

Signature Bank, N.A.
 4607 W. Sylvania Ave.
 Toledo, Ohio 43623



(419) 841-7773 (Business)
 (866) 208-7773 (Toll Free)
 (419) 841-7723 (Fax)

Online Banking
Business Application

URL:
 www.signaturebankna.com

Please Type or Print

Business Name: _____

Other related entities are included in this application.

Business Address: _____

Federal Tax ID Number: _____

Phone Number: _____

Codeword: _____

(For verbal verification purposes)

Access:

	<u>Yes</u>	<u>No</u>	
The following are automatically accessible:	<input checked="" type="checkbox"/>		
Transfers, Downloads, Statement Inquiry, Stop Payment Inquiry & Additions, Transaction Inquiry, Prior Day Balance, Current Day Balance			If Yes, Please List Maximum Daily Transfer Amounts:
Bill Payment Capabilities:	<input type="checkbox"/>	<input type="checkbox"/>	
By checking "Yes" you will have the ability to auto enroll into our Bill Payment Service.			Disclosures and Fee Schedule for this service are provided during the Bill Payment auto enrollment process.
Loan Principal & Interest Payments	<input type="checkbox"/>	<input type="checkbox"/>	
Loan Advances	<input type="checkbox"/>	<input type="checkbox"/>	If Yes, complete Loan Advance table on next page.
ACH Capabilities: Display, Initiate, Upload	<input type="checkbox"/>	<input type="checkbox"/>	Requires Separate Agreement
Wire Capabilities: Input, Edit, Define, Transmit	<input type="checkbox"/>	<input type="checkbox"/>	Requires Separate Agreement
Positive Pay Capabilities:	<input type="checkbox"/>	<input type="checkbox"/>	Requires Separate Agreement
ACH Positive Pay Capabilities:	<input type="checkbox"/>	<input type="checkbox"/>	Requires Separate Agreement

Administration:

Please identify the company representative who will serve as your Online Banking Administrator.

<u>Name</u>	<u>Requested User ID</u>	<u>E-mail Address</u>	<u>Phone Number</u>
_____	_____	(Notification of your acceptance will be sent via e-mail to this address)	_____

Note: For security reasons, if you terminate or change your administrator, you must notify the bank immediately.

List below all accounts that your company would like to access via Online Banking. Also list a descriptive name for each account selected. **Signature Bank, N.A. will not pass account numbers over the Internet. The bank will identify the accounts using the descriptions selected.** Descriptions may have up to 20 characters including blanks. Do not repeat descriptions or use special characters such as apostrophes and dashes. (Examples of descriptions: checking, savings, payroll account, line of credit, etc...)

<u><i>Account Numbers</i></u>	<u><i>Account Descriptions</i></u>	<u><i>Wires?</i></u>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>

Attach additional sheets if necessary.

Loan Advance Table:

If loan advances have been requested, please specify below which loans you are requesting advance capabilities on and which deposit accounts may receive funds from each loan.

<u><i>From Loan Account</i></u>	<u><i>To Deposit Account(s)</i></u>
1. _____	1. _____
	2. _____
	3. _____
2. _____	1. _____
	2. _____
	3. _____
3. _____	1. _____
	2. _____
	3. _____

Attach additional sheets if necessary.

Please Read Before Signing

I (we) certify that the information provided is true and correct. I (we) authorize Signature Bank, N. A. to verify any information included in this application and allow me (us) access to all the accounts listed above. The use of *Signature Bank's Online Banking* shall be governed by the printed terms and conditions of *the Online Banking Agreement and Disclosure Statement* and such other terms and conditions or amendments thereto, as may be established by Signature Bank, N. A.

The undersigned agrees to the same terms stated on the above,

Authorized Signer: _____ <div style="text-align: center;">(Print)</div> _____ <div style="text-align: center;">(Signature)</div>	Date: _____
Authorized Signer: _____ <div style="text-align: center;">(Print)</div> _____ <div style="text-align: center;">(Signature)</div>	Date: _____

Form must be signed by an authorized signatory on all of the accounts listed above.

