

## ONLINE BANKING AGREEMENT AND DISCLOSURE

This Online Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Online Banking Service ("Service") offered by State Savings Bank (the "Bank"). It also describes the rights and obligations of the Bank. Please read this Agreement carefully. By accepting this Agreement and by using this Service, and/or authorizing others to do so on your behalf, you agree to be bound by the terms of this Agreement.

**NOTE: E-mail transmissions are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public e-mail system.**

### **DEFINITIONS:**

The following definitions apply in this Agreement:

**Authorized Representative:** Person with authority (with respect to the account)

**Device:** Any Internet-enabled device (including, without limitation, a computer, server, terminal, laptop, notebook, tablet or phone), whether owned or used by you or anyone else

**ISP:** Internet Service Provider

**Login ID:** Customer-generated identification code assigned to you for your connection to the Service

**Online Account(s):** Bank account(s) from which you will be conducting transactions using the Service

**Online Banking:** Internet-based service providing access to your Bank account(s)

**Password:** Customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service

**Time of day:** Eastern Standard Time (EST)

**"We", "us", "our", or "Bank":** Refers to State Savings Bank, which offers the Service and holds the accounts accessed by the Service

**"You" or "your":** Refers to the owner of the account or an Authorized Representative

In order to provide electronic disclosures, we must maintain a current customer e-mail address at all times. It is your sole responsibility to provide us with your correct contact information, including your e-mail address. You should notify the Bank pursuant to the terms of this Agreement of any changes to your personal contact information.

## **ACCESS TO SERVICES**

The Bank will provide instructions on how to use the Service. You will gain access to your Online Accounts through the use of a Device, an ISP, an internet browser, your Login ID and Password. You may access your Online Accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating, or revising software and in the event of an emergency. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control. We are not responsible for any delays or difficulties you may have in accessing the Service or its features.

## **DEVICES**

You are solely responsible for the maintenance, installation, and operation of the Device (including its hardware and software) and any other equipment or software that may be used by you to connect to the Internet or the Service. The risk of error, failure, or non-performance is your risk, and includes the risk that you do not operate, maintain or secure the Device or its software properly. We are not responsible for any errors, deletions, or failures that occur as a result of any Device or software used by you. Undetected or unrepaired viruses, worms, malware, or similar malicious programs may corrupt and destroy programs, files, software and even hardware. Additionally, you may unintentionally transmit a virus to other Devices. You should routinely scan your Device using a reliable virus detection product. The Bank will not be responsible for any virus that affects your Device or software while using our Service. You agree that you will not send us any viruses, worms, malware, or similar malicious programs, nor will you engage in any activity which has a harmful effect on our website. You also agree that you are solely responsible for the performance and protection of any internet browser used in connection with the Service including the prompt adoption by you of all security patches and other security measures issued or recommended from time to time by the suppliers of such browsers.

## **BUSINESS DAYS**

For purposes of transactions, the Bank's business days are Monday through Friday, excluding holidays recognized by the Bank. The Bank's business day begins at 9:00 a.m. EST and ends at 5:00 pm EST.

## **AVAILABLE BANKING TRANSACTIONS WITH ONLINE BANKING**

**Accounts History:** Obtain or download account balances and transaction information about your accounts, including access to your account history for 12 months. You will be able to view and download imaged copies of your periodic statements and checks.

**Statement Delivery:** Change your statement delivery options to enroll in electronic statements (e-statements) through the “Statement Delivery” option. Once you have enrolled in e-statements you will be able to retrieve future statements through the “Statements” option in Online Banking.

**Security:** Change the security information necessary to access your Online Banking account, such as your Password, Login ID, e-mail and phone contact information, and select alerts you wish to receive.

**My Info:** Update your contact information.

**Transfer Funds:** Use Online Banking to conduct the transfer of funds, make one-time transfers, and schedule future or recurring transfers (i.e. transfers to make loan payments). Transfer funds among your checking accounts, certain savings accounts and money market accounts. If there are not available funds in the account from which a transfer is being made at the time the transfer is processed, at our option: we may not allow you to complete the transfer; we may overdraw your Account and you may be charged a fee; or we may cancel the transfer. Account Transfer requests received after 9:30 p.m. EST on business days and all transactions which are requested on Saturdays, Sundays, or holidays recognized by the Bank, will be processed on the Bank's next business day.

