

This Electronic Fund Transfer disclosure does not apply to any accounts other than consumer accounts, as defined by Regulation E.

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Preauthorized credits. You may make arrangements to certain direct deposits to be accepted into your checking or savings account(s).

Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking or savings account(s).

We (Monroe Bank & Trust) allow electronic check transactions to post to your (the consumers) checking account.

ATM Transfers - types of transfers, dollar limitations, and charges: You may access your account(s) by ATM using your MasterMoney™ card and personal identification number or ATM card and personal identification number, to:

- make deposits to checking account(s) or savings account(s)
 - there is a charge of \$2.00 per deposit at ATMs we do not own or operate
- get cash withdrawals from checking account(s) or savings account(s)
 - you may withdraw no more than \$300.00 per day
 - there is a charge of \$2.00 per withdrawal at ATMs we do not own or operate
- transfer funds from savings to checking or checking to savings account(s)
 - there is a charge of \$2.00 per transfer at ATMs we do not own or operate
- make payments from checking account(s)
- get information about the account balance of your checking or savings accounts
 - there is a charge of \$2.00 per inquiry at ATMs we do not own or operate

**Some of these services may not be available at all terminals.

Telephone Banking – You may access your accounts by using a touch-tone phone, a separate personal identification number (PIN) and your account number in our PhoneLink system. You may get account information, transfer funds between accounts, receive a faxed copy of current deposit information and change your PIN.

Online Banking – You may access your accounts by computer at www.mbandt.com by using your Access Identification Code (Access ID) and passcode. You may get account information, transfer funds between accounts and make payments from your accounts to pay bills.

Mobile Banking: You may access your accounts via text, browser or smartphone application (when available) through enrollment via eLink. You may get account information and transfer funds between accounts. Your mobile banking account will be deactivated after 60 days of inactivity and you will need to reenroll to continue use.

Electronic check conversion - 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: (i) Pay for purchases; or, (ii) Pay bills.

Deposit Restriction - The Opportunity Checking will not have access to the ATM deposit option.

Types of MasterMoney™ Card Point-of-Sale Transactions - You may access your checking account(s) to purchase goods (in person or by phone), pay for services (in person or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that you can do with a credit card (that a participating merchant will accept with a credit card).

Point-of-Sale Transactions - dollar limitations

- Using your card you may not exceed \$304.00 in transactions per day (off-line)

Types of ATM Card Point-of-Sale Transactions - You may access your checking account(s) to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution.

ATM Card Point-of-Sale Transactions - dollar limitations

- Using your card you may not exceed \$304.00 in transactions per day (off-line)

Minimum account balance –

- We do not require you to maintain a minimum balance in any account as a condition of using an access device (card or code) to accomplish a transfer.

FEEES

- a 2% International Processing Fee on out of country ATM/MasterMoney transactions
- When you use an ATM not owned and operated by Monroe Bank & Trust, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.
- ATM/MasterMoney™ Card replacement \$10.00 for business or \$5.00 for personal
- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.
- A fee of \$7.00 per month will be assessed to Bill Payment users after 60 days of inactivity.

* Except as indicated elsewhere, we do not charge for these electronic fund transfers.

DOCUMENTATION

Terminal transfers. You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals. You may not get a receipt if the amount of the transaction is \$15.00 or less

Preauthorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit may tell you every time they send us the money. You can call us at (734)241-3431 or 1-800-321-0032 to find out whether or not the deposit has been made. If the only possible transfers to or from your account are preauthorized deposits, you will get a quarterly statement from us.

Periodic statements. You will get a monthly statement from us for your Checking, Money Market, NOW, or SuperNow accounts. You will get a monthly account statement from us for your statement savings or passbook savings accounts, unless there are no electronic transfers in a particular month. In any case, you will get a statement at least quarterly.

PREAUTHORIZED PAYMENTS

Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 business days or more 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 your call.

* We will charge you \$32.00 for each stop-payment order you give.

Notice of varying amounts. If these regular payments may 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 instead 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.)

Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If you have an overdraft line and the transfer would go over the credit limit.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

We will disclose information to third parties about your account or transfers you make:

1. where it is necessary for completing transfers; or
2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. in order to comply with government agency or court orders; or
4. if you give us written permission.

REGULATORY AGENCY

If you believe that any provision of the Michigan Electronic Funds Transfer Act has been violated you should notify the Office of Financial and Insurance Regulation, PO Box 30220, Lansing, MI 48909 or FDIC, Consumer Response Center, 2345 Grand Boulevard, Suite 100, Kansas, Mo 64108.

UNAUTHORIZED TRANSFER

(a) **Consumer Liability.** (1) *Generally.* Tell us AT ONCE if you believe your card and/or personal identification number (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 2 business days after you learn of the loss or theft of your card and/or PIN, you can lose no more than \$50 if someone used your card and/or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or PIN, and we can prove we could have stopped someone from using your card and/or PIN without your permission 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 stopped someone from taking the money 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.

