfers may take various forms such as:

- Automatic electronic deposits to your account, such as payroll or benefits payments;
 - Automatic one-time or repeating charges to your account for bill payments, sent by a merchant or other payee with your authorization. The merchant or payee may ask you for your bank number and account information from your check or a canceled check to create these orders;
 - An Electronic Check Conversion where you may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- (c) **Online Banking and Mobile Banking.** You may use online banking or Mobile Banking to view your account information, make deposits, transfer funds between your Mercantile accounts, transfer funds between your Mercantile accounts and accounts you own at other financial institutions, pay qualifying Mercantile loans or credit cards, make payments from your checking account to third parties, or conduct person to person payments. Enroll for these services on our website, www.mercbank.com. You must agree to the additional disclosures and specific terms for using the online banking services provided to you when you enroll. If your account is a MercStart Fresh Account, third party electronic transfer or payment services cannot be initiated through Mercantile Bank's online and mobile banking.
- (d) **Telephone Transfers.** You may access your account(s) by telephone at (800) 453-8700 using a touch tone phone, your account numbers, and your Personal Identification Number to receive account information, transfer funds between your Mercantile accounts, and make payments to qualifying Mercantile loans.
- (e) **Live ATM.** You may use our Live ATM Machine to receive account information, make deposits, make withdrawals, transfer funds between your Mercantile accounts, or make payments to Mercantile loans or credit cards. You may be required to provide identification such as a photo ID or verify information we have on file for you and/or your accounts to the Live ATM Banker in order to complete transactions at a Live ATM Machine.
- (f) **Overdraft Protection Transfers.** Transfers to and from your accounts for Overdraft Protection are also subject to these terms.

IMPORTANT INFORMATION AND AGREEMENTS ABOUT YOUR ATM OR DEBIT CARD

- (a) **Authorizations.** Most merchants ask us to authorize your purchase. We may authorize or refuse to authorize a transaction based on a different amount than the authorization request, because some merchants (such as "pay at the pump" for fuel) request authorization for an amount that is unrelated to the actual amount of the purchase.
- (b) **Holds.** When we give authorization to a merchant, we will reserve or place a hold on funds in your account, generally for 3 business days, to pay for your purchase. However, for some types of purchases we may place a hold for a longer period. There are times - for example, at restaurants or for gas purchases, car rentals or hotels - that merchants won't know the exact amount of your purchase when they request the authorization. If the authorization is more or less than your actual purchase amount, the hold may remain even after your purchase amount is paid from your account. The purchase amount will be paid from your account whenever the merchant sends it to us, even if that is after the hold has expired.
- (c) **Returning or Canceling your Card.** You must return the Card if we request that you do so. We may cancel your Card at any time without notice. You may cancel your Card by calling us. If you do, please destroy the Card.
- (d) **Our Right to Refuse Transactions.** We can refuse to authorize any transaction when your Card has been reported lost or stolen or when we reasonably believe there is potentially fraudulent, suspicious, or illegal activity on your account.
- (e) **Foreign Exchange Transactions.** The exchange rate applied to Card transactions that occur in a different currency will be either:

- A rate selected by the network that processes the transaction from the range of rates available in wholesale currency markets for the date it processes the transaction (this rate may be different than the rate the network receives); or
 - The government-mandated rate in effect for the date the network processes the transaction.
- This exchange rate may differ from the rate on the date you used your Card. VISA® will add an Exchange Rate Adjustment fee to the amount the network charged us for foreign currency transactions.
- (f) **Debit or Credit.** A merchant may ask you if your debit card purchase is "Debit or Credit." You have two choices. In both instances your purchase will be subtracted directly from your checking account.
- **If you choose debit:** Select "Debit" or "ATM," and you must enter your PIN.
 - **If you choose credit:** Select "Credit" and sign the receipt if required. For some small dollar purchases and when you pay at the gas pump, you may not need to provide a signature.
- (g) **ATM Safety and Safeguarding Your Account Information.**
- Be safe at ATMs -** Your safety is our chief concern. We advise you to always use common sense and be aware of your surroundings before, during and after any ATM use.
- Keep your debit or ATM Card PIN confidential -** Never give your PIN to anyone, don't write it down anywhere, and avoid carrying it with you. In addition, to keep your Card information safe, you should do the following:
- Change your PIN from time to time and choose a PIN that others can't easily figure out. For example, don't use your birthday or telephone number.
 - To change your PIN (or if you forget your PIN), visit any branch or call us at 1-800-992-3808.
 - A Mercantile employee will never ask you for your PIN or the numbers on the back of your Card.
- Report a lost or stolen Card immediately -** You must notify us immediately if your Card is lost or stolen, or if you discover any other error.
- Protect your Card as you would a credit card or cash.**

