



This Online and Mobile Banking Agreement and Disclosure ("Agreement") provides information about and states the terms and conditions for the online and mobile products and services offered by Community Financial (the "Credit Union") and its third-party licensors/service providers ("Service Providers"). This Agreement shall be an addendum to the existing Electronic Funds Transfer Agreement and Disclosure that you have previously entered into with the Credit Union and which you may access by clicking [here](#).

The terms and conditions of your Agreements and Disclosures, as well as any loan agreements or other agreements with the Credit Union ("Related Agreements"), shall remain in full force and effect notwithstanding any provision in this Agreement to the contrary. In the event of an inconsistency between this Agreement and any of the Related Agreements, this Agreement shall control to the extent of the inconsistency.

In this Agreement, the words "you" and "yours" mean those who request and use any of the online and mobile products and services offered by the Credit Union and its Licensors; as well as any joint owners of accounts accessed under this Agreement, and/or any person authorized by you to use our online and mobile products and services. In this Agreement the words "we" and "us" and "our" and "ours" mean Community Financial. The word "account(s)" means any one or more savings, checking, and loan accounts you have with the Credit Union.

By making a request for or using the online or mobile products or services that we offer or may offer to you in the future (collectively, "Electronic Services"), you agree to the terms and conditions of this Agreement, and to any amendments to this Agreement as may be made from time to time. The terms of this Agreement apply to both consumer and business members, except as specifically provided in this Agreement.

1. ACCESS TO ACCOUNTS

Any member in good standing may use a personal computer or mobile device to access their accounts. By enrolling in or using our Electronic Services, you certify you are an owner, joint owner or custodian on the account(s) represented in your enrollment.

- a. Access to Electronic Services is set at an individual level. Owners, joint owners, and custodians on the accounts should register using their own unique information to create unique login credentials. Except as expressly provided in Section 1(b) below, you understand that all owners of your accounts or anyone with whom you share your username, password, or any access code ("Credentials"), will be deemed an authorized user; and that authority will be considered unlimited in amount and manner with full authority to perform all transactions relating to the stated accounts, unless and until you notify the Credit Union, in writing, of the revocation of such authority. You agree that you are and will remain fully responsible for any transactions made by such persons on your accounts, except transactions that occur after the Credit Union has been notified of any revocation of authority and has had a reasonable opportunity to act upon such notice.

Once enrolled, you will have access to Electronic Services that are accessible seven (7) days a week, twenty-four (24) hours a day, unless an emergency exists or scheduled system maintenance is being performed. In the event the Electronic Services will not be available for any extended period of time, a notice will be posted on our website informing you of such unavailability.

- b. If you maintain a non-consumer business account(s) with the Credit Union, you have the option of setting up specific permissions within your business account(s) to permit authorized sub-users designated by you to have limited access to your business account(s) without granting those designated sub-users transaction privileges to your account(s). From within the online and mobile banking platform, you may designate authorized sub-users and assign to them such level of account access and permissions as you elect, and as may be available within the platform's functionality. Your designation of an authorized sub-user will generate an e-mail to the designated authorized sub-user, instructing them to create their own Community Financial eServices Credentials, which they may then use to access your account(s) within the permissions set by you. Your grant of permission and authority to a designated authorized sub-user shall remain in effect until terminated by you by your removal of the permissions within the online and mobile banking platform. When granting permission to designated authorized sub-users, you assume full and complete responsibility and liability for any and all activities initiated on your account(s) under the designated authorized sub-user's Credentials. Community Financial shall have no liability to you or any third party with respect to any action initiated under the Credentials of any designated authorized sub-user, and you expressly agreed to hold Community Financial harmless in connection with same.

NOTICE: EXCEPT AS EXPRESSLY PROVIDED IN SECTION 1(b), ANYONE WHO HAS REMOTE ACCOUNT ACCESS INFORMATION TO YOUR ACCOUNT MAY HAVE ACCESS TO ALL SUBACCOUNTS REGARDLESS OF THE OWNERSHIP OF THE SUBACCOUNTS.