**External Transfers:** Use Online Banking to conduct transfers of funds to or from an external account (at another financial institution), make one-time transfers or schedule future or recurring transfers. External transfers to or from an Account are limited to \$2,000, in the aggregate, per day, and \$5,000, in the aggregate, per month. (There is no limit on internal transfers if sufficient funds are available in an Account for the transfer.) You must be an authorized owner on the external account before adding the account to your Online Banking account. You will need to use the “Add External Account” feature when signed into Online Banking. Once an external account is added to your Online Banking login, you will need to properly verify the external account. Once this is completed, you will be able to move funds to and/or from this external account through the “Transfer Funds” feature. If there are not available funds in the account from which a transfer is being made at the time the transfer is processed, at our option, we may not allow you to complete the transfer, we may overdraw your Account and you may be charged a fee, or we may cancel the transfer.

**Person to Person Transfer:** Use Online Banking to deposit funds into another customer's account with the Bank as long as the customer receiving the transfer has Online Banking as well ("Recipient"). The Recipient's e-mail address and last 4 digits of the Recipient's account number will need to be known and submitted in order to complete the transfer.

**Mobile Text Banking:** Complete information to establish or update your mobile preferences.

**Contact Us:** Communicate with us about your accounts and/or Online Banking by e-mail or by calling our Customer Care Center a 231-399-0470. If you send the Bank an e-mail to: [onlinebanking@ssbankmi.com](mailto:onlinebanking@ssbankmi.com), the Bank will be deemed to have received it on the following business day. You agree that we will have a reasonable opportunity to act before taking action on your requests sent by e-mail. You **cannot use e-mail** to make account transfers, stop payment(s), report unauthorized use of your Login ID and Password, or to report an unauthorized transaction. Likewise, you may **NOT** use e-mail to contact us regarding any of your loan accounts. We will not be responsible if such notices are attempted by e-mail.

**Link to Third-party Websites:** Link to unaffiliated third-party websites for services related to your Account, such as ordering checks. Links to third-party websites are provided solely as a convenience to you for information on topics that may be of interest to you. We have no control over the content of such third-party websites. If you choose to link to a website not controlled by us we make no warranties, either express or implied, concerning the content of such site, including the accuracy, completeness, reliability or suitability thereof for any particular purpose, nor do we warrant that such site or content is free from any claims of copyright, trademark, or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination. We do not guarantee the authenticity of documents on the internet, links to ideas, products, information or services offered at such sites, or any representation regarding the content at such sites. Our Privacy Policy no longer applies once you leave our site.

**Third-party Services:** From time to time, we may make services provided by persons other than us (the "Third-party Providers") available to you for access through the Service. If we do so, you will be given the opportunity to sign up for these services after you review and accept the related terms and conditions we will make available to you for these services. We make no warranty with respect to the additional services or the Third-party Providers. You agree to hold us harmless for any loss or damage you may incur by your use of these services. To cancel or change any of these services, contact us using our contact information within this agreement. These Third-party services may include: Bill Pay, Mobile Banking, Person to Person Transfers, Text Banking, etc.

## **FEES/CHARGES**

The Bank does not charge a fee for accessing the Bank's website. In addition to the fees described in this Agreement, you should understand, however, that depending on how you access or use the Service, you may incur charges, such as the following:

- Normal account fees and service charges;
- Any ISP fees;
- Any wireless carrier fees;
- Purchase of computer programs;
- Fees may be assessed for added self-service features available through Online Banking, such as: stop payment requests, check copy orders and account statement copy orders. For additional information, please review the applicable account agreement and our website.
- An NSF-fee, returned item, overdraft or similar fee may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled or, in the case of a personal check, on the date when the check is presented to us for payment.

**The Bank is not responsible for any ISP, wireless carrier or computer program fees or costs that you may incur.**

## **STATEMENTS**

You will continue to receive your mailed (paper) account statement either monthly or quarterly, depending on the type of account, unless you register to receive eStatements only.

