



Electronic Services Disclosure and Agreement

This Electronic Services Disclosure and Agreement (“Agreement”) sets forth the terms and conditions for the online and mobile products and services (“e-Services”) offered by 4Front Credit Union (the “Credit Union”) and its third-party licensors and service providers (collectively, “Service Providers”).

With respect to consumer accounts, this Agreement shall be an addendum to Electronic Fund Transfers Agreement and Disclosures that you received upon opening your account with the Credit Union and which you may access here: https://www.4frontcu.com/docs/default-source/default-document-library/membership-account-agreement-consumer.pdf?sfvrsn=79e080a3_6

With respect to business accounts, this Agreement shall supplement the Electronic Fund Transfer Services section of the Business Account Membership and Account Agreement that you received upon opening your account with the Credit Union which you may access here: https://www.4frontcu.com/docs/default-source/default-document-library/business/4front_business_account_agreement.pdf?Status=Temp&sfvrsn=c9893be0_3

The terms and conditions of your Membership and Account Agreement, disclosures, and any loan agreements or other agreements with the Credit Union (collectively, “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 Service Providers; 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 “Credit Union”, “we”, “us”, “our” and “ours” mean 4Front Credit Union. 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. Electronic Statements and Notices Disclosure

This section constitutes a consumer disclosure required by the Federal Electronic Signatures in Global and National Commerce Act ("E-Sign") in order for us to provide you with disclosures and make agreements with you electronically. By accepting this Agreement, you are agreeing to the following terms and conditions:

- a. You consent to the acceptance of notices, periodic statements, and disclosures by means of electronic delivery ("Electronic Communications").
- b. You understand and agree that you have a right to receive any required notices, periodic statements, and disclosures in paper form.
- c. You understand that you have the right to withdraw your consent, in which case you will no longer receive Electronic Communications and the Credit Union will communicate with you thereafter in paper form. You further understand and agree that in order to withdraw such consent you must provide the Credit Union with notice in writing at 4Front Credit Union, P.O. Box 795 Traverse City, MI 49685-0795, or through changing your preferences through your personal virtual banking account.
- d. Once you have provided your consent to receive Electronic Communications, you can still obtain paper copies of them by requesting such copies in writing or via e-mail as described above. You agree to pay a fee for paper copies of such documents; refer to the Credit Union's Fee Schedule for a list of fees.
- e. You must have an active email address. You agree to notify us immediately of any change in your e-mail address by updating your profile information via the Electronic Services, or by email as described above or in writing.
- f. To receive the Electronic Services, you must have access to:
 - Firefox 37.0.x + (Windows Vista SP2, Windows 7 SP1 or higher, MAC)
 - Google Chrome 42.0x+ (Windows Vista SP2, Windows 7 SP1 or higher, MAC)
 - Safari 7.1.5+ (MAC)

To ensure proper functionality of the Electronic Services, the following browser versions and settings are advised:

- The browser must be SSL 3.0 compatible. Version 9.x+ or higher of Internet Explorer satisfies this requirement.
- The browser must be configured with "accept cookies" enabled for the SSL security feature to work. This feature is typically managed in the browser's setup properties.
- Ensure your browser has a cipher strength of 128-bit encryption.
- Popups are used to access eStatements, check images, and Bill Pay.

Adobe Reader software version 11.x+ is required to view eStatements. Add www.4frontcu.com to your trusted/allowed websites on your mobile device. For maximum security, always use the latest version of a browser.

- g. You agree that by accepting this Agreement, you have consented to the provisions of this disclosure. In the future, should we, by law or regulation, be permitted to deliver any additional

notices or disclosures to which you are besides those specifically listed herein, you agree to receive such notices or disclosures in electronic format sent to your last-known e-mail address.

- h. You understand and agree that you remain solely responsible to inform the Credit Union of all mailing address and e-mail address changes. You understand that your failure to maintain current address information with the Credit Union does not relieve you of any responsibilities that you have under this Agreement or any Related Agreement.

2. Account Access

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.

Once enrolled, you will have access to Electronic Services 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 web-site informing you of such unavailability.

a. Consumer Accounts. 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 subsection (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 their 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. Except as may otherwise be required by law, 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.

b. Business Accounts. 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 subusers designated by you to have only limited access to your business account(s) without granting those designated subusers access to all of your account information. From within the online mobile banking platform, you may designate authorized subusers 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 subuser will generate an e-mail to the designated authorized subuser, instructing them to create their own 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 subuser 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 subusers, you assume full and complete responsibility and liability for any and all activities initiated under the designated authorized subuser's Credentials. 4Front shall have no liability to you or any third party with respect to any action initiated under the Credentials of any designated authorized subuser, and you expressly agreed to hold 4Front Credit Union harmless in connection with same.

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

3. Protecting Your Credentials and Your Personal Information

The Credit Union and its Service Providers will **never** contact you via telephone, text, or email requesting your Credentials. If you are contacted by anyone requesting this information, you should refuse to provide it and contact the Credit Union immediately at 800.765.0110

In addition to protecting your Credentials, you should take precautions to protect your personal identification information, such as your driver's license, Social Security number and tax identification number. This information by itself or together with account information may allow unauthorized access to your accounts. You should treat your personal information with the same level of care that you would for your Credentials and your account information. You should also protect and properly secure all information and data stored in any personal computer or mobile device you use to access the Electronic Services.

4. 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 supersede the Other Agreements or the Related Agreements. You understand that the Related Agreements and/or Other Agreements may provide for fees, limitations, and restrictions which may impact your use of the Electronic Services, 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 the Electronic Services, you will contact us directly.

5. Use of Online Banking Services

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

- Obtain account/loan balance information
- Obtain loan payment due date and payoff information
- Obtain last dividend date and amount through account history
- Verify payments of specific checks
- Transfer funds from your Checking, Savings and/or Lines of Credit Accounts.
- Download transaction information to personal financial management software
- Make loan payments
- Pay bills through Online Bill Pay from your 4Front Credit Union Checking Account
- Perform an External Account Transfer to or from your 4Front Credit Union account to or from an account at another financial institution
- Other features as added

6. Use of Mobile Banking Services

4Front 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 through use of our mobile app.

At present, you may use mobile banking to perform the same functions as online banking, with the addition of Mobile Check Deposit. 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. In order to use 4Front Mobile Banking, you must download the 4Front mobile app.