(2) **Additional Limits on Liability for MasterMoney™ Card.** when used for point-of-sale transactions. You will not be liable for any unauthorized transactions using your MasterMoney™ Card, when used for point-of-sale transactions; if: (i) you report the loss or theft of your card within 24 hours of when you discover the loss or theft, (ii) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, (iii) you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, and (iv) your account is in good standing. If any of these conditions are not met, your liability is the lesser of \$50.00 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. "Unauthorized use" means the use of your debit card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit.

(b) **Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this brochure.

ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- 1) Tell us your name and account number (if any).
- 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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 we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before the account is opened.

We will tell you the results within three 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.

MONROE BANK & TRUST
DEPOSIT OPERATIONS
102 EAST FRONT STREET
MONROE, MICHIGAN 48161

Business Days: Monday through Friday Excluding: Federal Holidays
Phone: (734)-241-3431 or 1-800-321-0032

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

NOTICE TO OUR BUSINESS DEBIT CARDHOLDERS

As noted above, the Electronic Funds Transfer Act (Reg. E) only applies to consumer accounts. While some information in this disclosure, such as daily limits, may apply to our business cardholders, please note that transactions conducted with your business debit card are not subject to Reg. E's consumer protections. Where the Bank has exercised reasonable care, the business customer will be responsible for any unauthorized use of a card to which the customer's negligence substantially contributed. The customer needs to report immediately, any lost, stolen, or unauthorized use of any of its cards or PINs. The customer is responsible for any transactions conducted by its authorized cardholders. It is the customer's responsibility to notify the bank immediately if the customer wishes to terminate the use of any assigned cards.

NOTICE TO BUSINESS ACCOUNT HOLDERS: REGULATION GG UNLAWFUL INTERNET GAMBLING: In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, this notification is to inform you that restricted transactions are prohibited from being processed through your account or relationship with our institution. Restricted transactions are transactions in which a person accepts credit, funds, instruments, or other proceeds from another person in connections with unlawful internet gambling.

WHOLESALE CREDITS WITH STANDARD ENTRY CODES CCD AND CTX

Provisional Payment Disclosure. Credit given by MBT to the accountholder [you] with respect to an automated clearing house credit entry is provisional until MBT receives final settlement for such entry through a Federal Reserve Bank. If MBT does not receive such final settlement, you are hereby notified and agree that MBT is entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

Notice Disclosure. Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, MBT is not required to give next day notice to you of receipt of an ACH item and MBT will not do so. However, MBT will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Choice of Law Disclosure. MBT may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New York as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

Interest Checking Transaction Account and Non Interest Checking Transaction Account Holders

This Transaction Checking Account consists of a checking sub account and a savings sub account. 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 saving sub account will be governed by the rules governing our other savings accounts. This process will not affect your available balance, the interest you may earn, FDIC insurance protection, or your monthly statement.

PHISHING SCAM: MBT does not solicit account information over the Internet, or by E-Mail. Unsolicited requests asking for your information is part of a fraudulent scheme know as "Phishing" and is designed to steal your money and identity. **DO NOT RESPOND TO THESE REQUESTS.** You may report "Phishing" to MBT at www.mbandt.com or telephone the MBT Customer Service Center at 734-241-3431.

FUNDS AVAILABILITY DISCLOSURE

This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be covered under this policy.

Our policy is to make funds from cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturday, Sunday, and Federal Holidays. If you make a deposit before the closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make your deposit after the closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 7:00P.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 an ATM after 7:00 P.M. or on a day that we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a transfer through ELINK™ or PHONELINK™ before 7:00P.M. on a business day that we are open, we will consider that day to be the day of your transfer. However, if you make a transfer through ELINK™ or PHONELINK™ after 7:00P.M. or on a day that we are not open, we will consider that the transfer was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, 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 for deposit a check that is drawn on another bank, 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.

LONGER DELAYS MAY APPLY

Case-by-case delays. In some cases, we will not make all 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 available until the second business day after the day of your deposit. The first \$200 of your deposit, however, may be available on the first business day.

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 notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Safeguard exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- 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 after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new account customer and your account has been open 30 days or less, we may further limit your ability to withdraw funds deposited by check.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfer, and the first \$5,000.00 of a day's total deposits of cashier, certified, teller money orders, travelers, and state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury checks) is not made in person to one of our employees, the first \$5,000.00 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the tenth business day after the day of your deposit.

DEPOSITS AT AUTOMATED TELLER MACHINES

Deposits made at an ATM that we do not own or operate may not be available until the fifth business day after the day of your deposit. All ATMs that we own or operate are identified as our machines.

Rev (11/2011)