## **SECURITY**

The Service utilizes a security strategy to protect your accounts and transactions conducted over the Internet. You are responsible for keeping your Password and Online Account information confidential. No one at the Bank or at our Online Banking service provider has access to this information. From time to time you may be required to change your Online Banking Password.

In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Login ID, or Password;
- Do not leave a Device unattended while you are in the Bank's Online Banking Site;

- Do not allow your Internet browser to store your Online Banking Login ID or Password;
- Never leave your account information accessible to, or within range of, others;
- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system;
- Create a strong Password by avoiding familiar names or personal information and by using upper and lower case letters, numbers, and characters; and
- Log out of Online Banking and close your browser completely after each Online Banking session.

We reserve the right to implement additional security procedures, such as, but not limited to, restricting the frequency and dollar amount of transactions from your accounts for security reasons. You agree that your continued use of Online Banking after we implement new security procedures, or change existing procedures, evidences your agreement to, and acceptance of, the commercial reasonableness of such new or changed procedures.

### **PROTECTING PASSCODES**

You agree that we may send notices and other communications, including passcode confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that the Bank will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at the place where you use a Device. You agree to: 1) keep your Passcode secure and strictly confidential, providing it only to authorized signers on your account(s); 2) instruct each person to whom you give your Passcode that he or she is not to disclose it to any unauthorized person; and 3) immediately notify us and select a new Passcode if you believe your Passcode may have become known to an unauthorized person. Except as may otherwise be specifically provided in this Agreement, the Bank will have no liability to you for any unauthorized payment or transfer made using your Passcode that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. We may suspend or cancel your Passcode even without receiving such notice from you, if we suspect your Passcode is being used in an unauthorized or fraudulent manner.

If you suspect any fraudulent activity on your account, call the Customer Care center immediately at toll-free 231-399-0470 between the hours of 9:00 a.m. to 5:00 p.m. EST Monday through Friday. Telephoning the Bank is the best way of minimizing your losses and liability. If you believe your Password has been lost or stolen, please go to Settings within the Online Banking site and select Security Preferences to change your Password.

## **LINKED ACCOUNTS**

All accounts with the Bank that you enroll in for a service will be linked by the tax identification numbers of the persons authorized to access the account. The linked accounts will appear together without regard to the ownership of the accounts. For example, if an authorized user of a linked account accesses the Service, that authorized user will be able to view and access at a single time the following accounts:

- The accounts of the business for which that person is an authorized user;
- The accounts of any other business for which that person is an authorized user;  
and
- Any consumer accounts for which the person is a co-owner or authorized signer.

## **SIGNATURE REQUIREMENT WAIVER**

Any requirement to verify two or more signatures on any item (such as a check) does not apply to electronic or telephone transfers. This means that you're allowing any Authorized Representative or signer on your account(s) to individually make electronic or telephone transfers, even though his/her authority to transfer or withdraw funds from your account by some other means (such as by check) must be exercised jointly with one or more other people. This provision controls and takes precedence over any conflicting provision in any other agreements you have with us.

## **TERMINATION OR CANCELLATION OF SERVICE**

**Term:** This Agreement will become effective when you accept the terms of this agreement and will remain in full force and effect until termination or cancellation in accordance with the following provisions.

**Termination of Service:** We may immediately terminate your Online Banking privileges without prior notice to you under the following circumstances:

- You do not comply with any of the terms or conditions of this Agreement or any other agreement governing one or more of your deposit or loan accounts;
- Your accounts are not maintained in good standing; or
- When you close your last account

We will promptly notify you if we terminate this Agreement or your use of the Service for any other reason. We reserve the right to process any transaction after the termination date.

**Cancellation of Service:** To cancel a service, you must notify the Bank and provide your name, address, the service(s) you are discontinuing, and the cancellation date of the service(s). Once the service is cancelled, all scheduled transactions will be cancelled. You agree that we shall not be liable to you or any third party for cancellation of the service.

**Inactive Status:** We may delete your access if you do not sign in to the Service or have a transaction scheduled through the Service during any consecutive 6-month period. If your account access is deleted, you will need to complete enrollment again before you will have access or be able to schedule any transactions through the Service.