- **For Android™:** you must download the free 4Front mobile app from the Google Play Store and enroll in 4Front Mobile Banking.
- **For iPhone® and iPad®:** you must download the free 4Front mobile app from the App Store and enroll in 4Front Mobile Banking.

Not all mobile 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).

7. 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, it is important that you 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, miss delivery 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.

We do not charge for text alerts. However, your mobile service provider may charge for sending and receiving text messages on your mobile device. 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 the Credit Union 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.

8. Bill Pay Services - Additional Terms and Conditions

a. Service Description. You may use the Credit Union's Bill Pay Service ("Bill Pay") to make payments from your designated checking account to the payees ("Payees") you choose in accordance with these terms and conditions. In order to use Bill Pay, you must have an eligible checking account with the Credit Union ("Eligible Transaction Account"). You may access Bill Pay is through online or mobile banking. You authorize us to utilize any processor of our choice to provide this service to you.

b. Transactions Available. You may use Online Bill Pay to perform the following transactions:

- Make nonrecurring payments from an Eligible Transaction Account.
- Make recurring payments from an Eligible Transaction Account.
- Add/Edit Payees
- View History

c. Your Payee Records. Payee records are created by you and must include all of the necessary data to make your payment, such as payee name, address, telephone number and account number. You may add and edit payees within Bill Pay. The Credit Union may update these records without further notification to you to correct errors or update account information as provided by the Payee in order to process your Bill Pay transaction. A Payee record will indicate the processing method of "check" or "electronic". It is your responsibility to properly maintain your Payee information. The Credit Union is not responsible if a Bill Pay payment cannot be processed by the Payee and/or is misrouted due to invalid, incomplete, or outdated Payee information provided by you. Bill Pay may be used to make payment to payees within the United States, Puerto Rico and its territories. We reserve the right to refuse the designation of a Payee for any reason in our sole discretion. We are not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

It is strongly recommended that Bill Pay not be used to make payments to some types of payees, as they may not accept checks from Bill Pay service providers and/or may assess penalties (both monetary and civil/criminal) penalties for late payments. The Credit Union will not be held liable under any circumstances for payments of the following nature:

- Tax payments (IRS, Franchise Tax Board, and Tax Assessor)
- Court ordered payments
- Security trade purchases

- Child support payments
- Payments outside of the United States, its territories and Puerto Rico

d. Scheduling a Bill Pay Payment. Payments can be scheduled to any Payee on your account from any Eligible Transaction Account at the Credit Union. You can schedule payments at any time with a maximum per payment limit of \$10,000.00. Payments are scheduled on the date you wish the funds withdrawn from your Eligible Transaction Account, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is determined by the Credit Union in its sole discretion, is currently 2:00 p.m. Eastern Standard Time ("EST"). Withdrawal dates are limited to our business days, which are Monday through Friday, excluding any observed Federal Holiday.

A single payment will be processed on the business day you designate as the payment's processing date (generally Monday through Friday, excluding an observed Federal Holiday), provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is determined by the Credit Union in its sole discretion, is currently 2:00 p.m. EST.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekend and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

The system will calculate the estimated arrival date of your payment. This is only an estimate, so please allow ample time for your payments to reach your Payees. Please note that if your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of the month is used as the calculated processing date.

Each Payee record contains an indicator on the payment method of "Check" or "Electronic". It is your responsibility to allow sufficient time from the withdrawal date for check or electronic payments to be received and processed by your Payee. It may take one to two business days for electronic payments and up to seven business days for check payments to be received and processed by your Payee. Check payments may be delayed by the Payee processor. The Credit Union will not be responsible for such delays.

Bill Pay checks are void after ninety (90) days from the issue date. We may from time to time send you an email notification reminder whenever a check payment had not cleared. You are responsible for any late payments, late fees, interest payments and service fees charged by your payee(s) and for allowing sufficient time for bill payments to be processed so that funds can be delivered to the payee on or before the due date.

Bill Pay transactions will be shown on your periodic statement for your Eligible Transaction Account.

e. Bill Payment Withdrawals. Scheduled payments will be withdrawn from your account at approximately 4 :00 p.m. EST on the withdrawal date you have specified. From time to time, the Credit Union may withdraw payments from your checking account on the withdrawal date at any time prior to or after the above scheduled time of day. It is your responsibility to have sufficient available funds for the payment to be processed, as well as any overdraft, Courtesy Pay, NSF or stop payment fees that may be charged by the Credit Union as a result of these transactions as disclosed in our Fee Schedule.

f. Editing or Cancelling a Pending Payment. You may edit or cancel any one-time or recurring pending prior to the payment withdrawal date. You may not edit or cancel a payment after we have withdrawn the funds from your Eligible Transaction Account.

g. Stop Payment. You may request a stop payment on a Bill Pay check if the payee has not negotiated the check. A service fee maybe charged to your account for a stop payment request as stated in the Credit Union's Fee Schedule. To place a stop payment, please call 866-812-5979 during business hours, or you may submit your request online by clicking on the specific payment from Bill Pay history, selecting the option to stop payment and submitting the email inquiry form.

h. Handling of Payment Exceptions. An automatic email notification will be sent to the primary email address on file whenever a payment cannot be processed as requested. Payment exceptions reasons may include, but are not limited to, a closed account, a delinquent loan, and/or insufficient available funds. In all cases, you are responsible for either making alternate arrangements for the payment, or rescheduling the payment through the Bill Pay Service. Insufficient available funds will prevent the Credit Union from making more payments until resolved. You authorize the Credit Union, and any third party acting on the Credit Union's behalf, to choose the most effective method to process your payments.

The status of your payments can be viewed on the Bill Pay history page. It is your responsibility to (i) maintain your email address; (ii) review email notifications from the Credit Union; (iii) review the status of your payments on the Bill Pay history pate; and (iv) make necessary arrangements with Payees for the handling of late fees, making late payments or restoring service cancellations.

Payments may be returned to the Credit Union due to an invalid mailing address or payment data. These payments will be refunded back to your Eligible Transaction Account. An email notification will be sent to the address on file notifying you of any returned payments.