Certified Copy of Resolution:

I hereby certify that I am the Secretary/Asst. Secretary/Partner/Member of _____
(Please Circle One) (Name of Business)
and that the following resolution was adopted by the governing body of the Business at a meeting on _____
(Date)
at which meeting a quorum was present and acting throughout:

RESOLVED, that _____ / _____
(Name) (Title)
or _____ / _____
(Name) (Title)

of this company is authorized to execute applications and authorizations that would permit access to and functionality of all of the Corporations' accounts through the Bank's Online Banking product. The above named agents are authorized to appoint an Administrator who will be responsible for maintaining the Corporation's Online Banking settings and user security in accordance with the various online product agreements and disclosure schedules as the same may be in effect from time to time.

Dated this _____ day of _____ .

Attested by: _____ (Signature) _____ (Printed Name)

Secretary/Asst. Secretary/Partner/Member
(Please circle one)

PLEASE FAX THE COMPLETED FORM TO SIGNATURE BANK N.A. AT (419) 841-7723.

OR

Please deliver to:
Signature Bank, N.A.
Online Banking Department
4607 W. Sylvania Ave.
Toledo, Ohio 43623

P.O. Box 900
Toledo, Ohio 43697

Bank Use Only:

Date Rec'd: _____

CIF: _____ Internet ID # _____

CIF Print Screen: All One CIF? Y / N Worksheet Completed?:

Signatures Verified: <input type="checkbox"/>	Date: _____	By: _____	Verified: _____	Loan Approval _____
TIN Verified to CIF: <input type="checkbox"/>	_____	_____	_____	ACH Limit: _____ Approval _____
ACH Maint. Keyed: <input type="checkbox"/>	_____	_____	_____	Wire Limit: _____ Approval _____
ACH Billing Keyed: <input type="checkbox"/>	_____	_____	_____	Officer: _____
Keyed to Host: <input type="checkbox"/>	_____	_____	_____	
Administrator Keyed: <input type="checkbox"/>	_____	_____	_____	
Bank Overrides Keyed: <input type="checkbox"/>	_____	_____	_____	
Codeword Keyed to Host (IN): <input type="checkbox"/>	_____	_____	_____	
CIF User Field = Y: <input type="checkbox"/>	_____	_____	_____	
Key Administrator to CIF Msg: <input type="checkbox"/>	_____	_____	_____	
Client Contacted w/ ID & PIN: <input type="checkbox"/>	_____	_____	_____	
Training Material Sent <input type="checkbox"/>	_____	_____	_____	



**Online Banking Agreement
and Disclosure Statement
(Business or Nonprofit Organization)**

Please read this Online Banking Agreement carefully. By using any of our Online Banking Services you agree to the provisions of this Agreement.

1. Our Agreement.

This Online Banking Agreement and Disclosure Statement (the "Agreement") provides the terms and conditions governing the use of Online Banking, an Internet-based banking service offered by Signature Bank, N.A. By using any of the Online Banking services, you agree to abide by the terms and conditions of this Agreement as well as the terms, conditions, agreements, fee schedules, and disclosures applicable specifically to any such service provided on the Signature Bank, N.A. web site, within the Online Banking product or otherwise provided to you. "We", "us" and "our" refer to Signature Bank, N.A. "You" and "your" refer to you and to each other person or entity using Online Banking. You will only use the Online Banking services for business purposes. If you use or intend to use Online Banking Services for personal, family or household purposes, your agreement with us is governed by the Online Banking Agreement and Disclosure Statement (Consumer). Please read this Agreement carefully and keep a copy for your records.

2. Questions or Concerns.

If you have any questions regarding this Agreement or the Online Banking services we offer, you may contact us by phone at (419) 841-7773, or by mail at 4607 W. Sylvania Ave., Toledo, Ohio 43623.

3. Communicating with Signature Bank, N.A.

In all your electronic communications with Signature Bank, N.A., we request that you use an Internet browser that provides appropriate security for you and for us. (If you are unsure if your browser provides adequate security, please contact us for assistance.) If you do not use a browser meeting these appropriate security standards, Online Banking will not be available to you. These browsers may be downloaded without cost using the "Test Browser" option from the Online Banking Sign-On screen.

4. Enrolling and Using Online Banking.

To use Online Banking, you must have at least one account with Signature Bank, N.A., access to an Internet service, and an e-mail address. You may enroll either by mail or in person by completing the Online Banking Application Form. Once we have received and verified your account information, we will contact you by phone to confirm your enrollment, and provide you with instructions on how to log in.

