

Northpointe Bank Lending Client Terms of Service

This App and website (collectively, the "Sites") are owned and operated by Northpointe Bank, 3333 Deposit Drive NE, Grand Rapids, MI 49546, which is referred to below as "Northpointe Bank" or "Northpointe" or "we" or "us" or "Company" or "our."

Please read these Terms of Service (the "Terms") and our Privacy Policy ("Privacy Policy") carefully because they govern your access and use of our Sites and services available via the Sites, which can be used to aggregate personal and financial data into a single experience and to apply for a loan. These Terms are a binding legal contract between you and Northpointe, which sets forth your rights and obligations with respect to the Sites, including important limitations and exclusions. To make these Terms easier to read, the Sites and our services are collectively called the "Services."

The Services are for general informational purposes. They are not a substitute for actual legal, investment or professional advice from a licensed competent individual in their field of expertise. The information and services offered on the Sites are provided with the understanding that Northpointe is not engaged in rendering legal advice or other professional services. Your use of the Services is subject to the additional disclaimers that may appear throughout the Sites.

Agreement to Terms

By using the Services, you expressly agree to be bound by the terms and conditions herein, as of the date of your first use (the "Effective Date"). Your use of the Services always is subject to these Terms and the Privacy Policy. If you do not agree to these Terms, you may not use the Services. You agree that your use of the Services always will be subject to the most current version of these Terms at the time of such use. The Services are intended for use only by users who are at least 18 years of age.

Changes to Terms or Services

We may modify the Terms at any time, in our sole discretion. If we do so, we'll let you know either by posting the modified Terms on the Site or through other communications. It's important that you review the Terms whenever we modify them because if you continue to use the Services after we have posted modified Terms on the Site, you are indicating to us that you agree to be bound by the modified Terms. If you don't agree to be bound by the modified Terms then you may not use the Services anymore. Because our Services are evolving over time we may change or discontinue all or any part of the Services at any time and without notice at our sole discretion. You can always find the current version of the Privacy Policy at <https://www.northpointe.com/privacy/>. California residents may also view their privacy rights at <https://www.northpointe.com/california-privacy-rights/>.

Northpointe Bank SMS Terms & Conditions

For all SMS Communications reply HELP for help, reply STOP to cancel. Message & Data Rates may apply. Compatible carries include: AT&T, T-Mobile®, Verizon Wireless, Sprint, Boost, & U.S. Cellular. This list is subject to change without prior notice. Alerts sent via SMS may not be delivered if the mobile phone is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the wireless carrier may interfere with message delivery, including the customer's equipment, terrain, proximity to buildings, foliage, and weather. The wireless carrier does not guarantee that alerts will be delivered and will not be liable for delayed or undelivered messages.

To discontinue receiving SMS messages from Northpointe Bank, reply with the text STOP.

For additional help, text HELP or contact support@northpointe.com or call 888-672-5626.

Northpointe Bank respects your right to privacy. You can view our privacy policy here www.northpointe.com/privacy/

Your Registration Information

Once you become a user of the Sites, you agree and understand that you are responsible for maintaining the confidentiality of your password which, together with your User ID (your e-mail address), allows you to access the Service. That User ID and password, together with your email address and phone number provided, form your

"Registration Information." Your Registration Information is personal to you, and should never be shared with or given to others. Use of your Registration Information by a third party may result in revocation of your access to the Service.

By providing us with such information, you agree to receive all required notices electronically to that e-mail address. It is your responsibility to update or change that address, as appropriate. Notices will be provided in HTML (or, if your system does not support HTML, in plain-text) in the text of the e-mail or through a link to the appropriate page on our Site, accessible through any standard, commercially available internet browser.

If you become aware of any unauthorized use of your Registration Information, you agree to notify Northpointe immediately at 888-672-5626 or support@Northpointe.com.

Your Use of the Service

Northpointe grants you a limited, personal, nontransferable, non-sublicensable, revocable license to access and use the Sites and Service for lawful purposes and in accordance with this Agreement and any applicable federal state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries). Except for this limited license, we do not grant you any other rights or license with respect to these Sites or Service; any rights or license not expressly granted are reserved. You are only entitled to access and use the Sites for lawful purposes and your license to the Sites and/or Service is personal to you alone. You agree not to modify, copy, distribute, perform, reproduce, decipher, decompile, disassemble, reverse-engineer, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products or services that make up the Sites or the Service. In addition you agree not to:

- Use the Sites in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Sites, including their ability to engage in real time activities through the Sites.
- Use any robot, spider, scraper or other automatic device, process, or means to access the Sites for any purpose, including monitoring or copying any of the material on the Sites.
- Use any manual process to monitor or copy any of the material on the Sites, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Sites.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Sites, the server on which the Sites are stored, or any server, computer, or database connected to the Sites.
- Attack the Sites via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Sites.