We may from time to time, attempt to validate the payment data with the Payee and resend the payment on your behalf. A service fee will be charged to your Eligible Transaction Account for handling returned payments as set forth on the Credit Union's Fee Schedule.

i. Security Procedures. You represent that you have considered the Bill Pay security procedures and find that the security procedures are commercially reasonable. In reaching this determination, you have considered the size, type and frequency of bill payments that you anticipate making through Bill Pay. If, in your judgment, the security procedures are not commercially reasonable, or if the size, type and frequency of your transfers change, and the result is that the security procedures cease to be commercially reasonable, you must inform us within 30 days.

j. Your Liability. You are solely responsible for controlling the safekeeping of and access to your Credentials. If you want to terminate another person's authority to use Bill Pay, you must notify us and arrange to change your Credentials. You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment. Except as may otherwise be required by law, we are not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment your failure to promptly notify us after you learn that you have not received credit from a Payee for a bill payment; or for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent.

k. Our Liability. We are responsible only for exercising ordinary care in making payments upon your authorization. In no event shall the Credit Union or its Bill Pay Service Provider be liable for any direct, indirect, special, incidental, consequential or exemplary damages, including lost profits (even if advised of the possibility thereof) arising in any way out of the use of Bill Pay. We will use our best efforts to execute all of your payment instructions properly. However you agree that we shall not be liable for untimely or failed bill payments as the result of your failure to maintain sufficient available funds to complete the transaction, your failure to allow sufficient time to process a payment instruction, your failure to provide us with accurate Payee and billing information, service downtime, Payee mishandling or delay of a payment sent by Bill Pay, changes of merchant address or account number, or other circumstances beyond our control that prevent completion of the transaction even though we have taken reasonable steps to avoid those circumstances. In the event we cause an incorrect amount of funds to be removed from your account or direct funds to a Payee that do not comply with your payment instructions, we will return the improperly transferred funds to your account and/or transfer funds to the appropriate Payee. In the case that you do notice an error or have any questions in regard to Bill Pay, please contact the Credit Union at 800.765.0110, or write to us at 4Front Credit Union, P.O. Box 795 Traverse City, MI 49685-0795, Attn: Bill Pay Services Department.

l. Information Authorization. Your enrollment in Bill Pay may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in Bill Pay as a sender, you authorize us to request a review of your credit rating at our own expense through an authorized bureau. In addition, you authorize us to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Provider's everyday business purposes, such as to maintain your ability to access the Bill Pay, to authenticate you when you log in, to send you information about the Bill Pay, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce these terms and conditions, to protect our rights and property, and to customize, measure, and improve the Bill Pay and the content and layout of the website. Additionally, we and our Service Provider may use your information for risk management purposes and may use, store and disclose your information

acquired in connection with these terms and conditions as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Provider shall have the right to retain such data even after termination or expiration of these terms and conditions for risk management, regulatory compliance, audit reasons and as permitted by applicable law for everyday business purposes. In addition, we and our Service Provider may use, store and disclose such information acquired in connection with the Bill Pay in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Bill Pay.

m. Fees. You authorize the Credit Union to charge your Eligible Transaction Account for any transactions processed through the use of Bill Pay, including all charges as shown in the Credit Union's Fee Schedule. We reserve the right to institute or change the amount of service fees at any time. We will mail or deliver a written notice to you at least 30 days before the effective date of any change in fee amounts.

You will reimburse the Credit Union immediately upon demand in the amount of the payment instruction if we have delivered the payment to the Payee but there are insufficient available funds in, or insufficient available overdraft credits associated with, your Eligible Transaction Account to allow us to complete the debit processing. You may be assessed a fee if the payment instruction cannot be debited because you have insufficient available funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment instruction, or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in our Fee Schedule. You hereby authorize us to deduct these amounts from your designated Eligible Transaction Account, including by ACH debit. If you do not have sufficient available funds in your Eligible Transaction Account on the date the fee or charge is payable, you authorize the Credit Union to automatically deduct the charge from your Eligible Transaction Account as soon as funds are available or from any other account you own at the Credit Union.

n. Miscellaneous Notifications. An automated notification may be sent to the primary email address on file based on alerts selected through your Bill Pay account including, but not limited to when (i) a Payee is edited or added; (ii) a large dollar transaction is scheduled and/or made; and (iii) a recurring payment has reached the last scheduled date. It is your responsibility to review email notifications and report any inaccurate or suspicious activity by calling 800.765.0110 during business hours.

o. Service and Maintenance. From time to time, the Credit Union may disable the Bill Pay Service without prior notice for scheduled maintenance and upgrades to the system. The Credit Union will typically display a message on its home page notifying users of any scheduled down time.

p. Termination of the Bill Pay Service. If you wish to cancel the Bill Pay Service, please call 866-812-5979, or notify the Credit Union in writing at 4Front Credit Union, P.O. Box 795, Traverse City, MI 49685-0795, Attn: Bill Pay Services Department. You are responsible for all payment instructions made prior to termination and for all other applicable charges and fees. You must cancel all outstanding payment orders with the payee(s) before notifying the Credit Union to terminate this service feature. This Agreement, any user's manual, and the applicable fees and charges may be amended by the Credit Union in the future. In the event of amendment, we will send notice to you either by mail to your last known address or transmit such notice of the

amendment over Online Banking. Your use of the Online Bill Pay service feature following receipt of such notice constitutes acceptance of such amendment.

We reserve the right to terminate your Bill Pay privileges without notice if you are in violation of these terms and conditions or if you are using Bill Pay in a manner inconsistent with these terms and conditions.