2. RELATIONSHIP TO OTHER AGREEMENTS

You agree that when you use the Electronic Services, you will remain subject to the terms and conditions of the Related Agreements, as well as the terms and conditions of your agreements with your service providers, including service carriers or providers ("Other Agreements"). This Agreement does not amend or supersede any of those agreements. You understand that except as expressly set forth herein, this Agreement does not amend or supersede any of the Related Agreements or Other Agreements. You understand that the Related Agreements and/or Other Agreements may provide for fees, limitations, and restrictions which may impact your use of Online Banking, and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree to resolve any problems with your service carriers or providers without involving us. You also agree that if you have any problems with Online Banking, you will contact us directly.

3. USE OF ONLINE BANKING SERVICES

You may use online banking to manage your accounts and perform transactions and account maintenance. Services available through online banking include, but are not limited to, the services listed below. The Credit Union, from time to time, may add, delete, or enhance these service offerings:

- Review account balance and transaction history for your accounts, including checks that have cleared, deposits credited, and pending transactions
- Transfer funds between certain accounts within one account number

- Conduct account transfers to other credit union accounts
- Make loan or MasterCard payments
- Schedule future or recurring transfers and/or payments
- External Transfers to non-Community Financial accounts you own
- 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 a secured message center
- Open a new sub-account
- Apply for a loan or open a deposit account
- Retrieve and review eStatements and eNotices

4. USE OF MOBILE BANKING SERVICES

Mobile Banking is a personal financial account management Service that allows you to view your account balances and recent account activity, and conduct certain transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices. Mobile Banking means Mobile Application Banking (“Mobile App”). At present, you may use mobile banking to perform the following functions:

At present, you may use mobile banking to perform the same functions as online banking, with the addition of Remote Deposit Capture (RDC). We may add services and features from time to time. By accepting this agreement now and installing and using the mobile app updates, you agree that these terms and conditions apply to future mobile app services.

- Obtaining the Mobile App. **For Android™:** you must download the free Community Financial Mobile® App from the Google Play Store and enroll in Community Financial Mobile Banking. **For iPhone® and iPad®:** you must download the free Community Financial App from the App Store and enroll in Community Financial Mobile Banking. **Windows:** Not all Mobile Banking App features may be available on all mobile devices or with all operating systems. Availability depends on your device’s operating system and capabilities (such as a notification system or a built-in camera).

5. ALERTS

Alerts are a tool for managing your accounts. Alerts can be established in online and mobile banking to provide account information via email or text. Alerts include but are not limited to: deposit account available balance, loan payment due date, certificate maturity date, check clearing, and debit card transactions. However, do not rely solely on Alerts for account information. Although we make every effort to ensure Alerts are delivered as expected, there are conditions that may make the Alerts unreliable such as, but not limited to: spam filters, relay detectors, inaccurate or obsolete email addresses, network or system failures, etc. Alerts are designed to give you timely notice of specific events, but it may not always provide immediate notice. Balances shown on Alerts reflect your available balance, not your actual account balances. We recommend that the Alert service be tested prior to regular use to identify any limiting conditions that may be present. We do not guarantee the delivery of any account alert. Text and data fees may apply when using this service on your mobile device.

Your use of Alerts is at your own risk. Under no circumstances shall we or our Service Providers be liable for any type of damage, including fees resulting in any way from your use or reliance upon the Alerts Service or the contents of specific Alerts. Neither we nor our Service Providers assume any responsibility for the timeliness, accuracy, reliability, deletion, misdelivery or completeness of any Alerts we may send you. You agree that neither we nor our Service Providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information, you agree to contact us by phone directly or by accessing online or mobile banking.