Accurate records enable Northpointe to provide the Service to you and you agree not to misrepresent your Registration Information. In order for the Service to function effectively, you must also keep your Registration Information up-to-date and accurate. If you do not do this, the accuracy and effectiveness of the Service to you will be affected.

Your access and use of the Sites may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Sites or other actions that Northpointe, in its sole discretion, may elect to take.

Mobile Device Use

Use of the Sites and Service may be available through a compatible mobile device, Internet and/or network access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications

provider. Northpointe makes no warranties or representations of any kind, express, statutory or implied as to: (i) the availability of telecommunication services from your provider and access to the Sites and/or Service at any time or from any location; (ii) any loss, damage, or other security intrusion of the telecommunication services; and (iii) any disclosure of information to third parties or failure to transmit any data, communications or settings connected with the Service.

Online and Mobile Alerts

Northpointe may from time to time provide automatic alerts and voluntary account-related alerts. Automatic alerts may be sent to you following certain changes made online to your Northpointe account, such as a change in your Registration Information.

Voluntary account alerts may be turned on by default as part of the Service. They may then be customized, deactivated or reactivated by you. These alerts allow you to choose alert messages for your account. Northpointe may add new alerts from time to time, or cease to provide certain alerts at any time upon its sole discretion. Each alert has different options available, and you may be asked to select from among these options upon activation of your alerts service.

Electronic alerts will be sent to the email address you have provided. If your email address changes, you are responsible for informing us of that change. You can also choose to have alerts sent to a mobile device that accepts text messages. If you choose this option, you acknowledge that standard text messaging and data rates may apply depending on your mobile service provider contract and such costs will be at your sole expense. Changes to your email address or mobile number will apply to all of your alerts.

Because alerts are not encrypted, we will never include your passcode. However, alerts may include your User ID and additional information required for us to verify your account. Anyone with access to your email will be able to view the content of these alerts. At any time you may disable future alerts.

Alert Disclaimer

You understand and agree that any alerts provided to you through the Service may be delayed or prevented by a variety of factors. Northpointe does its best to provide alerts in a timely manner with accurate information. However, we neither guarantee the delivery nor the accuracy of the content of any alert. You also agree that Northpointe shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

Rights You Grant to Us

By submitting your Registration Information, materials and other content to Northpointe through the Service, you are licensing that content to Northpointe solely for the purpose of providing the Service. Northpointe may use and store the content, but only to provide the Service to you and those parties authorized by you to receive the content submitted by you. By submitting this content to Northpointe, you represent that you are entitled to submit it to Northpointe for use for this purpose, without any obligation by Northpointe to pay any fees and without any limitations.

Intellectual Property Rights

The works of authorship and contents of the Sites, including their "look and feel" (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including html-based computer programs) and other material ("Content"), are protected under both United States and other applicable copyright, trademark and other laws. The Content is either owned by or licensed to Northpointe by other advertisers (collectively "Third Party Providers") identified on the Sites. Northpointe grants you the right to view and use the Sites subject to these terms. You may download or print a copy of information provided on the Sites for your personal, internal and non-commercial use only so long as you do not remove any copyright or other notice that may appear in the downloaded or printed information. Any distribution, reprint, republication, transmission or electronic reproduction of any Content from the Sites, in whole or in part, for any other purpose is expressly prohibited without our prior written consent.

Except where ownership may reside with a Third Party Provider, Northpointe retains title and all intellectual property rights (including, without limitation, patent, copyright, trademark, service mark and trade secret rights), in and to the Sites, all information, resources, content, tools, services and other features thereon, all our business methods and processes, all modifications, improvements, enhancements and new functionalities added to any of the foregoing. Except for the access and use privileges that we specifically grant to you in and subject to these Terms of Use, nothing shall be deemed to grant you any right, title, interest or license in or to any of the foregoing.

Disclaimer of Warranties

All content, including software, services and products, information, text and related graphics associated with the Sites or provided through the Service (whether or not sponsored) are provided to you on an "as-is" and "as-available" basis. Neither Northpointe nor any third party provider makes any representations or warranties of any kind, express or implied, as to the content, information, materials included on the Sites or operation of the Sites or of the Service. You expressly agree that your use of the Sites and Service is at your sole risk.