## **NOTICE**

You may notify the Bank by one of the following methods:

- By sending an e-mail to: [onlinebanking@ssbankmi.com](mailto:onlinebanking@ssbankmi.com);
- Calling our Customer Care Center 231-399-0470 or your local branch; or
- By writing a letter and either sending it to the address printed on your account statement or give it to a Customer Service Representative at any of the Bank's locations.

The Bank will contact you via phone or mail at the last known phone number or address noted on the bank's records.

## **ELECTRONIC FUND TRANSFER (EFT) PROVISIONS FOR CONSUMERS:**

**Applicability:** These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E. When applicable, the Bank may rely on any exceptions in Regulation E. All terms that are defined in Regulation E which are not defined in this Agreement shall have the same meaning as defined in Regulation E.

**Consumer Liability for Unauthorized Transactions:** Notify us **AT ONCE** if you believe your Login ID or Password has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Telephoning us is the best way of keeping your potential losses down. If we are notified within two (2) business days after you learn of the loss or theft, your loss will not be greater than \$50.00 if someone used your Login ID or Password without your permission.

If you do **NOT** notify us within two (2) business days after you learn of the loss or theft of your Login ID or Password, and we could have stopped someone from using your Login ID or Password without your permission, your loss could be as great as \$500.00.

If your statement shows transfers that you did not make, including those made by your Login ID, Password, or other means, notify us at once. If you do not notify us within sixty (60) days after the statement was mailed or made available to you, you may not get back any money you lost after the sixty (60) days if we could have stopped someone from taking the money had we been notified. If extenuating circumstances (i.e. a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Login ID or Password has been lost or stolen, call our Customer Care Center at 231-399-0470 or your local branch.

**Error Resolution:** In Case of Errors or Questions about your Electronic Transfers, or you think your statement or receipt is wrong, or you need more information about a transfer listed on your statement/receipt, call us at 231-399-0470 or write to us at the address printed on your account statement as soon as possible. We must hear from you no later than sixty (60) days after we sent the **FIRST** statement on which the problem/error occurred.

Include the following information:

- Your name and account number;
- Description of the transfer/error in question, including why you believe it is an error or need more information;
- The dollar amount of the suspected error

If you tell us orally, we may require that you send us your dispute in writing within ten (10) business days.

Within ten (10) business days after notification from you, we will investigate and correct any error promptly. If more time is needed to complete the investigation, we have up to forty-five (45) days and will provide provisional credit to your account for the amount in question. 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.

For errors involving new accounts or foreign initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

## **BANK'S LIABILITY**

**Our Liability:** This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Service provided to you under this Agreement. We do not and cannot warrant the Service will operate without errors, or that any or all of its functions or components will be available and operational at all times. In no event shall we be liable to you for failure to provide access to your Online Banking account. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking service as delineated in this Agreement. We only will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence or intentional misconduct.

With your acceptance and use of the Service, you agree that, except as may be specifically provided in this Agreement or otherwise required by law, we and our officers, directors, employees, agents and contractors shall not be liable to you or to any third party for any indirect, incidental, special, or consequential costs, expenses, or damages (including lost savings or profit, lost data, business interruption, or attorney's fees) resulting from or arising out of this Agreement, the Service, any errors or failures from any malfunction of a Device (or software) used by you, any virus or other contamination, or any other problem that you may encounter related to the use of the Service (whether in an action in contract, tort, warranty or otherwise).

We **will not be liable** to you in the following instances:

- If through no fault of the Bank, you do not have enough available funds in your account to complete a transaction on that account;
- The transaction would be over the limit of your overdraft privilege;
- If the transfer would go over the credit limit on your overdraft line of credit, or if the overdraft line of credit has been closed;
- If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown, or any other event that interferes with our normal operations) prevents us from providing this Service or processing any transaction, despite reasonable precautions that we have taken;
- If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy;
- If your funds are subject to a legal proceeding or other encumbrance restricting the transfer;
- If your transfer authorization terminates by operation of law;
- If the account has been closed;

- If you have not followed the instructions on how to make a transfer included in this Agreement;
- If we have received incomplete or inaccurate information from you or a third party involving the account or transfer;
- If you had knowledge of or questions about the possible malfunction of our system when you initiated the transaction;
- It can be shown that the merchant or payee received the payment within the normal delivery timeframe and failed to process the payment through no fault of us and/or our service providers;
- If your Device, software, telecommunication lines were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer;
- If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately;
- 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, the deposit account agreement, a credit agreement or any other agreement with us, or if we/you terminate this Agreement;
- Other applicable laws and/or regulations exempt us from liability.

