



At Community Financial Members Federal Credit Union we promise to keep your information private. We provide you with this online banking disclosure for your information and reference.

This Online Banking Agreement and Disclosure ("Agreement") is the contract that covers your and our rights and responsibilities concerning the Online Banking services offered to you by Community Financial. The Online Banking service permits you to electronically initiate account transactions involving your accounts and communicate with the Financial Institution. In this Agreement, the words "you", "your" and "yours" mean those who request and use Online Banking, any joint owners of accounts accessed under this Agreement or any person authorized by you to use your Online Banking account. The words "we," "us," and "our" mean the Financial Institution. The word "account" means any one or more accounts you have with Community Financial. By using the Online Banking service, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

The terms of this Agreement are in addition to the terms of any deposit or loan account agreements you have with us, including the Signature Card, Rate and Fee Schedule, Funds Availability Disclosure, and any change of terms notices.

ONLINE BANKING SERVICE

Account Access. Any member in good standing may use a personal computer to access their accounts. There is no limit to the number of accounts you will be able to access using the Online Banking service. You must use your Username and Password to access your accounts. You should keep your Password in a secure location. Any person having access to your Password will be able to access your accounts through our Online Banking service and perform all transactions, including reviewing account information and making transfers to other accounts and authorize bill payments. The Online Banking service is accessible seven (7) days a week, twenty-four (24) hours a day, except that the service may be inaccessible for a reasonable period on a periodic basis for system maintenance. In addition to the reasons set forth below, we may modify, suspend, or terminate access to your Online Banking service at any time and for any reason without notice or refund of fees you've paid.

Equipment Requirements. You will need a personal computer, direct dial modem, a web browser with 128 bit encryption and access to the Internet (World Wide Web). You are responsible for the installation, maintenance and operation of your home computer, modem and software. We will not be responsible for any errors or failures involving any telephone service, Internet service, software installation or malfunctions of your home computer and related equipment.

Types of Transactions

You may use the Online Banking service to access your accounts and perform the following functions:

- Review account balance and transaction history for your accounts. Including checks that have cleared and deposits credited.
- View checks that have cleared your account.
- Transfer funds between certain accounts within one account number.
- Conduct cross account transfers to per-determined accounts.
- Make loan or MasterCard payments.

- Request a withdrawal from your accounts by check mailed to you at your statement address.
- Download your account information to financial management software programs.
- Make bill payments to an individual or business (payee), review bill payment history and make scheduled bill payment changes.
- Communicate with us via secured e-mail.
- Obtain savings and loan rates.
- Apply for a loan or open a deposit account
- Order copies of past statements.
- Other Additional Transactions that we may add to the service from time to time.
- E-alerts
- Electronic Funds Transfer Financial to Financial.

Transactions involving your deposit accounts and loans will be subject to the terms of your account agreement and disclosures and transactions involving a line of credit account will be subject to your loan agreement and disclosures, as applicable.

Service Limitations

The following limitations on Online Banking service transactions may apply in using the services listed above:

1. Transfers. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer. Please note, transfers made after 3:00 p.m. Monday through Friday, will be posted the following business day.
2. We reserve the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.
3. Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.
4. Bill Payments. When you sign up for the bill payment service you will need to designate a personal checking account with us as your bill payment account. You will also need to agree to our Bill Payment Agreement that governs these transactions.

SECURITY OF ACCESS CODE

The Password issued to you is for your security purposes. The Password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your Password. You agree not to disclose or otherwise make your Password available to anyone not authorized to sign on your accounts. If you authorize anyone to use your Password, that authority shall continue until you specifically revoke such authority by notifying us. If you fail to maintain the security of your Password and we suffer a loss, we may terminate your Online Banking and account services immediately.

LIABILITY FOR UNAUTHORIZED ACCESS

You are responsible for all transfers and bill payments you authorize under this Agreement. If you permit other persons to use the Online Banking service or your Password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your

Password or has accessed your accounts through Online Banking without your authorization. Telephoning is the best way of keeping your possible losses down. Call 1-877-937-2328 immediately.

If you tell us within two (2) business days, you can lose not more than fifty dollars (\$50.00) if someone accesses your accounts without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or access code, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as five hundred dollars (\$500.00).

In any event your liability for unauthorized line of credit transactions through Online Banking is fifty dollars (\$50.00).

Also, if your statement shows Online Banking transfers that you did not make, tell us immediately.