9. External Account Transfers Service

- a. Description of Service.** The External Account Transfer Service enables you to request a transfer of funds: (i) from your eligible 4Front Credit Union account ("Eligible 4Front Account") to a verified account at another financial institution ("Eligible External Account"), or (ii) from your Eligible External Account to your Eligible 4Front Account. We utilize the ACH network to execute your external transfer requests. All requests must be made through our online banking platform, and are subject to the Electronic Services Agreement, the Related Agreements, these terms and conditions, and applicable laws and regulations. The External Transfers Service is not available for all accounts.
- b. Authorization to Transfer Funds Using External Accounts Transfer Service.** You represent and warrant that you own each Eligible 4Front Account, and any Eligible External Account, and you further represent and warrant that you have full right and authority to all the funds on deposit therein. You authorize the Credit Union to execute and charge your Eligible 4Front Account, including any related fee, when your external account transfer requests are made in accordance with the procedures established by 4Front Credit Union. You understand and acknowledge that 4Front Credit Union has no obligation to execute any request for a transfer through the External Transfers Service that is not initiated in accordance with such procedures. Your authorization shall remain in full force and effect until you have informed us that you have revoked your authorization and we have a reasonable opportunity to act on it. You shall not hold 4Front Credit Union responsible for any acts or omissions made by the financial institution where Eligible External Account is held. You acknowledge and agree that when 4Front Credit Union originates a request for a transfer using the External Transfers Service that 4Front Credit Union is acting as your agent. You agree to indemnify and hold harmless 4Front Credit Union.
- c. Security Procedures.** You agree that 4Front Credit Union will initiate an external account transfer request for you only after you access your Eligible 4Front Account through online banking using your Credentials. 4Front Credit Union shall not be liable for any delay in processing if you fail to comply with this security procedure.
- d. Verification of Identity and External Account Ownership.** By enrolling in the External Transfers Service, you authorize the Credit Union to obtain information from any financial institution(s) holding your Eligible External Account(s) in order to confirm your access to and/or ownership of such accounts. You also authorize the Credit Union to request information regarding you and your Eligible External Accounts from other third party sources to verify your identity and account ownership, to protect against fraud, to confirm your pattern of use or exceptional use, to comply with applicable law, and/or as otherwise reasonably necessary in order for the Credit Union to provide the External Transfers Service to you.

The Credit Union is under no obligation to you, or any other person, to verify or confirm your identity, registration information, or your ownership of the Eligible External Accounts; or to confirm that your Credit Union deposit accounts and the Eligible External Account(s) are held in the same

name and/or legal capacity. You represent and warrant your Eligible 4Front Accounts and the Eligible External Account(s) are held in the same name or legal capacity and/or you have the authority to make deposits to and withdrawals from all such account(s). You agree to provide true, accurate, current, and complete information about yourself and your Eligible External Accounts. You agree to not misrepresent your identity or your account information.

When we enable the External Transfers Service we will advise you of what your verification method will be. You will be asked to provide proof that you are authorized on the Eligible External Account. This proof will include providing your account information and additional information to validate your ownership of the Eligible External Account, or some other method of verification which we deem acceptable in our sole discretion. You authorize 4Front Credit Union to verify the Eligible External Account through micro deposits. You authorize 4Front Credit Union to credit, and subsequently debit, your Eligible External Account with micro deposits of a nominal amount. You will then be asked to verify the amount of each micro deposit made into the Eligible External Account.

e. Information Relied Upon by 4Front Credit Union. You acknowledge and agree the Credit Union is relying upon the information you provide in originating a transfer on your behalf. Errors in the information are your responsibility, including incorrect or inconsistent account names, numbers, ABA information, or the name of financial institution holding your Eligible External Account. You understand and agree if your instructions identify an External Account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. You understand some financial institutions holding your Eligible External Accounts may not investigate discrepancies between names and numbers. In addition, you agree that the Credit Union has no responsibility to investigate discrepancies between names and account numbers in this or any other instance.

f. Your Responsibility for Errors. You understand the Credit Union must rely on the information provided by you and you authorize the Credit Union to act on any transfer request or instruction which has been or reasonably appears to have been sent by you. You understand financial institutions receiving the transfer instructions may rely on such information. The Credit Union is not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You also understand if you provide the Credit Union with incorrect information, or if there is any error in your transfer request or other instruction, the Credit Union will make all reasonable efforts to reverse or delete the transfer request and/or instructions; but you accept full responsibility for losses resulting from your or any errors, duplication, ambiguities, or fraud in the information you provide. You agree not to impersonate any person or use a name you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, the Credit Union reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

g. Means of Transfer. The External Transfers Service is available for funds transfers to Eligible External Accounts in the United States only and transfers are made in U.S. dollars only. In most cases the Credit Union will use the ACH Network to execute your requests, however the Credit Union specifically reserves the right to utilize other methods of transfer. You agree to be bound by the rules and regulations that govern any applicable funds transfer systems, including, but not limited to, CHIPS or the ACH Network as published by the National Automated Clearinghouse Association (NACHA), and the Federal Reserve Banking System. You agree not to affect any funds

transfers from or to an account that are not allowed under the rules or regulations applicable to such accounts including, without limitation, to rules or regulations designated to prevent the transfer of funds in violation of OFAC regulations. You further expressly agree not to originate any transactions which violate the laws of the United States of America. The Credit Union reserves the right to terminate or suspend your access to the External Transfers Service should you be in violation of any of the applicable rules and regulations governing the ACH Network, including but not limited to the NACHA Operating Rules.

- h. Initiating and Scheduling Transfers.** External transfers may be scheduled on either a one-time or a recurring basis. Processing of one-time transfers may be initiated immediately or scheduled for initiation on a future date. Transfers may be scheduled in advance. The recurring transfer feature may be used when a set amount is transferred at regular intervals. For one-time and recurring transfers you will be asked to select the date that you want us to initiate the processing of the transfer. One-time future-dated or recurring transfers scheduled for a weekend or a non-business day will be processed on the next business day. The cut-off time for transfers is 4:00 p.m. ET. Any transfer entered after this time will be considered as being initiated on the next business day. A business day does not include Saturday, Sunday, or any Federal Holiday on which the Federal Reserve is closed.
- i. Timeframe.** Transfers of funds initiated through the External Transfers Service are generally available within 1-3 business days. 4Front Credit Union does not guarantee the settlement date, and will not be responsible for any fees as a result of a later settlement date. A business day does not include Saturday, Sunday, or any Federal Holiday on which the Federal Reserve is closed.
- j. Limits on External Account Transfers.** The following limits on transfer amounts are calculated against all external account transfers. Daily External Transfers Service Limit - \$5,000.00, Monthly External Transfers Service Limit - \$15,000.00. Any exceptions to these limits will be determined on a case-by-case basis, in the Credit Union's sole and absolute discretion. The Credit Union specifically reserves the right to adjust these limits at any time. You agree that in the event that we determine that there are risks associated with an external transfer, or if we determine that you no longer qualify for this Service, we may delay or cancel any transfer, or request that you contact us to provide additional details on the transfer before it is initiated or funds are released.

Note that the Federal Reserve Regulation D limit on the frequency of savings account transactions of six (6) per month also applies. You may make no more than six (6) transfers from a savings account per calendar month or statement cycle.