- a. **Alerts by text.** We do not charge for Text Alerts. However, your mobile service provider may charge for sending and receiving text messages on your mobile phone. Check with your service provider for details on specific fees and charges that may apply. The following terms and conditions apply to your use of the Text Alerts.
- You agree to provide Community Financial with a valid mobile phone number. You agree to indemnify, defend, and hold us harmless from any third-party claims, liability, damages, or costs arising from you providing us with a phone number that is not your own.
 - You agree that we may send you text messages through your wireless provider and that you are responsible for all charges and fees associated with text messaging imposed by your wireless service provider.
 - You agree to notify us immediately of any changes to your registered device. In case of unauthorized access to your device, you agree to cancel the enrollment associated with the device immediately.
 - If you use any location-based feature of Mobile Banking you agree that your geographic location and other personal information may be accessed and disclosed through Mobile Banking. If you wish to revoke access to such information you must cease using location-based features of Mobile Banking.

6. ePAY, BILL PAY SERVICES ADDITIONAL TERMS

The Credit Union offers Bill Pay Services called ePay through a Service Provider. All of the terms and conditions set forth in this Agreement apply to Bill Pay. To apply for and enroll in our ePay Service, you must agree to additional terms and conditions of service. You may review those additional terms and conditions of service by clicking [here](#).

7. EXTERNAL ACCOUNT TRANSFERS ADDITIONAL TERMS

The Credit Union offers External Account Transfers through a Service Provider. External Transfers send funds electronically to/from non-Community Financial accounts you own and have transactional access to. All of the terms and conditions set forth in this Agreement apply to the External Account Transfer service. You will be presented, and must agree to, additional terms and conditions of service. You may review those additional terms and conditions of service by clicking [here](#).

8. REMOTE DEPOSIT CAPTURE (RDC) ADDITIONAL TERMS

The Credit Union offers an online deposit service (“Mobile Deposit”) through a Service Provider. Mobile Deposit permits you to make deposits to your accounts using compatible and supported mobile phones and/or other compatible and supported mobile devices. All of the terms and conditions set forth in this Agreement apply to Mobile Deposit. You will be presented, and must agree to, additional terms and conditions of service. You may review those additional terms and conditions of service by clicking [here](#).

9. EXTERNAL LOAN BALANCE TRANSFER ADDITIONAL TERMS

The Credit Union offers a digital service whereby you can ask to have the outstanding balance on a non-CFCU loan transferred to your Community Financial line of credit (Mastercard or Home Equity Line of Credit). This service is offered through a Service Provider. All of the terms and conditions set forth in this Agreement apply to External Loan Balance Transfers. In addition, to use the External Loan Balance Transfers service, you must agree to additional terms and conditions of service. You may review those additional terms and conditions of service by clicking [here](#).

10. MY \$ MANAGER, PERSONAL FINANCIAL MANAGER TOOL (PFM).

The Credit Union offers a service whereby you can link external accounts, set and review budgets/goals, and track cashflow. This service is offered through a Service Provider. All of the terms and conditions set forth in this Agreement apply to PFM.

