

VanDyk Mortgage Corporation CONSUMER ONLINE BANKING SERVICES AGREEMENT

This Consumer Online Banking Services Agreement (“Agreement”) contains important information regarding your rights and obligations as a user of VanDyk Mortgage Corporation’s Consumer Online Banking Services, including any External Electronic Funds Transfers (the “Services”). It also describes the rights and obligations of VanDyk Mortgage Corporation. This Agreement is supplemental to any Terms and Conditions provided to you or made available to you via VanDyk Mortgage’s Website which applies to your accounts. This Agreement shall govern matters exclusively applicable to the Services and the all other agreements shall govern all other terms applicable to your loan generally.

DISCLOSURE REQUIRED BY FEDERAL LAW

Please read this important information before proceeding. Under federal law, you must consent to entering into and receiving the related legal disclosures and agreements electronically before we can provide them to you in this manner. Your consent will only apply to the online banking services you have requested, and will not apply to any other products and services you obtain from VanDyk Mortgage Corporation, unless you have separately consented to electronic delivery of such information. If you later withdraw your consent for electronic delivery, such withdrawal will not void or alter any transactions you have already agreed to electronically.

If you do not want to receive the legal disclosures, agreements, and instructions electronically, you should exit this area of our web site. If you do not consent to receiving an electronic copy of the legal disclosures, agreements and instructions pertaining to online banking, we cannot proceed with your online banking registration at this time. Instead, please visit any of our branch offices to speak with a loan originator. If you consent to receive the disclosures, agreements and instructions electronically, you can also request a paper copy of the related legal disclosures, agreements and instructions by contacting our Grand Rapids Corporate Office at 616-940-3000. We will not charge you any fees for providing a paper copy of the disclosures, agreements and instructions to you, although we may charge you a reasonable fee if you request multiple paper copies.

System Requirements: To utilize VanDyk Mortgage Corporation’s Online Banking Services, you will need:

- A personal computer or other access device, which is capable of accessing the Internet (e.g., you must have a modem and available phone line, a cable Internet connection or some other means of access to the Internet, and you must have an active account with an Internet service provider). Your access to this page verifies that your system meets these requirements.
- An Internet web browser which meets current minimum system requirements. Your access to this page verifies that your browser and encryption software meet these requirements.

If the system requirements change and such changes pose a material risk that you will be unable to access your information electronically, we will notify you of the changes and provide information on what is required to continue accessing the Services or how to cancel them.

By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement and all agreements you are required to accept to use specific services within Online Banking. We may also introduce new services for Online Banking from time to time. By using any new service, you agree to be bound by the rules that we disclose to you concerning the service. Please read this Agreement carefully and keep a copy for your records.

Modifications to This Agreement

VanDyk Mortgage Corporation may modify the terms and conditions applicable to the Online Banking Services from time to time. We will notify you of any changes by delivering a notice of the modifications to you electronically or by sending you an electronic mail message (email). The revised terms and conditions will be effective as of the date indicated in such notice. We may not give you prior notice when an immediate change is necessary to maintain or restore the security of our system. We reserve the right to terminate this Agreement and your use of the Services, in whole or in part, at any time.

Other Agreements

In addition to this Agreement you agree to comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Service after we provide you with the agreements or disclosures is your acknowledgment that you have received these agreements and will be bound by them. You should also review all other disclosures you received when you opened your accounts with VanDyk Mortgage Corporation, including the disclosed fees that may be imposed on your loan(s).

Definitions

The following definitions apply in this Agreement:

“Services” refers to the Consumer Online Banking service, and other services available within online banking, including External Electronic Funds Transfers.

“Consumer Electronic Banking” or “Consumer Online Banking” is the Internet-based service providing access to your VanDyk Mortgage loan account(s).

“Consumer” applies to personal and sole proprietorship businesses.

“Online Account” means any accounts you access through Consumer Online Banking at VanDyk Mortgage Corporation.