- k. Unsuccessful or Rejected External Account Transfer Request.** If an external transfer request fails to be executed, the Credit Union will notify you of the failure by way of a message in the Activity Center section of online banking. The method of notification shall be in the Credit Union's sole discretion. 4Front Credit Union reserves the right to reject any external account transfer request. You agree that 4Front Credit Union may cancel a transfer without prior notice. Such reasons for cancellation include, but are not limited to, insufficient available funds, revoked authorizations, stopped payments, frozen accounts, or potential fraud.

The Credit Union will not be responsible for any delay, failure to execute, or failed execution of a transfer request due to circumstances beyond its control, including without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your request or execution of such request, whether caused by power failures, equipment malfunctions, or acts or omissions of any intermediary beneficiary financial institution.

The Credit Union makes no warranties, express or implied, including the failure of any intermediary or beneficiary financial institution to credit you or your beneficiary with the amount of the external funds transfer after receipt of same with respect to any matter.

- i. Cancellation, Amendment, or Recall of an External Account Transfer.** You may cancel or amend an external account transfer only if 4Front Credit Union received your request prior to the execution of the external account transfer request and at a time that provides 4Front Credit Union with a reasonable opportunity to act upon that request. If your external account transfer has been executed by 4Front Credit Union, you understand and agree that the request to recall or amend will be effective only with the voluntary consent of the financial institution holding the Eligible External Account. 4Front Credit Union will not be liable to you for any loss resulting from the failure of the other financial institution to agree to recall or amend your external account transfer request.
- m. Unauthorized External Account Transfers.** If you think someone else has gained access to your Credentials for online banking or an unauthorized external account transfer or other type of electronic transaction has been made from one of your accounts, you must notify 4Front Credit Union immediately. By providing prompt notice, you may limit your personal liability for unauthorized transfers. You understand that it is your responsibility to safeguard your Credentials. Failure to properly protect your Credentials may increase your liability for unauthorized transfers. Except as may otherwise be provided by law, 4Front Credit Union is not responsible for fraudulent account activity resulting from the negligent use of your Credentials.
- n. Prefunding.** You understand that the Credit Union may prefund your external account transfer. The Credit Union may withdraw the money from your account before the settlement date of the external account transfer in order to verify the funds are available prior to the initiation of the transfer. If funds are not available for prefunding, then you agree that the Credit Union may cancel the external account transfer, and it will be your responsibility to reinitiate the external account transfer.
- o. Transfer and Related Fees.** You agree to pay all transfer and related fees as published from time to time in the Credit Union's Fee Schedule.
- p. The Credit Union's Liability.** If the Credit Union fails to timely initiate a transfer request or other instruction, causes an incorrect amount to be removed from an account, or causes funds from an account to be transferred to any account other than the account specified in the applicable transfer instruction, the Credit Union shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper account. However, the Credit Union shall not be responsible where the failure is the result of another financial institution's system except as may be otherwise required by law, the Credit Union shall not be liable for any losses and damages other than those arising from its gross negligence or willful misconduct. The Credit Union shall not be liable under any circumstances for any losses or damages if, through no fault of the Credit Union, you do not have sufficient available funds to make the transfer and the transfer is not completed, is later reversed, if your financial institution does not permit the transfer, or the transfer would exceed the credit limit on any applicable overdraft line.

The Credit Union is not responsible for any losses or damages incurred where circumstances beyond the Credit Union's control prevent the Credit Union from making a transfer or if the Credit Union's website was not working properly and you knew about the breakdown when you initiated the transfer.

q. Suspension and Reinstatement of External Transfers Service. In the event the Credit Union, at any time, incurs a problem with your use of the External Transfers Service, including without limitation, a failure to debit any of your accounts or to collect with respect to any of your funds transfers as described above, and without limiting any other right or remedy the Credit Union may have under these terms and conditions or otherwise, the Credit Union reserves the right to suspend your use of the External Transfers Service, immediately, and without prior notice to you. You understand and agree such action is reasonable for the Credit Union to take in order to protect itself from loss. In the event of such suspension, you may request reinstatement of the External Transfers Service by calling 800.765.0110, or by writing to us at 4Front Credit Union, P.O. Box 795, Traverse City, MI 49685-0795. The Credit Union reserves the right, in its sole discretion, to grant or deny reinstatement of your use of the External Transfers Service. In the event the Credit Union agrees to reinstate the External Transfers Service, the Credit Union reserves the right to, and ordinarily will, initially reinstate the External Transfers Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the External Transfers Service, the Credit Union may, in its sole discretion, restore your ability to effect transfers subject to higher limits as then may be in effect.

r. Termination of External Transfers Service. We reserve the right to terminate your External Transfers privileges without notice if you are in violation of these terms and conditions or if you are using External Transfers in a manner inconsistent with these terms and conditions. You may cancel External Transfers at any time by calling 800.765.0110, or by writing to us at 4Front Credit Union, P.O. Box 795, Traverse City, MI 49685-0795. We are not responsible for any transfer made through External Transfers before we have a reasonable opportunity to act on your notice of termination. You remain obligated for any payments made on your behalf.

s. Disclaimer of Warranties and Limitation of Liability. YOU UNDERSTAND AND AGREE THAT THE EXTERNAL TRANSFERS SERVICE IS PROVIDED "AS-IS;" EXCEPT AS OTHERWISE PROVIDED HEREIN OR AS OTHERWISE REQUIRED BY LAW. THE CREDIT UNION AND/OR ITS SERVICE PROVIDERS ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY, OR FAILURE TO STORE ANY USER COMMUNICATION OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE USE OF THE ELECTRONIC FUNDS TRANSFER SERVICE IS AT YOUR SOLE RISK, ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ELECTRONIC FUNDS TRANSFER SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM OBTAINING SUCH MATERIAL AND/OR DATA. EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE ONLINE AND MOBILE BANKING AGREEMENT AND DISCLOSURE OF WHICH THESE TERMS AND CONDITIONS ARE A PART. THE CREDIT UNION AND ITS SERVICE PROVIDERS DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.