11. YOUR REPRESENTATIONS AND WARRANTIES

- a. You represent that you are the legal owner of the accounts and other financial information which may be accessed via the Electronic Services. You represent and agree that all information you provide to us in connection with your use of the Electronic Services is accurate, current, and complete, and that you have the right to provide such information to us. You agree that you will not misrepresent your identity or your account information. You agree to keep your account information up-to-date and accurate. You authorize us to debit your account for any transactions processed through Online Banking, and for any fees incurred. You authorize us to initiate any reversing entry or reversing file, and to debit your accounts at the Credit Union or elsewhere, in order to correct any erroneous transaction. You agree to cooperate with any action to reverse a transaction that was made in error and to offset any benefit you receive against any loss we suffer.
- b. You represent and warrant that you will not copy, reproduce, distribute, or create derivative works from the Electronic Services technology. You further represent and warrant that you will not reverse engineer or reverse compile any Electronic Services technology, including but not limited to, any software or other mobile phone applications associated with the Electronic Services. You agree not to use the Electronic Services or the content or information delivered through the Electronic Services in any way that would infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, under the laws of any jurisdiction, including any rights in the Electronic Services software.
- c. You represent and warrant that all transactions that you initiate by use of the Electronic Services are legal in the jurisdiction where you live and/or where the transaction occurred. You represent and warrant that you will not use the Electronic Services for any illegal or unlawful transaction, including but not limited to: (a) false, misleading, inaccurate and/or fraudulent transactions or those that involve the sale of counterfeit or stolen items; (b) the use of online or mobile access to impersonate another person or entity; (c) violation of any law, statute, ordinance or regulation (including but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (e) potentially be perceived as illegal, offensive or objectionable; (f) interfere with or disrupt computer networks connected to Online Banking; (g) interfere with or disrupt the use of the Electronic Services by any other user; or (h) use the

Electronic Services in such a manner as to gain unauthorized entry or access to the computer systems of others. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Electronic services, regardless of the purpose of the use, and for all communications you sent through the Electronic Services. You acknowledge and agree that we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. We and our Service Providers have the right, but not the obligation, to monitor and remove communications content that we find in our sole discretion to be objectionable in any way.

- d. You represent and warrant that you will not use the Electronic Services for communications or activities that: (a) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) impose an unreasonable or disproportionately large load on our infrastructure; (f) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (g) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Electronic Service or the portion of the website through which the Electronic Services are offered without our prior written permission; (h) constitute use of any device, software or routine to bypass technology protecting the Site or Electronic Service, or interfere or attempt to interfere, with the website or the Electronic Services; or (i) may cause us or our Service Providers to lose any of the services from our internet Service Providers, payment processors, or other vendors.
- e. You agree that the Electronic Services are for personal use only. You agree not to resell or make commercial use of the Electronic Services.
- f. You agree that our Service Providers (including any provider of software) may rely upon your agreements and representations, set forth in this subsection, and such Service Providers are, for the purposes of this subsection, third-party beneficiaries with the power to enforce those provisions against you, as applicable.

12. SECURITY

- a. **Security of Credentials.** Any Credentials that you select are for your security. Your Credentials are confidential and should not be disclosed to third parties or recorded. You are responsible for the safekeeping your Credentials. You agree not to disclose or otherwise make your Credentials available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your Credentials, you understand that person may use the Electronic Services to review all of your account information and make account transactions. Also, you are responsible for all bill payments, transfers, or other transactions you authorize using the Electronic Services. Therefore, we are entitled to act on transaction instructions received using your Credentials and you agree that the use of your password and/or credentials will have the same effect as your signature authorizing transactions. For anyone you authorize to use your Credentials in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your Credentials immediately. You are responsible for any transactions made by such persons until you notify us that

transactions and access by that person are no longer authorized and your Credentials are changed. If you fail to maintain or change the security of your Credentials and the Credit Union suffers a loss, we may terminate your ability to use the Electronic Services immediately.

- b. **Joint Accounts.** If any of the accounts that you register in the Electronic Services is a joint account, you represent that your joint account holder has consented for you to use that account. We will terminate your use of any Electronic Services if any joint account holder notifies us that (i) the joint account can no longer be operated on your instructions alone, or (ii) they are withdrawing consent for you to operate the joint account.

13. SERVICE LIMITATIONS AND REQUIREMENTS

The following limitations and requirements may apply to your use of Electronic Services transactions.