**Third Parties:** We will not be liable to you for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider (such as Internet Explorer, Chrome, or Firefox), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking Account or the Service.

**Service Unavailable:** If the Service is not available, you agree to access your Bank accounts by other means such as a bank branch, ATM, or telephone. Customer Service or your Personal Banker will assist you with these alternate means. We will not be liable for any expenses you incur as a result of using alternate means of access or payments.

**Virus Protection:** The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your Device using a virus protection product. An undetected virus may corrupt and destroy programs, files, software and hardware.

**Indemnification:** Except where we may be liable under the terms of this Agreement or another agreement governing your Bank account(s), you agree to indemnify, defend, and hold harmless the Bank and our affiliates, officers, directors, employees, correspondents, consultants, agents, service providers, contractors and licensors from any and all third-

party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from or the result of:

- A third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other content or materials you submit to us;
- Any fraud, manipulation, breach or violation of this Agreement or the Service;
- Your violation of any other applicable laws or rights of a third party, including but not limited to rights of privacy, publicity or other property rights;
- The provision of the Service or use of the Service by you or any third party;
- Our or their acting on instructions from you in accordance with this Agreement, or as a result of your failure to comply with your duties under this Agreement

The provisions of this Section shall survive termination of this Agreement and termination of your participation in Online Banking.

## **GENERAL TERMS AND CONDITIONS**

**Bank Agreements:** In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your accounts with the Bank, including your Online Accounts. Your use of the Online Banking Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures.

**Online Accounts:** Your accounts and the Service will be subject to the Bank's rules, procedures and policies applicable to your accounts, and the rules and regulations of any Funds Transfer Agents used by the Bank in connection with the Service, and applicable state and federal laws and regulations. You agree to comply with the terms of this Agreement, and any other reasonable instructions or recommendations we may issue to you regarding Online Banking security including, without limitation, the security recommendations expressed on our online banking website or contained in any documentation provided by us. You agree that it is your sole responsibility to set up, maintain and regularly review security arrangements concerning access to, and use of, the Service, and information stored on your computing and communications systems, and your control of Passwords, tokens, other security devices and access to Online Banking.

**Change in Terms:** Terms of this Agreement can change at any time. If the change would result in increased fees for any services, 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 at least thirty (30) days before the effective date

of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the Bank's website or forward it to you by e-mail or by postal mail. 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 will notify you of the change in terms within thirty (30) days after the change becomes effective. Your continued use of the Service indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

**Assignment:** You may not assign this Agreement to any other person. We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without your prior written consent.

**Consent to Electronic Delivery of Notices:** You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice or communication on the Bank's website or by e-mail or postal mail.

**Privacy/Disclosure of Account Information and Transfers:** We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our Privacy Policy before completing the enrollment process for the Service. Our customer Privacy Policy is available on the Bank's website.

The Bank may disclose information about your account to third parties only as permitted under the Privacy Policy of the Bank and its customers, as amended from time to time. You understand information about your accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also disclose information to third parties about your account or transfers you make to comply with government or court orders, or other reporting requirements; if you give us your permission; to otherwise conduct our business as permitted by law; to affiliates of the Bank; if it is necessary to assist us in the collection of information for internal use; if it is necessary for the security purposes of our service providers, our servicing agents, and/or contractors providing our Online Banking and electronic funds transfer Service; if it involves a claim by or against

us concerning a deposit to or withdrawal from your account; or if in accordance with our Privacy Policy Notice. You agree and hereby authorize all of these transfers of information. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to the Service.

**Governing Law, Jurisdiction, and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without reference to provisions relating to conflict of laws. The parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties. All actions relating to this Agreement must be brought within the State of Michigan.

(Revised 6-22)