Online Banking can be used to access only the Signature Bank, N.A. accounts that you have designated for use on your Application Form. You may request to add or delete any of your Signature Bank, N.A. accounts from this Agreement by contacting Signature Bank's Online Banking Department or your Client Services Representative. You realize that usage of Online Banking will not be governed by the signature requirements applicable to checks.

We are under no obligation to monitor transactions through Online Banking to determine that they are made on behalf of the account holder. Access to your accounts through Online Banking will be based upon the identification of users and authority levels specified by you in your Application Form or by changes made by authorized users with Online Banking Administrator privileges.

5. User ID and PIN; Your Responsibility Whenever the User ID and PIN are Used.

In all your electronic communications with us, you must log onto the Signature Bank, N.A. web site, and use your User ID and PIN to initiate a secure Online Banking session with us. Certain clients may also be required to use a Secure Token to access their online banking account(s) (see Additional Security: Secure Token section below). You may then use the communication tools provided by us.

When Signature Bank, N.A. first commences your Online Banking service, we will establish access for you using a temporary PIN. You will be required to change your PIN upon your first login. You agree that you will not under any circumstances disclose your PIN to anyone, including anyone claiming to represent Signature Bank, N.A.

We recommend that you create a PIN that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your PIN should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

Signature Bank, N.A. is entitled to act upon instructions we receive with respect to any Online Banking service under your User ID and PIN. You are liable for all transactions made or authorized with the use of your PIN (except as your liability may be limited by law). Signature Bank, N.A. has no responsibility for establishing the identity of any person who uses your PIN. You agree that if you give your PIN to anyone or fail to safeguard its secrecy, you do so at your own risk since anyone with your PIN will have access to your accounts. You agree that the use of the User ID and PIN constitutes a "commercially reasonable" security procedure for the verification of the authenticity and accuracy of transactions initiated through our Online Banking service. For your protection, you should memorize your PIN and not write it down. You will be required to change your PIN periodically. You also agree to participate in additional security features on the Signature Bank, N.A. Online Banking Website, such as registering and answering security questions and/or establishing a Watermark.

You agree to indemnify and release Signature Bank, N.A. from any and all liability, and agree not to make any claim against Signature Bank, N.A. or bring any action against Signature Bank, N.A., relating to its honoring or allowing any actions or transactions that were conducted under your PIN or acting upon messages or authorizations provided to us using your PIN.

You agree that we shall not be responsible for any loss, property damage or bodily injury arising out of or resulting from the failure of any person to provide you with access to our Online Banking services, whether caused by the equipment, software, the Bank, Internet service providers, Internet browsers, or the parties providing communication services to or from us to you. We are not liable for war, acts of government that may restrict or impair use of the Online Banking services, hurricanes, floods or other disasters, nor shall we be responsible for any direct, indirect, special or consequential, economic or other damages relating in any way to the foregoing.

By directing Signature Bank, N.A., through the use of any Online Banking service initiated with your User ID and PIN, to transfer funds or make a payment of any kind, you authorize Signature Bank, N.A. to withdraw from the designated account the amount of funds required to complete the transaction. If you set up a re-occurring transfer and you do not have sufficient funds in your account, the transfer will not be completed that day. The transfer will automatically continue to be attempted for three consecutive days. After three days of attempts, if the funds are still not available, that transfer will not be made. Any requests or instructions we receive from you through the Online Banking service using your User ID and PIN shall constitute writings with your signature as provided under all applicable law, and shall have the same force and effect as a writing signed by you. This includes requests with respect to funds in your account, wire transfer instructions, ACH instructions, stop payment orders, changes to accounts or services or any other communication you provide us through the Online Banking Service using your User ID and PIN.

Your access to Online Banking will be blocked in the event your Online Banking ID or Password is entered incorrectly on three consecutive attempts. If this occurs, please call Signature Bank, N.A. at (419) 841-7773.

6. Additional Security: Secure Tokens.

Secure tokens provide our clients with an additional layer of Online Banking security. We may at any time require you to use Secure Token(s) as a condition to access our Online Banking service. We reserve the right to suspend or limit your access to our Online Banking service until such Secure Tokens are being used. You and your Administrator(s) have the responsibility to ensure all appropriate users obtain a Secure Token.