- a. **Transfers.** At the present time, it is the Credit Union's policy to permit you to 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, except as may be limited by the Credit Union. Please contact the Credit Union for information regarding these limits. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits. Please note, transfers made after 3:00 p.m. Monday through Friday, will be posted the following business day. External Transfers will adhere to the rules disclosed on screen.
- b. **Available Balance.** The Credit Union reserves the right to refuse any transaction that would draw upon insufficient available funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. For information on how we calculate your available balance, please refer to the "Your Liability for Overdrafts" section of the Account Agreement and Disclosure.
- c. **Account Information.** The actual and available account balances and transaction history may be limited to recent account information. Availability of funds for transfer or withdrawal may be limited due to the processing time required for debit card transactions and our Funds Availability Policy. For information on how we calculate your actual and available account balances, please refer to the "your Liability for Overdrafts" section of your Account Agreement and Disclosures.
- d. **Email.** You may use email to send messages to us. Email may not, however, be used to initiate a transfer on your account(s). The Credit Union may not immediately receive email communications sent by you; therefore, the Credit Union will not act **based on email requests until we receive your email and have had a reasonable opportunity to act. You should refrain from sending confidential account or personal information through a non-secure email connection. Also, Community Financial will not send emails requesting personal or account information.** Contact the Credit Union immediately regarding any unauthorized transaction or stop payment request by calling Community Financial's Member Service Center at (877) 9372328.

14. PERIODIC STATEMENTS; YOUR LIABILITY

You will not receive a separate statement regarding transactions you complete via the Electronic Services. All transactions will appear on the periodic statement for the account(s) that have been

accessed and transactions performed via the Electronic Services. It is your responsibility to promptly examine each periodic statement carefully and reconcile the account. If there are any discrepancies, errors or other items that you have questions about, you should notify us immediately by calling Community Financial's Member Service Center at (877) 937-2328. Except as expressly provided for elsewhere or by applicable law, you have the responsibility for any fraud loss if you fail to exercise reasonable care in examining the statement and account information or fail to report discrepancies, errors, forgeries, alterations, or other items that you question to the Credit Union within 60 days of the information being made available to you for your review or the date of the periodic statement containing such items, whichever is later.

15. FEES AND CHARGES

The fees and charges for the Electronic Services are outlined in this Agreement and on the Fee Schedule. We may change our Fee Schedule at any time. If we make a change, you will be notified in writing as required by applicable law.

16. WARRANTY DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE EXTENT PERMITTED BY LAW, THE CREDIT UNION AND ITS THIRD-PARTY LICENSORS AND SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. NEITHER THE CREDIT UNION NOR ITS LICENSORS AND SERVICE PROVIDERS WARRANT THAT THE ELECTRONIC SERVICES WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR WILL MEET YOUR REQUIREMENTS. NEITHER THE CREDIT UNION NOR ITS LICENSORS MAKE ANY WARRANTY WHATSOEVER WITH RESPECT TO ANY THIRD-PARTY SOFTWARE, OR ANY HARDWARE OR OTHER MATERIALS NOT PROVIDED BY THE CREDIT UNION AND/OR ITS LICENSORS AND SERVICE PROVIDERS. NEITHER THE CREDIT UNION NOR ITS LICENSORS OR SERVICE PROVIDERS HAVE ANY OBLIGATION TO MAINTAIN OR SUPPORT THE ELECTRONIC SERVICES EXCEPT AS EXPRESSLY PROVIDED HEREIN.

17. LIMITATION OF LIABILITY

YOU AGREE THAT EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE ENTIRE LIABILITY OF THE CREDIT UNION AND/OR ITS LICENSORS AND SERVICE PROVIDERS IN ANY ACTION BASED IN CONTRACT, TORT, WARRANTY OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF YOUR ACTUAL DAMAGES OR \$100.00, WHICHEVER AMOUNT IS LESS. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY WILL THE CREDIT UNION, ITS LICENSORS, SERVICE PROVIDERS, OR THEIR SUPPLIERS OR RESELLERS, BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, BUSINESS INTERRUPTIONS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER PERSONAL OR COMMERCIAL DAMAGES OR LOSSES ARISING FROM THE USE OR INABILITY TO USE THE ELECTRONIC SERVICES (WHETHER OR NOT DUE TO DEFECTS THEREIN). IN NO EVENT WILL THE CREDIT UNION AND/OR ITS LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY DAMAGES EVEN IF THE CREDIT UNION AND/OR ITS LICENSORS AND SERVICE PROVIDERS SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM THE CREDIT UNION'S OR LICENSORS'/SERVICE PROVIDERS' NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION.

18. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless the Credit Union, its Licensors and Service Providers, their suppliers and their resellers from and against any liabilities, costs, damages, and expenses (including settlement costs and reasonable attorneys' fees) arising from any and all claims from any person or entity resulting from or relating to your use of the Electronic Services.

19. NOTICES TO YOU

You agree that we may provide notice to you by posting it on the website, sending you an in-product message within the Electronic Services, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Electronic Services setup or member profile. For example, users of Electronic Services may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting Community Financial's Member Service Center at (877) 937-2328; in writing to us at Community Financial, P.O. Box 8050, Plymouth, Michigan 48170-8050; via email at cumail@cfcu.org; or by visiting any Community Financial branch. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Electronic Services if you withdraw your consent to receive electronic communications.

20. TEXT MESSAGES, CALLS AND/OR EMAILS TO YOU

By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for account servicing and collection purposes (including identify verification). You acknowledge and agree that such telephone calls include but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents.

21. TERMINATION OF SERVICES

You agree that we may terminate this Agreement and the Electronic Services, if you, or any authorized user of the Electronic Services or your Credentials breach this Agreement or any of the Related Agreements; or if we have reason to believe that there has been an unauthorized use of your accounts or Credentials. In addition, we reserve the right to terminate the Electronic Services if you fail to use the Electronic Services for more than two consecutive months. 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 our receipt of your written notice. However, monthly fees, when applicable, will apply for any partial month with no prorating. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

22. ENFORCEMENT; ARBITRATION

- a. **Arbitration.** This Agreement is subject to the Resolution of Disputes by Arbitration provision of the Account Agreement and Disclosures.
- b. Except as may otherwise be provided in the Resolution of Disputes by Arbitration provision, you are liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you.
- c. This Agreement shall be governed by and construed under the laws of the state of Michigan as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. 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 to, subject to Michigan law, 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
- d. If you are in breach of this Agreement or any Related Agreement, or we suspect fraudulent activity on your account, we may, without prior notice, restrict access to your accounts or suspend your Electronic Services or access devices, including ATM or debit cards. Such restrictions may continue until you cure any breach, condition or any fraud condition is resolved.
- e. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.
- f. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

23. MISCELLANEOUS

- a. We reserve the right to change the terms and conditions upon which Electronic Services are offered. The Credit Union will notify you before the effective date of any change, as required by law. Use of Electronic Services is subject to existing regulations governing your Credit Union accounts and any future changes to those regulations.
- b. We reserve the right to modify the scope and functionality of the Electronic Services at any time. In the event of such changes or upgrades, you are responsible for making sure that you understand how to use the Electronic Services as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use the Electronic Services or any access device.

- c. We may offer the Electronic Services through one or more Service Providers with whom we have contracted. You agree that we have the right under this Agreement to delegate to our Service Providers certain rights and performance obligations that we have under this Agreement, and that our Service Providers will be intended third-party beneficiaries of this Agreement and will be entitled to the applicable rights and protections that this Agreement provides to us.
- d. All marks and logos related to the Electronic Services under this Agreement are either trademarks or registered trademarks of us or our licensors or Service Providers. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors or Service Providers. You may not copy, imitate, or use any of the above without our prior written consent. All right, title, and interest in and to the Electronic Services, the portion of the website through which the Electronic Services are offered, the technology related to the website and the Electronic Services, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors and Service Providers.
- e. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Electronic Services and the portion of the platforms through which the Electronic Services are offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us.
- f. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.
- g. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
- h. Any terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.