

West Michigan Community Bank User Agreement

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

(i) General. Access to our mobile banking service via your mobile device is powered by the mobile technology solution owned by Provider. The Provider is not the provider of any of the financial services available to you through the mobile banking service, and the Provider is not responsible for any of the materials, information, products or services made available to you through the mobile banking service. (ii) Source of Information. The mobile banking service, at your direction, will retrieve your information maintained online by financial institutions and billers with which you have customer relationships, maintain accounts or engage in financial transactions and other log-in related information ("Account Information"). Provider does not review, verify or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes and reports available Account Information to you. Technical difficulties may result in a failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information is timely only to the extent that it is promptly provided by the third-party sites. Account Information may be more complete or up to date when obtained directly from the third-party sites. (iii) Your Responsibility for Information. You are responsible for providing Provider with accurate and updated (as necessary) account numbers, user names, passwords and other log-in related information ("Registration Information") so that the mobile banking service is able to access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately. (iv) Rights You Grant to Provider. By submitting data, passwords, user names, PINs, log-in information, materials and other Registration Information to Provider through the mobile banking service, you are voluntarily supplying that content to Provider for the purpose of providing the mobile banking service to you. By submitting such information to Provider, you represent that you are entitled to submit it to Provider for use for this purpose, without any obligation by Provider to pay any fees. By using the service, you expressly authorize Provider to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the service, you will be directly connected to the website for the third party you have identified. Provider will submit information including user names and passwords that you provide to log you into the site. You hereby authorize and permit Provider to use and store the information submitted by you (such as account passwords and user names) to accomplish the foregoing and to configure the mobile banking service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when Provider is accessing and retrieving Account Information from the third-party sites, Provider is acting on your behalf and not on behalf of the third party. You acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using the service you are assuming those risks. (v) Consent to Use of Data. You agree that Provider may collect and use technical data and related information, including but not limited to technical information about your mobile device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the mobile banking service. Provider may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies. (vi) Disclaimer of Warranty. THE MOBILE BANKING SERVICE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE MOBILE BANKING SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE MOBILE BANKING SERVICE WILL BE UNINTERRUPTED. YOUR USE OF THE MOBILE BANKING SERVICE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. (vii) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE MOBILE BANKING SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, PROVIDER'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE MOBILE BANKING SERVICE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS

DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. (viii) Miscellaneous. This End User Agreement constitutes the entire agreement between you and Provider concerning the subject matter hereof. This End User Agreement will be governed by and construed in accordance with the laws of the state of Iowa, excluding that body of laws pertaining to conflict of laws. If any provision of that portion of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this End User Agreement are subject to the exclusive jurisdiction of the courts of Iowa and you expressly consent to jurisdiction and venue thereof and therein. This End User Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded. To assist Provider in maintaining and improving this application, Provider uses Google Analytics to gather information about usage of the application. For example, it tracks how many visitors the application has, which screens they spend time on, what kinds of operating systems and mobile devices they use, and how they found the application. Google Analytics does not track, collect or upload any data that personally identifies an individual (such as a name, email address, account number or billing information), or other data which can be reasonably linked to such information. The information helps Provider improve the performance of this application for you. For more information on Google's use of the data, please see the website "How Google uses data when you use our partners' sites or apps" located at <http://www.google.com/policies/privacy/partners/>. In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following: Telephone us at 800-664-1778 during normal business hours; or write us at West Michigan Community Bank, Attn. Electronic Banking, 5367 School Ave., Hudsonville, MI 49426-0370. If you think your statement is incorrect or you need more information about a transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must: 1) Tell us your name and account number; 2) Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and 3) Tell us the dollar amount of the suspected error. If you tell us verbally, we may require that you send your complaint in writing within ten (10) business days after your verbal notification. We will tell you the results of our investigation within ten (10) business days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Designated Transaction Account within ten (10) business days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Designated Transaction Account. We will tell you the results within three (3) business days after completion of our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of documents used in our investigation.