“Password” is the code you create that establishes your connection to the Services.

“We”, “us”, “our”, and “Lender” refer to VanDyk Mortgage Corporation, which offers the Services.

“You” and “your” refer to each account holder.

“Business Day” refers to Monday through Friday, excluding federal banking holidays.

“Time of day” references are to Pacific Time or Pacific Daylight Time, as applicable.

ACCESS TO SERVICES

You can gain access to your Online Accounts through the use of your Internet-enabled device, your internet service provider, and applicable ID’s and passwords. You are responsible for obtaining, installing, maintaining, and operating all equipment used for any one or all of the Services. VanDyk Mortgage Corporation will not be responsible for any inability to access or delay in accessing, or failure of the Services caused in any way or in any degree by your computer or other access device, your internet service provider, or your failure to obtain and maintain all equipment and services necessary to access the Services.

Hours of Operation

You may access the Services 24 hours a day, seven days a week, except during maintenance periods or emergency service interruptions. For transaction purposes, VanDyk Mortgage Corporation's business days are Monday through Friday, excluding federal holidays. For online banking transactions and stop payment requests approved and submitted after 6:00 p.m. Eastern Time, bill payments scheduled after 6:00 p.m. Eastern Time, and external funds transfer requests received after 6:00 p.m. Eastern Time on Business Days, or any of the above requests received on Saturdays, Sundays, or federal holidays that VanDyk Mortgage Corporation chooses to remain closed, will be processed on the next Business Day, unless otherwise stated within the specific written agreements (if any) related to a particular Service. Transfers between accounts at VanDyk Mortgage Corporation that you initiate electronically are reflected immediately in your account balance and detail once the transaction is confirmed.

Electronic Mail

You agree that VanDyk Mortgage Corporation may respond to you by electronic mail (email) with regard to any matter related to the Services, including responding to any claim of unauthorized electronic funds transfer that you make. Any email sent to you by VanDyk Mortgage Corporation will be considered received by you on the date it was sent, regardless of whether or not you sign on to Online Banking within that time frame. You agree that It is your responsibility to update your email address within the Services and that the Bank will have no liability if you do not receive email notification(s) that we send you because we do not have your correct address. If you send an email message to VanDyk Mortgage Corporation, we will consider it received on the date we actually receive it. You agree that the Lender will have a reasonable amount of time to act on your email message.

You may not use email to initiate transactions on your account(s). You also should not rely on email if you need to communicate with us immediately (for example: to report an unauthorized transaction from one of your accounts or to stop a payment that is scheduled to occur). Instead, please contact us immediately by calling our Corporate Office at 616-940-3000 or by visiting one of our branches. Sending unencrypted email over the Internet is not a secure method for transmitting personal, financial or account information. In order to protect the integrity of your information, please do not submit sensitive information to us via email. For example, do not send us your account number, password or PINs, or tax identification number (SSN) in an email. If your question involves personal information related to VanDyk Mortgage's banking services, please visit your local branch, contact our Corporate Office at 616-940-3000 or visit vandykmortgage.com and click on Contact Us to send us an email using our Contact Us secure email form.

User ID and Password

Upon enrollment in Online Banking, the system will prompt you to create your User ID and password. Subject to any limits required by applicable law, you agree to assume responsibility for all transactions initiated with your user ID and Password, even if you did not personally complete or authorize the transactions. You also agree to change your password from time to time, if required by VanDyk Mortgage Corporation. Because of this, you should treat your password with the same confidentiality as your ATM PIN and other personal financial information. You agree not to allow anyone to gain access to your Online Banking account(s), or to let anyone know your Password used with these Services. You agree to notify us immediately if you believe that your user ID or Password have been stolen or accessed by someone other than yourself.