You agree to notify the Bank immediately of each loss or theft of a Secure Token, any unauthorized use of the Token, or any other breach of security. Signature Bank, N.A. reserves the right to charge a fee for the replacement of a lost or stolen Token.

We may dishonor or disable any Secure Token at anytime and will inform you if we decide to do so. We may also issue additional or replacement Tokens from time to time and the Company, its Administrators and users shall follow the Bank's instructions regarding the distribution, installation and use thereof.

7. User Administration.

You must select a representative of your company to act as your Administrator for Online Banking. You will provide us with your administrator's name and desired User ID on the Online Banking Business Application. **The Administrator will be responsible for maintaining your company's Online Banking settings and user security.**

Responsibilities of the Administrator include, but are not limited to;

- a. Adding and deleting users
- b. Modifying users
 1. Establishing account access privileges and authority
 2. Establishing product capability access and authority

3. Establishing user wire and ACH limits, privileges, and authority within scope of pre-determined company limits.
 4. Resetting passwords
- c. Changing/Maintaining company ID and PIN
 - d. Resetting Login Count
 - e. Changing Pseudo account names
 - f. Modifying Display options
 - g. Primary contact with Signature Bank N.A. Online Banking support staff

Responsibilities of Authorized Signer(s) of the Online Banking Application include, but are not limited to;

- a. Appointing an Administrator
- b. Notifying the Bank if you:
 1. Terminate the Administrator – Notify the Bank Immediately
 2. Change the Administrator
 3. Add/Delete Accounts
 4. Add/Delete Functionality

8. Possible Limitations on Your Liability for Unauthorized Transfers.

Tell us IMMEDIATELY if you believe your User ID and PIN has been lost, stolen or compromised. We agree to act promptly to cease processing further transactions using that User ID and PIN, but you will be responsible for all transactions up to that point (including transactions that have been initiated and processed which we were unable to stop).

If you believe your User ID and PIN have been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, PLEASE CALL US IMMEDIATELY at (419) 841-7773.

9. Services Available from Online Banking.

- A. Online Banking Service.** You can use Online Banking to check the balance of your Signature Bank, N.A. accounts, view Signature Bank, N.A. account history, transfer funds between your Signature Bank, N.A. accounts, and make stop payment requests. You can use Online Banking seven days a week, twenty-four hours a day, although some or all Online Banking services may not be available occasionally due to an emergency or scheduled system maintenance. We will attempt to post notice of any extended periods of non-availability on the Online Banking web site or otherwise attempt to provide prior notice to you.
- B. ACH Service.** Electronically collect or disburse funds through the Automated Clearing House (ACH). The provisions of the Signature Bank ACH Origination Agreement govern this service.
- C. Wire Transfer Service.** Initiate same day funds transfers to other financial institutions. The provisions of the Online Banking Wire Agreement govern this service.
- D. Online Banking Services for Consumers.** If you desire Online Banking services for your personal use, please complete an Online Banking Consumer Application.
- E. Positive Pay / Account Reconciliation Service.** Positive pay is a service whereby the Company electronically shares its check register of all written checks with the bank. The bank therefore will only pay checks listed in that register, with exactly the same specifications as listed in the register (amount, serial number, etc). This system dramatically reduces check fraud.

Reverse positive pay is similar to positive pay, but the process is reversed, with the Company, not the bank, maintaining the list of checks issued. When checks are presented for payment and clear the account, the Company compares the information from the bank to its internal records. The company notifies the bank which checks match its internal information and the bank will pay those items.

- F. ACH Positive Pay Service.** ACH Positive Pay is a service whereby the Company selects certain ACH filters to be added to their accounts. If an ACH transaction falls outside of the filters, Company will be notified by the Bank and can choose whether to process or reject the ACH entry.

- G. Bill Pay Service.** The provisions of the Bill Payment Services Agreement govern this service.

10. Fees and Charges.

You agree to pay the fees and charges for your use of Online Banking services as we have established and may amend from time to time and as may be reflected in our current fee schedule. These fees and charges will be in addition to any charges

associated with the account you maintain with Signature Bank, N.A. Our schedule of fees for Online Banking services are set forth below. You agree that all such fees and charges will be deducted from the Signature Bank, N.A. checking account designated as the "Primary Account" on your Enrollment Form. If you close your Primary Account, you must contact us immediately to designate another account as your Primary Account. You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of Online Banking.