Northpointe makes no representations, warranties or guarantees, express or implied, regarding the accuracy, suitability, reliability or completeness of the content on the Sites or the Service (whether or not sponsored), and expressly disclaims any warranties of non-infringement or fitness for a particular purpose. Northpointe makes no representation, warranty or guarantee that the content that may be available through the Service is free of error, infection from any viruses or other code or computer programming routines that contain contaminating or destructive properties or that are intended to damage, surreptitiously intercept or expropriate any system, data or personal information. Northpointe is not responsible for any failures caused by server errors, misdirected or redirected transmissions or failed Internet connections.

Limitation on Liability

Northpointe shall in no event be responsible or liable to you or to any third party, whether in breach of contract, warranty, tort (including negligence) or otherwise, even if foreseeable, for any indirect, special, incidental, consequential, exemplary, liquidated or punitive damages, including but not limited to loss of profit, revenue or business, personal injury, pain and suffering, emotional distress, loss of use or goodwill, loss of anticipated savings, or loss of data, arising in whole or in part from your access to the Sites or your use of or inability to use the Service or Sites or any portion thereof, even if Northpointe has been advised of the possibility of such damages. If you are dissatisfied with any aspect of our Site or the Services, your sole and exclusive remedy is to discontinue access and use. You may have other rights which may vary from state to state.

Links from the Sites

If the Sites contain links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Sites, you do so entirely at your own risk and subject to the terms and conditions of use for each website.

Geographic Restrictions

Northpointe, the owner of the Sites and Service, is based in the State of Michigan in the United States. We provide the Sites and Service for use only by persons located in the United States. We make no claims that the Sites, any of their content, or the Service is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Sites or Service from outside the United States, you do so entirely at your own risk, on your own initiative and you are responsible for compliance with local laws.

Indemnification

You shall defend, indemnify and hold harmless Northpointe and its parent corporation, officers, directors, shareholders, employees, agents, and affiliates from and against all claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including but not limited to reasonable attorneys', expert

witness fees and litigation costs, brought by third parties as a result of: (a) your breach of this Agreement; (b) your violation of any applicable laws or regulations or of the rights of a third party; (c) your use of the Sites or Service, or (d) your use of any information obtained from the Sites or Service. Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone using the Sites or the Service. YOU WAIVE AND HOLD HARMLESS NORTHPOINTE AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY NORTHPOINTE OR ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER NORTHPOINTE OR LAW ENFORCEMENT AUTHORITIES.

Termination

This Agreement will continue to apply until terminated by either you or Northpointe as set out below. If you want to terminate this Agreement, you may do so by closing your online account. Upon termination of this Agreement by either you or Northpointe, all of your rights under this Agreement will also terminate immediately. Northpointe also reserves the right to terminate this Agreement at any time and without prior notice to you in the event any of the following occur:

- a. You have breached any provision of this Agreement (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of this Agreement);
- b. Northpointe, in its sole discretion, (i) believes it is required to do so by law (for example, where the provision of the Service to you is, or becomes, unlawful), or (ii) believes that your actions may cause legal liability to Northpointe, our other users or yourself.
- c. Northpointe, in its sole discretion, determines to inactivate the Sites and/or any portion thereof, including any Service available through the Sites, for any reason with or without cause.

Governing Law and Forum; Limitation of Actions

This Agreement, and your relationship with Northpointe under this Agreement, shall be governed by the laws of the State of Michigan without regard to its conflict or choice of law provisions. Any dispute with Northpointe, or its officers, directors, shareholders, employees, agents or affiliates, arising under or in relation to this Agreement, shall be resolved solely and exclusively in the state or federal courts located in the State of Michigan, County of Kent, except with respect to imminent harm requiring temporary or preliminary injunctive relief in which case Northpointe may seek such relief in any court with jurisdiction over the parties. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. You understand that, in return for your agreement to this provision, Northpointe is able to offer the Service at the terms designated, without charge to you, and that your assent to this provision is an indispensable consideration to this Agreement. **To the extent permitted by applicable law, any claim or cause of action arising from or relating to your use of the Sites or Service must be brought within one (1) year from the date on which such claim or action arose or accrued.**

Waiver and Severability

No waiver by Northpointe of any term or condition set out in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Northpointe to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision.

If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Agreement will continue in full force and effect.

Class Action and Jury Trial Waiver

You and Northpointe both agree, to the fullest extent allowed by federal or state law, that:

- a) Claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including but not limited to reasonable attorneys' fees, expert witness fees and litigation costs will not under any circumstances be pursued in class action proceedings;

- b) Northpointe waives the right to bring or to participate in class action proceedings against you; and
- c) You waive the right to bring or to participate in class action proceedings against Northpointe.