LIMITATIONS ON TRANSFERS, AMOUNTS, AND FREQUENCY OF TRANSACTIONS

ATM withdrawals and Card purchases are allowed even if your available balance is higher than the daily dollar limit. However, we may allow transactions that exceed your limit. We may change your limits, and will notify you if we do so. If you don't know your limits or would like to change these limits, please call us. Your Card limits are as follows:

- Cash withdrawals from a checking or savings account - you may withdraw no more than 4 (four) times per day
- Mercantile Bank Debit Card - \$1005 (ATM), \$4,000 (Debit-PIN), \$4,000 (Credit-Signature), \$5,000 (Money Transfer)
- MercStart Debit Card (for MercStart and MercStart Fresh Accounts) - \$505 (ATM), \$1,000 (Debit-PIN), \$1,000 (Credit-Signature), \$5,000 (Money Transfer)
- HSA Debit Card - \$1,005 (ATM), \$4,000.00 (Debit-PIN), \$4,000 (Credit-Signature), \$5,000 (Money Transfer)
- ATM Card - \$505.00 (ATM), \$1,000.00 (Debit-PIN), \$5,000.00 (Money Transfer)

To protect your accounts, there are daily limits for various electronic transfer services. Limits for payments generated through a third party within Online and Mobile Banking will be set by the third party. Online Banking and Mobile Banking limits are stated within the Online Banking Service Agreement. We may change your limits, and will notify you if we do so. If you don't

call us. If we suspect fraud on your account, we may temporarily lower your limits without notice.

Card access to your account will be suspended if we consider your account to be inactive or dormant, and may be suspended if we suspect that your Card may have fraudulent activity or for any other reason where we believe there is a risk to you or us. We do not require you to maintain a minimum balance in any account as a condition of using an access device (card or PIN). You must however have sufficient funds in your account to cover your transaction amount.

You have the option to limit the amount of cash that can be withdrawn by your ATM and/or debit card to \$50 per day or some other amount acceptable to us. You may also limit access through an electronic terminal to one or more accounts.

RECEIPTS AND STATEMENTS

You will receive or have the option to receive a receipt at ATMs and merchant locations each time you make a transaction, except for certain small dollar transactions.

You will receive monthly statements if you have an electronic funds transfer in that month. If you do not, you will receive at least quarterly statements.

If you have arranged to have direct deposits to your account at least once every 60 days from the same person or company, you can use online banking or an ATM, or call us at the telephone number at the end of this disclosure to find out whether or not the deposit has been made.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS

Call or write us at the telephone number or address at the end of this disclosure if you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt.

We must hear from you NO LATER than 60 days after we sent you the FIRST statement on which the error appeared. Please provide us with the following:

- Your name and account number;
- A description of the error or the transfer you are unsure about, or an explanation why you believe it is an error or want more information.
- The dollar amount of the suspected error

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. However, if we need more time, we may take up to 45 days to investigate your complaint or question. If we do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If your account was opened less than 30 days prior to the date of the suspected error, the 10-business day period is extended to 20 business days. If your account was opened less than 30 days prior to the date of the suspected error or the transaction occurred at a point-of-sale location or outside the U.S., the 45-day period is extended to 90 days.

If you do call us, we may require that you send us your complaint or question in writing within 10 business days. If we do so and do not receive it within 10 business days, we may not credit your account.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

If we do not complete a transaction from your account on time or in the correct amount, we will be liable for your losses or damages. But there are exceptions. For example, we will not be responsible if:

- Due to no fault of ours your account does not have sufficient funds to make the transaction;
- If the transfer would go over the credit limit on your overdraft line;
- The ATM where you are making a withdrawal does not have enough cash;
- The ATM was not working properly and you knew about the breakdown when you started the transaction;

- Circumstances beyond our control (such as fire or flood) prevent the transaction and we took reasonable precautions;
- For preauthorized credits, third party data was not received, is incomplete or erroneous or if the recipient is deceased;
- We consider your account to be inactive or dormant.