FEE SCHEDULE For Online Banking Services

<u>Product or Service</u>	Fee
Banking Services:	No Charge
Viewing the balance of your Signature Bank, N.A. accounts	
Viewing Signature Bank, N.A. account histories	
Transferring funds between your Signature Bank, N.A. accounts	
Stop Payment Requests	Normal stop payment fees applicable to your account
Wires	Normal wire fees applicable to your account
ACH	Refer to ACH Origination Agreement and Disclosure
Positive Pay Service	Refer to Positive Pay Agreement
ACH Positive Pay Service	Refer to ACH Positive Pay Agreement
Bill Pay	Refer to Bill Payment Service Agreement

11. Posting of Information.

Information shown within Online Banking is generally current as of the immediately preceding Business Day. The Account balance may include deposits still subject to verification or other items memo posted to the account (e.g., current day ACH activity) by us and may not include deposits or loans in process, outstanding checks or payments, or other withdrawals, payments, credits, or charges. Transfers initiated through Online Banking before 5:00 p.m. (Eastern Standard Time) on a Business Day are posted to your account the same day. Transfers completed after 5:00 p.m. (Eastern Standard Time) on a Business Day or on a Saturday, Sunday or banking holiday, will be posted on the next Business Day. Our "Business Days" are Monday through Friday, excluding holidays. Transfers may not be cancelled after 5:00 p.m. (Eastern Standard Time) on the posting date.

12. Overdrafts (Order of Payments, Transfers, and other Withdrawals)

If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;

Electronic funds transfers initiated through Online Banking which would result in an overdraft of your account may, at our discretion, be cancelled;

In the event that electronic fund transfers initiated through Online Banking would result in an overdraft of your account and are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

13. Use of Online Banking to Stop Payment of Checks You Have Written.

You may initiate stop payment requests via Online Banking only for paper checks you have written (non-electronically) on your Signature Bank, N.A. accounts. Online Banking stop-payment requests entered after 5:00 p.m. are processed at opening of the Business Day following the date the stop payment has been requested online. To be effective, this type of stop-payment request must precisely identify the name of the payee, the check number, the amount, and the date of the check. You will incur stop-payment charges as disclosed in the current fee schedule for the applicable account. Attempts to submit stop payments during routine daily account maintenance may result in an error and should be reattempted at a later time.

14. Disclosures, Notices and Periodic Statements.

You agree that to the extent permitted by law, receipts, notices and disclosures associated with Online Banking services may be provided electronically to you by e-mail, facsimile or over the Internet, either as part of an Online Banking session or otherwise. You will not receive a separate Online Banking statement. Transfers to and from your accounts using Online Banking will appear on the respective periodic paper statements for your Signature Bank, N.A. accounts. You may elect to receive account statements and notices via the E-Statement system as a substitute to receiving paper statements and notices. If you elect to receive these statements or notices electronically, you understand that these meet Signature Bank's requirements for proper notification as required by banking regulations. It is your responsibility to review these electronic statements and notices as you would review statements and notices sent on paper. You may use Online Banking to view activity in your account as indicated above. You agree to notify us of any changes to your mailing or e-mail address. If you do not notify us, you will hold us harmless from any consequences, including financial loss, resulting from your failure to notify us of the change in your mailing or e-mail address.

You agree to promptly examine all account statements and any confirmations of transfers which we may send or make available to you, and promptly notify us of any discrepancy or error within 30 days of receipt of any such statement or confirmation.

15. E-mail.

We strongly discourage you from e-mailing us any personal, private or confidential information. If you do e-mail us or ask us to reply to you via e-mail you agree to hold us harmless from any consequences, including financial loss, resulting from any unauthorized use or disclosure of your account or personal information resulting from the e-mail. We are not required to act on any e-mail received and are not responsible for misdirected or lost e-mails.

We may send you e-mail notifications to alert you of events such as verifying a change in your e-mail address. You may also select to receive other e-mail alerts through Online Banking via your personal set-up options.