By using the Service, you agree to maintain current antivirus and firewall software on your computer and to promptly install the latest security patches provided by your computer manufacturer, operating system and key applications. If we make additional security services and features available to you, you agree that you will utilize these services and features and that by not using such security services and features you are not exercising reasonable care. If you decline to utilize these services and features, we reserve the right to limit your access to the Service. In addition, you understand and agree that, to the extent permitted by applicable law, you will be solely responsible for any losses which could have been prevented had you used the additional security services and features.

ONLINE BANKING SERVICES AVAILABLE

The Service allows you to view your account information and to transfer funds between your accounts at other financial institutions and VanDyk Mortgage Corporation, as applicable. You may also view account statements.

IMPORTANT: VanDyk Mortgage Corporation is responsible for exercising ordinary care in processing payments upon your authorization in accordance with this Agreement, and we reserve the right to decline to process any payment for any reason. **IF THERE ARE NOT SUFFICIENT FUNDS IN YOUR EXTERNAL FINANCIAL INSTITUTION BANK ACCOUNT AS OF THE REQUESTED PAYMENT DATE, VANDYK MORTGAGE CORPORATION WILL NOT BE RESPONSIBLE IN ANY WAY FOR DAMAGES OR COSTS YOU MIGHT INCUR IF YOU DO NOT HAVE SUFFICIENT FUNDS AVAILABLE FOR THE PAYMENTS TO BE MADE.** VanDyk Mortgage Corporation will not be liable in any way for damages you incur if you do not have sufficient funds in your external financial institution bank account to make the payment on the requested date. Further, Lender will not be responsible for delays in mail delivery; for changes to the payee's address or account number (unless you have advised us of the change sufficiently in advance); for the failure of any payee to account correctly or credit the payment in a timely manner; or for any other circumstances beyond VanDyk Mortgage Corporation's reasonable control. Funds must be available in your financial institution bank account on the date the payment request is made.

Canceling or Changing a Scheduled Bill Payment

The best way to cancel or change a scheduled loan payment is to use the online banking service. Payments must be changed or canceled electronically prior to 6:00 p.m. Eastern Time on the Business Day the transaction is scheduled to be initiated in order to guarantee the payment is canceled in time.

There is no charge for payments that you cancel electronically.

If needed, you may also cancel a loan payment up to three (3) Business Days before the payment is scheduled to be made by calling, visiting, or writing VanDyk Mortgage Corporation's Servicing Center to request a stop payment be placed on the item. If you call, we may also require you to confirm your stop payment order in writing within 14 days after you call.

External Financial Institution Funds Transfer Service

The **External Financial Institution Funds Transfer Service** or the "**Service**") is an optional service within VanDyk Mortgage Corporation's Consumer Online Banking Services that permits you to transfer funds between your Accounts at VanDyk Mortgage Corporation and your eligible accounts at another financial institution ("**Eligible Accounts**"), assuming that the transfer is permitted by your other financial institution and by law. You may only transfer funds between accounts where you are an owner of both accounts and the terms and conditions of the accounts allow deposits and/or withdrawals of the type you are initiating.

You authorize us to verify the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to Accounts. Once VanDyk Mortgage Corporation has actual knowledge that you wish to cease using the Service and we have a reasonable opportunity to act on such knowledge, you will no longer be able to transfer funds online; provided, however, that any act done by VanDyk Mortgage Corporation in good faith before it has actual knowledge of termination by you or has had a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you.

You understand and agree that at all times your relationship with each Account provider is independent of VanDyk Mortgage Corporation and your use of the Service. VanDyk Mortgage Corporation will not be responsible for losses you suffer due to any act or omissions by any other financial institution.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE

WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS AND (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS.

Not all types of accounts are eligible to receive or originate funds transfers. Be sure to check with your financial institution for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. VanDyk Mortgage Corporation is not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the provider of your Eligible Accounts or those imposed by applicable law.