If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty days (60) if we can prove that we could have stopped someone from making the transfers if you had told us in time.

If you believe that someone has used your access code or has transferred or may transfer money from your account without your permission, call us at: 1-877-937-2328

BUSINESS DAYS

Our business days are Monday through Saturday.

FEES AND CHARGES

There are no fees charged for Online Banking services as set forth on our Rate and Fee Schedule. There may be a charge for Bill Pay depending on your account activity. From time to time, the charges may be changed. We will notify you of any changes as required by law. If you request a transfer or check withdrawal from your line of credit account, such transactions will be subject to charges under the terms and conditions of your loan agreement.

PERIODIC STATEMENTS

Transfers, withdrawals, and bill pay transacted through e- Banking will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

ACCOUNT INFORMATION DISCLOSURE

We will disclose information to third parties about your account or the transfers you make: As necessary to complete transfers and bill payments; to verify the existence of sufficient funds to cover specific transactions upon the request of a payee or a third party, such as a credit bureau or merchant; to comply with government agency or court orders; if you give us your written permission.

FINANCIAL INSTITUTION'S LIABILITY FOR FAILURE TO MAKE TRANSFERS

- If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you and the instructions you transmit, we will be liable for your actual losses or damages. However, we will not be liable:

- If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit, if applicable.
- If you used the wrong Password or you have not properly followed any applicable computer, internet access, or our user instructions for making transfer and bill payment transactions.
- If your computer fails or malfunctions or the e- Banking service was not properly working and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If you have not given us complete, correct and current instructions so the Financial Institution can process a transfer or bill payment.
- If the error was caused by a system beyond our control, such as your Internet Service Provider.
- If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due.
- If we make a timely bill payment but the payee nevertheless does not credit your payment promptly after receipt.
- If there are other exceptions as established by us from time to time.

TERMINATION OF ONLINE BANKING SERVICES

You agree that we may terminate this Agreement and your use of the Online Banking services if you or any authorized user of your account or access code breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your account or access code.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination. If you terminate, you authorize to continue making transfers and bill payments you have previously authorized until such time as we have had a reasonable opportunity to act upon your notice of termination. If we terminate this service, we reserve the right to make no further transfers or bill payments you have authorized.

CHANGE IN TERMS AND NOTICES

We reserve the right to change the terms and conditions upon which this service is offered. We may add, delete or amend terms, conditions and other provisions, fees, charges, or other terms described in this Agreement. We will send you a notice to the postal address provided by you and/or send notice to your E-mail address, as requested by you, at least twenty one (21) days before the effective date of any change, as required by law. Use of the Online Banking service is subject to existing terms and regulations governing your accounts and any future changes to those terms or regulations.

BILLING ERRORS

In case of errors or questions about your Online Banking transactions, telephone us at (877) 937-2328 or write to us at P. O. BOX 8050, Plymouth MI, 48170-8050 as soon as you can.

We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

Include in your letter: your name and account number, a describe of the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us documentation, such as receipts, within ten (10) calendar days. We will determine whether an error occurred within ten (10) business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the funds during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

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 call you with a verbal explanation. You may ask for copies of the documents that we used in our investigation.

If a notice of error involves an electronic fund transfer it will be handled in accordance with our Electronic Funds Disclosure. In that if it occurred within thirty (30) days after the first deposit to the account was made, the applicable time periods for action shall be twenty (20) business days in place of ten (10) business days. If a notice of error involves an electronic fund transfer that was initiated in a foreign country or occurred within thirty (30) days after the first deposit to the account was made, the applicable time period for action shall be ninety (90) calendar days in place of forty five (45) calendar days.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

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.

ASSIGNMENT

We reserve the right to assign our rights and delegate our duties under this Agreement to a company affiliated with us or any other company.

ENFORCEMENT

You agree to be liable to us for any liability, loss, or expense as provided in this Agreement that we incur as a result of any dispute involving your accounts or services. You authorize us to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the

prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the state of Michigan where you opened your account, and the Bylaws of the Credit Union as they now exist or may be hereafter amended. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of this Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement between us.

If you feel that we have violated the Michigan Electronic Funds Transfer Act you may notify: Financial Institution Bureau, Banking Division, Box 30224, Lansing, MI 48909.

If you believe that any provision of the Electronic Funds Transfer Act has been violated you should notify the National Credit Union Administration, Division of Supervision at 9 Washington Square Washington Ave, Albany, NY 12205.