10. Mobile Check Deposit- Additional Terms and Conditions

a. General Terms and Conditions.

i. Mobile Deposit Service Description. Mobile Check Deposit ("Mobile Deposit") provides you the ability to access and make deposits to your designated eligible accounts using a compatible mobile device to capture an image of original paper checks (Original Checks) that are drawn on or payable through U.S. financial institutions (each a Check Image) and to electronically submit the Check Image and associated deposit information to the Credit Union for deposit into a designated eligible account.

- ii. **Eligibility.** You must be a Credit Union member in good standing and meet other predetermined qualifying factors to qualify for use of Mobile Deposit. You must have a mobile device compatible with our system and access to telecommunication services necessary for the services. Application upgrades may be required from time to time for continued use of the service.
- iii. **Acceptance of these Terms.** Your use of Mobile Deposit is subject to the terms and conditions set forth herein, and your use of Mobile Deposit constitutes your acceptance of these terms and conditions. These terms and conditions are subject to change from time to time. We will notify you of any material change as may be required by law. Your continued use of Mobile Deposit will indicate your acceptance of the revised terms and conditions. If you do not wish for these terms and conditions to apply to a given Original Check you wish to deposit, you must not deposit it through Mobile Deposit.
- iv. **Laws, Rules and Regulations.** You agree to abide by and comply with all local, state and federal laws, rules and regulations amended from time to time.

b. The Service.

- i. **The Mobile Deposit Capture Process.** You will create an electronic image by scanning the fronts and backs of properly endorsed checks or drafts ("Original Checks") with a compatible mobile device. You will transmit an electronic file containing these electronic images to the Credit Union, and we will deposit the items to your account. We will perform an image quality assessment of the scanned items and process those items meeting our required standards for deposit and collection.
- ii. **Funds Availability.** Original Checks deposited through Mobile Deposit are not subject to the Funds Availability Disclosure as set forth in our Membership and Account Agreement which govern the use of your account(s). In many cases funds deposited via Mobile Deposit will be immediately available for your use, however we specifically reserve the right to place a hold on any funds deposited via Mobile Deposit. You agree to receive notice of holds and delays via the email address provided to us or as otherwise provided by you to us. If you will need funds from a completed deposit in accordance with our Funds Availability Disclosure, we recommend that you deposit the items involved in person at one of our branch locations. The maximum one-day, one-week and/or one/month deposit limit for the service is \$20,000.00.
- iii. **Receipt of Items.** You acknowledge and agree that the scanning and transmitting of Original Checks does not constitute receipt by Credit Union. Original Checks deposited through Mobile Deposit shall be deemed to be received by us at the time our system indicates a successful transaction is completed. You expressly acknowledge and agree that an acknowledgment of receipt or delivery does not constitute an acknowledgment by us that your transmission does not contain errors.
- iv. **Acceptance of Deposit.** You agree that we may at any time, in our sole discretion, refuse to accept deposits of Original Checks from you through Mobile Deposit. In the event the Mobile Deposit is interrupted or otherwise unavailable, or in the event any Internet connection involved in the process is not functioning properly, you may, at your option, deposit the Original Checks in person at one of our branches or by any other mutually agreed upon method of deposit. In the event such items are not deposited by means of Mobile Deposit, such deposit shall not be subject to these terms and conditions. After you complete a deposit, you will receive a message advising you of whether your deposit was accepted or rejected. If you believe there is a problem, you must contact us at your earliest opportunity during our normal business hours, which are Monday through Friday from 7:00 a.m. to 7:00 p.m., and Saturday, 9:00 a.m. to 2:00 p.m. EST.

c. Your Account.

i. Designated Account. You will designate a Credit Union account as the settlement account to be used for the purposes of settling, in aggregate, the financial transactions requested by you in connection with Mobile Deposit. We will provide you with details of the specific transactions, reported similarly as other transactions may be done, that were a result of Mobile Deposit. You shall be responsible for the review, auditing and balancing of your account.

ii. Responsibility for Scanning. You are solely responsible for the proper endorsement and scanning of items and for maintaining your mobile device and/or other equipment used in connection with Mobile Deposit. You accept any and all risks related to such equipment and devices, and for Internet connections. You are responsible for the payment of all telecommunications expenses associated with your use of Mobile Deposit. We are not responsible for providing or servicing any equipment you use to access or use Mobile Deposit.

iii. Deposit Requirements. You agree that you will use Mobile Deposit only to deposit Items drawn on financial institutions within the United States, excluding its territories. No items issued by a governmental unit or agency, items payable to more than one person, and no third-party Item (i.e., an Item that was not initially payable to you) may be deposited through Mobile Deposit. Each Check Image shall be of a quality that will permit the following information to be clearly read and understood:

- the amount
- the payee
- the signature of the drawer
- the date
- the Original Check number
- the information identifying the drawer and the paying financial institution that is preprinted on the Original Check, including the MICR line
- all other information placed on the Original Check prior to the time an image of the item is captured, including any required identification written on the front of the Original Check and any endorsements on the back of the item

You are solely responsible for the proper endorsing of all Original Checks. Items deposited by means of Mobile Deposit must be endorsed as follows: "For Mobile Deposit Only".

iv. Exception Items. The Credit Union may, in its sole and absolute discretion, reject any Check Image it determines to be ineligible for Mobile Deposit (Exception Item) , including, but not limited to, Check Images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, Check Images that are illegible, Check Images of Original Checks previously processed, Check Images previously converted to substitute checks, and Check Images with unreadable MICR information. You may be notified via email of Exception Items, but you also agree that you will review your account to determine that items you have deposited through Mobile Deposit have been credited to your account before attempting to make use of such funds. You further agree that if you want to deposit any Exception Item to your account, you will only do so by depositing the Original Check upon which the Exception Item is based. You acknowledge and agree that even if we did not initially identify Check Image as an Exception Item, the substitute check created by us may

nevertheless be returned to us because the electronic image is deemed illegible by a paying bank, or for other reasons. Our failure to identify an Exception Item shall not preclude or limit your obligation to us.