STOP PAYMENT FOR PREAUTHORIZED (REPEATING) TRANSFERS

If you have arranged, in advance, to make repeating payments out of your account, you can stop any of those payments.

- To place a stop payment request, you must give us an oral or written stop payment order using the phone number or address listed at the end of this disclosure, or in person at a branch, or by making an electronic stop payment order through online banking. We must receive your request three or more business days before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. (Note: If the preauthorized transfer was scheduled through our online banking services, see your Online Service Agreement or call Online Support at the telephone number listed at the end of this disclosure for information on stopping payments that are pending or in process). We will provide you a 14 calendar-day notice if written confirmation is required.
- You must give us the exact account number and the exact amount of the payment so we can identify the item. You also must notify the payee that you have withdrawn your authorization for the repeating electronic payments.
- We will send a confirmation notice of stop payment within 10 business days of receiving the stop payment order. If the information contained on the confirmation notice is not correct, contact us immediately to amend or revoke the stop payment order. Your stop payment order is effective until it is withdrawn by an account owner.
- A Stop Payment fee will apply.

If these regular payments vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

RECORDING OF INFORMATION AND DISCLOSURE TO THIRD PARTIES

We may disclose information about your accounts or the transfers you made to third parties:

- As necessary for completing transactions;
- In order to verify the existence and condition of your account for a third party such as, for example, a credit bureau, a merchant or another financial institution;
- Where required by a federal, state, or local law or regulation to do so;
- In response to a subpoena or are ordered by a court to do so;
- In the investigation or prosecution of alleged fraudulent activity concerning your accounts;
- If you give us permission;
- As may be otherwise authorized in other agreements with us and as set forth in our Privacy Notice.

SERVICES NOT COVERED BY THIS PART; SEPARATE AGREEMENTS

EFT services described in this disclosure do not include wire transfers or other transactions that are not covered by Federal Reserve Board Regulation E.

FEES

Fees for all EFT services are disclosed in our Service Charge Disclosure and product information.

CONSUMER LIABILITY

You will not be liable for an unauthorized use of your account through an electronic funds transfer unless we can prove that your negligence substantially contributed to the unauthorized use and that we exercised reasonable care to prevent the loss.

Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days after you learn of the loss or theft of your card or PIN, you can lose no more than \$50.00 if someone used your Card or PIN without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped the unauthorized transactions if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, including those made by Card, PIN or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have prevented the transactions if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Special Provisions for Card Transactions (VISA® Zero Liability protection): If your Card is lost or stolen, or your Card Number is used without your authorization, if you notify us promptly, you are not liable for any unauthorized transactions, including transactions made at merchants, over the telephone, at ATMs or on the Internet.

REGULATORY AUTHORITY

If you believe that any provision of the Michigan Electronic Funds Transfer Act has been violated you should notify:

Department of Insurance and Financial Services
Box 30220, Lansing, MI 48909

Federal Deposit Insurance Corporation (FDIC)
2345 Grand Blvd., Ste. 100, Kansas City, MO 64108

CONTACT IN EVENT OF UNAUTHORIZED TRANSFER

If you believe your Card or PIN has been lost or stolen, call or write us at:

Mercantile Bank
310 Leonard St. NW
Grand Rapids, MI 49504
1-800-453-8700



FACTS

WHAT DOES MERCANTILE BANK DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ■ Social Security number and income ■ Account balance and payment history ■ Credit history and credit scores <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer's personal information; the reasons Mercantile Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Mercantile Bank share?	Can you limit this sharing?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes—to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes—information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call toll-free 800.453.8700
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Who we are

Who is providing this notice?

Mercantile Bank Corporation and its affiliates

What we do

How does Mercantile Bank protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Mercantile Bank collect my personal information?

We collect your personal information, for example, when you

- open an account or deposit money
- apply for a loan or pay your bills
- use your debit card or credit card

We also collect your personal information from others, such as credit bureaus, affiliates, and other companies

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies with the Mercantile name; companies such as Mercantile Bank and Mercantile Insurance Center Inc.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Mercantile Bank does not share information with nonaffiliates so they can market to you.*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include securities brokers and insurance agencies.*

Other important information