Authorization and Means of Transfers

You authorize us to select any means to execute your funds transfer instructions. You understand that your funds transfer requests are carried out by VanDyk Mortgage Corporation using the Automated Clearing House (ACH), in accordance with applicable ACH Rules. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems, such as the automated clearing house (ACH) as published by the National Automated Clearinghouse Association (NACHA). If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, you authorize us to collect from the Account to which the credit side of the funds transfer was sent. To effect this collection, you understand and authorize us to debit the credited Account or the debited Account in either the same dollar amount as the original funds transfer or a portion of the debit. There may be a fee associated with such collection imposed by the financial institution holding the Account.

In the event that a debit to any of your Accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited Account as set forth above, we reserve the right, and you hereby authorize us, to debit any of your other Accounts to the extent necessary to offset any resulting deficiency. We do not undertake to notify you in such event, other than by posting any such transfer or transfers to the applicable Account in accordance with this Agreement (see "**Documentation**," below). You understand that it is your responsibility to ensure that you have available funds in the debit account at the time you initiate a transfer from that account. You understand and agree that in the event we are unable to execute your funds transfer request utilizing the ACH, we may utilize other established payment mechanisms in order to complete your funds transfer instructions, such as wire transfer or check.

Rejection of Transfers

We reserve the right to decline to affect any funds transfer, to submit funds transfer instructions or orders or to carry out change or cancellation requests.

Discontinuation, Suspension and Reinstatement of Funds Transfer Service

We may modify or discontinue the Service or your account with us, with or without notice, without liability to you, any other user or any third party. We reserve the right, subject to applicable law, to terminate your account and your right to use the Service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the Terms or the rights of VanDyk Mortgage Corporation and/or our service provider, or if you provide us with false or misleading information or interfere with other users or the administration of the Services.

In the event that we at any time incur a problem with your use of the Service, including without limitation a fail in attempting to debit any of your accounts or to collect with respect to any of your funds transfers as described above, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect itself from loss. We reserve the right in its sole discretion to grant or deny reinstatement of your use of the Service.

Documentation

You may access a statement of all funds transfers effected or pending at any time by reviewing the Activity from within the Services.

No Unlawful or Prohibited Use

As a condition of using the Service, you warrant to us that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

Errors or Questions about Electronic Transfers

Telephone or write to us immediately at the phone number or address shown on the last page of this Agreement, if you think your statement is incorrect, or if you need more information about a transfer shown on the. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

Notification should include the following:

- Your name and account number;
- A description of the error or the transfer you are unsure about, and a clear explanation as to why you believe it is an error, or why you need more information; and
- The dollar amount of the suspected error and date on which it occurred. If you notify us verbally, we will require you to send us your complaint or question in writing within 10 business days to the Corporate Headquarters address shown on the last page of this agreement.

We will determine whether an error occurred within 10 business days after we hear from you (20 business days for new accounts*) and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days for new accounts*) for the amount you think is in error, so that you will have 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.

We will tell you the results of our investigation within three (3) business days after completing it. 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. If provisional credit was made and we decide no error was made, we will reverse the provisional credit and notify you.

LIMITATION OF LIABILITY

Our Liability for Failure to Make a Transfer

If we do not properly complete a bill payment, or internal or external transfer to or from your account on time, or in the correct amount according to our agreement with you (and your instructions to us, if applicable), we will only be liable for your losses or damages to the extent required by applicable statute or regulation. For example, we will not be liable to you if we fail to complete a transaction on your behalf due to the following:

1. If, through no fault of ours, you do not have enough collected funds in your account.
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure, actions or inactions of any third party service provider) make it not possible to complete the transaction or provide the Services, despite our reasonable precautions.
3. If there is a hold on your account, if access to your account is blocked, or if your account is subject to a levy, garnishment, encumbrance, or other legal process.