v. Item Retention. You agree that you are solely responsible for custody and control of all Original Checks. You further agree that you will handle all Original Checks pursuant to these terms and conditions. Once we have received your transmission of Check Images for deposit to your account, we will acknowledge by electronic means our receipt of your transmission. Your electronic transmission is subject to proof and verification. You must retain the original of all Original Checks you have deposited through the Service for six (6) calendar months after the day of deposit (the "Retention Period"). The risk of loss due to the unavailability of the original or copy of an Original Check for any reason, during the Retention Period, shall be exclusively on you. If we request that you provide us with an Original Check during the six (6) calendar month period referenced above and you are unwilling or unable to do so, we may deduct from your account the amount of any loss we suffer, or otherwise require you to reimburse us for such amounts,

vi. Item Destruction. You agree that you are fully responsible for the destruction of Original Checks. You agree to use commercially reasonable methods to destroy Original Checks after the required Retention Period has expired. You agree to destroy and dispose of the Original Checks with a high degree of care, including selecting and implementing appropriate destruction and disposal procedures. You agree that you will implement procedures to ensure that Original Checks are not accessed by unauthorized persons during the storage, destruction and disposal process and that once destroyed, Original Checks are no longer readable or capable of being reconstructed. The risk of loss associated with the accidental inclusion of a physical Item in the check collection process, or with a lost, destroyed, stolen or misplaced item shall be exclusively on you.

vii. Presentment Prohibitions. You agree that you will not deposit Original Checks through Mobile Deposit that are:

- Payable to any person or entity other than you
- Prohibited by, or received in violation of, any law, rule or regulation
- Known to you or should be known to you to be fraudulent or otherwise not authorized by the owner of the account on which the item is drawn
- Original Checks previously cashed or deposited
- Post-dated or more than six (6) months old
- Payable to cash
- Irregular in any way
- Original Checks that do not bear a signature of the person on whose account the Item is drawn or
- Drawn on financial institutions located outside the United States

d. Your Representations and Warranties.

i. Representations and Warranties. You represent and warrant that all Original Checks transmitted through Mobile Deposit will comply with any and all federal and state laws, and rules and regulations applicable to online transactions and the use of Mobile Deposit including but not limited to, rules and regulations relating to the National Automated Clearing House for ACH transactions. You further represent and warrant:

- Original Checks deposited through Mobile Deposit shall be payable to and properly endorsed by you
- all signatures on all Original Checks are authentic and authorized; and
- no Original Check deposited through Mobile Deposit has been altered

ii. Financial Responsibility. You acknowledge and agree that you are solely responsible for any and all financial risks associated with your use of Mobile Deposit. You assume exclusive responsibility for the consequences of any instructions you give the Credit Union, for your failure to access and/or properly use Mobile Deposit in the manner prescribed by the Credit Union, and for any failure by you to provide accurate input information.

iii. Your Liability for Overdrafts. You acknowledge you are responsible for any loss or overdraft plus any applicable fees to your account due to an item being returned. In the event any item that you transmit for Mobile Deposit that is credited to your account is dishonored, you authorize us to debit the amount of such item from your account. Please refer to your Membership and Account Agreement for other important information concerning your liability for overdrafts.

iv. Periodic Statement and Your Duty to Report Errors. Any deposits made using Mobile Deposit will be reflected on your monthly periodic statement. You understand and agree that you are required to immediately notify us of any suspected error relating to Check Images transmitted using Mobile Deposit no later than 60 days after the date of the statement. Except as may otherwise be required by law, you are responsible for any Mobile Deposit-related errors that you fail to bring to our attention within such time period. Upon request, you agree to provide us with copies of Check Images (or original checks, if available), to facilitate our investigations related to unusual transactions or poor quality transmissions, or to resolve disputes.

v. Warranties. In using Mobile Deposit, you perform the function of converting an Original Check into an electronic format. In doing so, you understand and agree that you are responsible, to the extent permitted by law, for all warranties and indemnifications related to such a conversion, including but not limited to all of the following:

1. Each Check Image transmitted to the Credit Union is a true and accurate rendition of the front and back of the Original Check, without any alteration, and the drawer of the Original Check has no defense against payment.
2. The amount, the payee, signature(s), and endorsement(s) on the Original Check are legible, genuine, and accurate.
3. You will not deposit or otherwise indorse to a third party the Original Check and no person will receive a transfer, presentment, or return of, or otherwise be charged for the item such that the person will be asked to make payment based on an item it has already paid.
4. Other than the image of an Original Check that you remotely deposit through Mobile Deposit, there are no other duplicate images of the Original Check.
5. You have instituted procedures to ensure that each Original Check was authorized by the drawer in the amount stated on the Original Check and to the payee stated on the Original Check.

6. You are authorized to enforce each Original Check transmitted or are authorized to obtain payment of each Original Check on behalf of a person entitled to enforce the item.
7. The information you provided remains true and correct and, in the event any such information changes, you will immediately notify the Credit Union of the change.
8. You have not knowingly failed to communicate any material information to the Credit Union.
9. You have possession of each Original Check deposited using Mobile Deposit and no one will submit, or has submitted, the Original Check for payment.
10. Check Images transmitted to the Credit Union will contain no viruses or any other disabling features that may have an adverse impact on the Credit Union's network, data, or related systems.

e. Mobile Deposit Fees. You agree to pay all fees and charges for Mobile Deposit as set forth in our Fee Schedule. All fees are subject to change by us upon thirty (30) days written notice to you.

f. Disclaimer of Warranties; and Limitation of Liability.

i. Disclaimer of Warranties. YOU ACKNOWLEDGE THAT MOBILE DEPOSIT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER THE CREDIT UNION NOR ITS SERVICE PROVIDERS ARE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF MOBILE DEPOSIT. NEITHER THE CREDIT UNION NOR ITS SERVICE PROVIDERS MAKE ANY, AND EXPRESSLY DISCLAIM, ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING MOBILE DEPOSIT INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION AND ITS SERVICE PROVIDERS DISCLAIM ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF MOBILE DEPOSIT, INCLUDING, BUT NOT LIMITED TO, THAT MOBILE DEPOSIT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS, AND YOU HEREBY ASSUME ALL RISKS RELATING TO SAME.

ii. Limitation of Liability. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT THE CREDIT UNION AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS OR CONTRACTORS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF THE SERVICE OR PRODUCTS PROVIDED HEREUNDER OR BY REASON OF YOUR USE OF OR ACCESS TO THE SERVICE. THE CREDIT UNION SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THESE TERMS AND CONDITIONS AND SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. THE CREDIT UNION SHALL NOT BE RESPONSIBLE FOR YOUR ACTS OR OMISSIONS, INCLUDING WITHOUT LIMITATION, THE AMOUNT, ACCURACY, OR TIMELINESS OF TRANSMITTAL, OR THOSE OF ANY PERSON, INCLUDING, WITHOUT LIMITATION ANY FEDERAL RESERVE FINANCIAL INSTITUTION OR