You also acknowledge and agree that, to the extent permitted by applicable law, and acknowledging that the consequences of said waiver are fully understood, you expressly waive the right to trial by jury in respect to any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including but not limited to reasonable attorney's and accounting fees, that arise out of this Agreement or your use of the Sites and Service.

Electronic Consent

CONSENT TO RECEIVE ELECTRONIC DISCLOSURES, NOTICES, AND ACCOUNT STATEMENTS

Consumer Disclosure

From time to time, Northpointe Bank (we, us or Company) may be required by law to provide to you certain written account statements, notices or disclosures ("required documents"). Described below are the terms and conditions for providing to you such required documents electronically through any electronic document system we may use. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' box below the link to this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents relating to your loan application that we send to you electronically. A signing session begins when you select the document link provided via email, and concludes when you have viewed, signed, or otherwise completed or closed the program. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive required documents from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required documents only in paper format. How you must inform us of your decision to receive future required documents in paper format and withdraw your consent to receive required documents electronically is described below.

Consequences of changing your mind

If you elect to receive required documents only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required documents to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper documents. To indicate to us that you are changing your mind, you must withdraw your consent by contacting our support team by phone at (888) 672-5626 or by email at support@northpointe.com. This will indicate to us that you have withdrawn your consent to receive required documents electronically from us and you will no longer be able to receive required documents and consents electronically from us or to electronically sign documents from us.

All required documents and account statements will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you all required account statements, notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any required document, we prefer to provide all of the required documents to you by the same method and to the same address that you have given us. Thus, you can receive all the required documents

electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the required documents electronically from us.

How to contact us:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive required documents electronically as follows: To contact us by email, send messages to: support@northpointe.com To contact us by phone, call Northpointe Customer Service at (888) 672-5626

To advise us of your new e-mail address:

To let us know of a change in your e-mail address where we should send required documents or bank account statements electronically to you, you must send an email message to us at support@northpointe.com and in the body of such request, you must state: your previous e-mail address and your new e-mail address. We may require other information from you to confirm your identity before changing your email address.

To request paper copies from us:

To request delivery from us of paper copies of the required documents and bank account statements previously provided by us to you electronically, you must send us an e-mail to support@northpointe.com and in the body of such request, you must state your e-mail address, full name, US Postal address, and telephone number.

To withdraw your consent with us:

To inform us that you no longer want to receive future required documents or bank account statements in electronic format you may: send us an e-mail to support@northpointe.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

Browsers:

- Internet Explorer (Windows Only) 8.0 or above – compatibility mode is supported only for 9.0 and above.
- Windows Edge Current Version
- Mozilla Firefox Current Version
- Safari (Mac OS only) 6.2 or above
- Google Chrome Current Version

Mobile Signing:

- Apple iOS 7.0 or above
- Android 4.0 or above

Enabled Security Settings: Allow per session cookies

Recommended Screen Resolution: 1024 x 768

PDF Reader: Acrobat Reader or similar software might be required to view and PDF files.

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic required documents that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your

future reference and access. Further, if you consent to receiving required documents exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' box below the link to this document.

By accepting this disclosure, I confirm that:

- I can access and read this Electronic CONSENT TO RECEIVE ELECTRONIC DISCLOSURES AND NOTICES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Northpointe Bank as described above, I consent to receive from you exclusively through electronic means all account statements, notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Northpointe Bank during the course of my relationship with you.

General Conditions

You agree that if Northpointe does not exercise or enforce any legal right or remedy which is contained in the Agreement (or which Northpointe has the benefit of under any applicable law), any action or inaction will not operate as a formal waiver of Northpointe's rights. Northpointe expressly reserves all rights or remedies under the Agreement and as provided by applicable federal, state or local law.

All covenants, agreements, representations and warranties made in this Agreement shall survive your acceptance of this Agreement and the termination of this Agreement.

You acknowledge that you have read this Agreement, understand it and will be bound by its terms and conditions. You further acknowledge that this Agreement represents the complete and exclusive statement of the Agreement between us and that it supersedes any proposal or prior agreement, oral or written statements or discussions, and any other communications between us relating to the subject matter of this Agreement.

You accept these Terms of Use: (i) by choosing the "Accept" button at the bottom of this screen; (ii) each time you log-on to the Sites using your Registration Information; or (iii) if you take any other action after having been notified that it will constitute your consent or agreement.