16. Changes to Terms and Conditions.

We reserve the right to change the terms and conditions of this Agreement at any time. If the change would result in increased fees for any Online Banking service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice of the change as applicable law requires. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we may notify you of the change in terms by mail or by posting a notice on our Signature Bank, N.A. web site or our Online Banking system. If you wish to decline to be bound by the changes, you should terminate the account or discontinue the service to which the change relates; otherwise you will be deemed to have accepted and agreed to the change.

17. Liability for failure to make transfers.

If we do not complete a transfer to or from your account in the correct amount in accordance with our agreement with you, our sole responsibility for an error in a fund transfer will be to correct the mistake, but in no case shall the Bank be liable for any indirect, punitive, special, incidental or consequential damages (even if you have informed us of the possibility of such damages). If your instructions regarding the transfer were received in a timely fashion, we may be responsible for late charges that you may incur as a result of our mistake. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer;
- If the transfer would go over the credit limit on your overdraft line;
- If the funds in your account were attached or the transfer cannot be made because of legal restrictions affecting your account;
- If circumstances beyond our control (such as interruption of telephone service or telecommunication facilities, or natural disaster such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- If you have not properly followed the instructions for using the Online Banking service or any software;
- If any electronic terminal, telecommunication device, or any part of the Online Banking electronic funds transfer system is not working properly and you were aware of the problem when you started the transfer.
- If your operating system or software was not properly installed or functioning properly;
- If you are unable to access your Account or the Service due to Internet facility or service provider delays or other problems; or

There may be other exceptions stated in our agreement with you. In states that do not allow the exclusion or limitation of liability for indirect, punitive, special, incidental or consequential damages, the Bank's liability is limited to the extent permitted by Applicable Law (as defined below). Our service providers are independent contractors and not our agents. To the extent permitted by Applicable Law, we will not be responsible for any error, damage or other loss caused by any service provider.

18. Disclaimer of Warranty and Limitation of Liability - MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE ONLINE BANKING SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT. We do not and cannot warrant that Online Banking will operate without errors, or that any or all Online Banking Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that neither the bank, nor its officers, directors, employees, agents or contractors are liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Online Banking, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Signature Bank, N.A. and its affiliates exceed the amounts paid by you for the services provided to you through Online Banking except as specifically provided in this Agreement.

19. Termination of this Agreement and of your use of Online Banking Services.

You may cancel your Online Banking service at any time by calling us at (419) 841-7773 or by writing us at 4607 W. Sylvania Ave., Toledo, Ohio 43623. Your access to Online Banking will be suspended within 3 business days of our receipt of your instructions to cancel the service. We can terminate or limit your use of Online Banking services at any time and for any reason at our discretion. You specifically agree, however, that we may terminate your use of Online Banking services without prior notice, if you have insufficient funds in any one of your Signature Bank, N.A. accounts, if you do not designate a new Primary Account immediately after you close your Primary Account, or if we suspect fraudulent activity on your account. Online Banking services may be reinstated at our sole discretion. Termination will not affect your liability or obligations under this Agreement for transactions that have been processed on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination will apply only to the Online Banking service and does not terminate your other relationships with us.

20. Entire Agreement; No Waiver.

This Agreement is the complete and exclusive agreement between you and us related to the Online Banking service. It supplements any other agreement or disclosure provided to you relating to your accounts with us. In the event of a conflict between this Agreement and any other agreement or disclosure related to your accounts with us, or any statement by our employees or agents, or any service provider relating to the Service or your accounts with us, such agreements shall be construed to be consistent, to the extent possible, but this Agreement shall control with respect to the Online Banking service. No delay or omission by us in exercising any rights or remedies thereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any simple or partial exercise of a right or remedy shall not preclude further exercise therefore of the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by us.

21. Attorney Fees.

If we become involved in legal action to defend or enforce this agreement, you agree to pay our reasonable attorney fees and court costs, to the extent not prohibited by law.

22. Certain Miscellaneous Terms.

This Agreement is governed by the laws of the State of Ohio, except to the extent certain federal laws apply. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and Signature Bank, N.A.'s successors and assigns, and Signature Bank, N.A. may assign certain of its duties and responsibilities hereunder to third parties that perform services on its behalf. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

23. Effectiveness of Agreement.

By signing the Online Banking Business Application, you will be bound to and deemed to have read and understood this agreement.