TRANSMISSION OR COMMUNICATIONS FACILITY, AND NO SUCH PERSON SHALL BE DEEMED THE CREDIT UNION'S AGENT. YOU AGREE TO INDEMNIFY THE CREDIT UNION AND ITS SERVICE PROVIDERS AGAINST ANY CLAIMS, DAMAGES, LOSS LIABILITY OR EXPENSE (INCLUDING ATTORNEYS' FEES) RESULTING FROM OR ARISING OUT OF ANY CLAIM OF ANY PERSON THAT THE CREDIT UNION IS RESPONSIBLE FOR ANY ACT OR OMISSION OF YOURS, OR ANY OTHER PERSON DESCRIBED IN THIS PARAGRAPH. IN NO EVENT SHALL THE CREDIT UNION BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH YOU MAY INCUR OR SUFFER IN CONNECTION WITH THESE TERMS AND CONDITIONS, INCLUDING WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM THE CREDIT UNION'S ACTS OR OMISSIONS HEREUNDER.

g. Your Indemnification Obligation. You agree to indemnify, defend and hold harmless the Credit Union and its shareholders, directors, officers, employees, Service Providers, and agents (the "Indemnified Parties") from and against any and all losses, costs, expenses, fees, claims, damages, liabilities and causes of actions of third parties, including, but not limited to, reasonable attorneys' fees, resulting or arising from:

- Your failure; to abide by or perform any obligation imposed upon you under these terms and conditions
- the willful misconduct, fraud, criminal activity, intentional tort or negligence of you or any of your representatives involving use of Mobile Deposit;
- the actions, omissions or commissions of you, your employees, consultants and/or agents relating to Mobile Deposit; and
- any transmission or instruction, whether or not authorized, acted upon by the Credit Union in good faith.

h. Termination. These terms and conditions and/or your use of Mobile Deposit may be immediately terminated if your use of the service is in a manner that violates any local state or federal law, or any of these terms and conditions, or any other applicable agreement between you and the Credit Union. Notwithstanding any such termination, these terms and conditions shall remain effective in respect of any transaction occurring prior to such termination. Upon termination of these terms and conditions and/or your use of Mobile Deposit you: (1) acknowledge and agree that all licenses and rights to use the Service and Application shall terminate; (2) will cease any and all use of the Application; and (3) will remove the Application from all computing devices, hard drives, networks, and other storage media in your possession or under your control.

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 the Electronic Services, 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: (i) false, misleading, inaccurate and/or fraudulent transactions or those that involve the sale of counterfeit or stolen items; (ii) the use of online or mobile access to impersonate another person or entity; (iii) 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); (iv) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (v) potentially be perceived as illegal, offensive or objectionable; (vi) interfere with or disrupt computer networks connected to the Electronic Services; (vii) interfere with or disrupt the use of the Electronic Services by any other user; or (viii) 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: (i) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (ii) defame, abuse, harass or threaten others; (iii) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (iv) impose an unreasonable or disproportionately large load on our infrastructure; (v) 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; (vi) 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; (vii) 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 (viii) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors.

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: (i) false, misleading, inaccurate and/or fraudulent transactions or those that involve the sale of counterfeit or stolen items; (ii) the use of online or mobile access to impersonate another person or entity; (iii) 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); (iv) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (v) potentially be perceived as illegal, offensive or objectionable; (vi) interfere with or disrupt computer networks connected to the Electronic Services; (vii) interfere with or disrupt the use of the Electronic Services by any other user; or (viii) 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: (i) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (ii) defame, abuse, harass or threaten others; (iii) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (iv) impose an unreasonable or disproportionately large load on our infrastructure; (v) 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; (vi) 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; (vii) 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 (viii) 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 your use only. You agree not to resell 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 Agreement, and such Service Providers are, for the purposes of this Agreement, third-party beneficiaries with the power to enforce the provisions of this Agreement against you, as applicable.
- g. 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.

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 of 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 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. **Security Procedures.** By entering into this agreement and using the Electronic Services, you agree to comply with all of our present and future security procedures ("Security Procedures"). This includes, but is not limited to, protection of Credentials and other account or nonpublic information. Our Security Procedures are contained in this Agreement and in other written procedures we may provide to you. You agree that our Security Procedures are commercially reasonable. We may at any time change our Security Procedures. We will advise you of such changes to the extent they affect your use of the Electronic Services, but failure to do so will not affect your obligations or our rights.

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.

- 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 your Membership and Account Agreement.
- 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 Membership and Account Agreement.
- 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, 4Front will not send emails requesting personal or account information. Contact the Credit Union immediately regarding any unauthorized transaction or stop payment request by calling us at 800.765.0110.

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 us at 800-765-0110. 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 timely report discrepancies, errors, forgeries, alterations, or other items that you question to the Credit Union. For additional important information concerning your liability, consumer members should refer to the Electronic Fund Transfers Agreement and Disclosures. Business members should refer to the Electronic Fund Transfer Services section of the Business Account Membership and Account Agreement.

15. Fees and Charges

The fees and charges for the Electronic Services are outlined on the Credit Union's consumer and business Fee Schedules. We may change our consumer and/or business Fee Schedules 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 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 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 SERVICE PROVIDERS 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 SERVICE PROVIDERS. NEITHER THE CREDIT UNION NOR ITS 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 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 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 SERVICE PROVIDERS BE LIABLE FOR ANY DAMAGES EVEN IF THE CREDIT UNION AND/OR ITS 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 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 Service Providers, and 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 devices. 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 4Front Credit Union at 800.765.0110; in writing to us at 4Front Credit Union, P.O. Box 795 Traverse City, MI 49685-0795; accessing online banking; or by visiting any 4Front branch. 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 and/or the Electronic Services 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 your Membership and Account Agreement.
- 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. We will comply with any notice requirements under applicable law. If applicable law does not specify any notice requirement for the change, we will decide what kind of notice (if any) we will give you and the method of providing such notice. Your continued use of the Electronic Services following any change to these terms and conditions constitutes your agreement to such change(s). Use of Electronic Services is also 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 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 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 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 service personnel), the terms of the Agreement will prevail.