4. If you know or should have known that someone has accessed your accounts without your permission and you fail to notify us immediately.
5. If you have not followed the scheduling or other instructions included in this Agreement or that we have otherwise provided to you on how to make a transfer or complete a transaction.
6. If we have received incomplete or inaccurate information from you or a third party involving the account, transaction, or recipient.
7. If we have a reasonable basis for believing that unauthorized use of your password or account has occurred, or may be occurring, or if you default under this Agreement, or any other agreement with us, or if we or you terminate this Agreement.
8. There may be other exceptions stated in this Agreement, in other agreements with you, or based on the facts and circumstances of the failure.

Liability for Unauthorized Transactions

You agree that, except as expressly set forth in this Agreement or as required by applicable law or regulation, we will not be liable for any unauthorized transactions initiated or processed by someone using your User ID or Password. Please refer to the instructions/rules in this Agreement for notifying us if you suspect or have knowledge of unauthorized activity or transactions involving your accounts or the Services.

Disclaimer and Limitation of Liability

EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT OR IN APPLICABLE STATUTE OR REGULATION, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY VANDYK MORTGAGE CORPORATION OR ITS EMPLOYEES WILL CREATE ANY WARRANTY. CUSTOMER ASSUMES RESPONSIBILITY FOR USE OF THE SERVICES AND THE INTERNET AND ACCESSES THE SAME AT ITS OWN RISK. VANDYK MORTGAGE CORPORATION WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES RELATING TO THE SERVICES OR THIS AGREEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW OR REGULATION, FOR ANY DAMAGES NOT LIMITED BY THE PRECEDING SENTENCE, YOUR EXCLUSIVE REMEDIES WILL BE LIMITED TO THOSE PROVIDED EXPRESSLY IN APPLICABLE STATUTE OR REGULATION AND ANY LATE FEES IMPOSED ON YOU BY A THIRD PARTY, BUT ONLY TO THE EXTENT THAT SUCH LATE FEE IS IMPOSED SOLELY DUE TO OUR FAILURE TO COMPLETE THE TRANSACTION.

We will assist you with reasonable efforts in taking appropriate corrective action to re-process the transactions that may not have been completed, or to correct incorrect transactions that have been processed.

OTHER RIGHTS AND TERMS

Inactivity and Termination

VanDyk Mortgage Corporation may terminate your Online Banking Services (including the Bill Payer and External Funds Transfer service) without notice to you if you do not comply with this Agreement or other agreements governing your accounts or if we have reason to believe that there has been unauthorized activity using the Services. Your Services may also be terminated without notice if your accounts are not maintained in good standing, or if you do not pay any applicable fees required by this and other agreements. We will provide you notice of termination within 10 Business Days after the termination. If you do not sign on to Lender's Online service to access your account for any consecutive three month period, we reserve the right to cancel your Service(s). We will promptly notify you by email before we cancel your use of the Service(s) for this reason, or for any other reason not mentioned in the previous paragraph.

Contacting VanDyk Mortgage Corporation

If you have questions about your account or about the Services provided, or regarding unauthorized transfers or errors, you may contact our servicing center at the address and phone number listed below. If you think there have been unauthorized transactions against your account, please refer to the Unauthorized Transfers and the Errors or Questions sections in this Agreement for specific information regarding your rights and responsibilities.

You may notify us by one of the following methods:

- Send an email to askus@vandykmortgage.com
- Call our Servicing Center at 888-482-6395 between 8 a.m. and 5 p.m. Eastern Time, excluding holidays.
- Write a letter and either send it to the following address or deliver it to an employee at any VanDyk Mortgage Corporation location:

VanDyk Mortgage Corporation
Servicing Center Center
2141 W. Bristol Rd
Flint, MI 48507

Indemnification

You agree to indemnify, defend and hold harmless VanDyk Mortgage Corporation, its affiliates, partners, officers, directors, employees, consultants, service providers and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney's fees) arising from your use of the Consumer Electronic Banking Services, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the Terms or your infringement, or infringement by any other user of your VanDyk Mortgage Corporation account, of any intellectual property or other right of any person or entity.

Governing Law

This Agreement is governed by the laws of the state where the branch servicing your account(s) is located, and by applicable federal law.