

**COMMUNITY CHOICE CREDIT UNION  
TERMS AND CONDITIONS  
ELECTRONIC BILL PAYMENT, INTERNET BANKING, & E-STATEMENTS**

The Internet Bill Payment, e-Banking, and e-Statement Agreement and Disclosures ("Agreement") applies to Your use of the Bill Payment, e-Banking, and e-Statement Service, which permits You to access Your Accounts and Statements with Community Choice Credit Union (Us) via the Internet for services selected by You and agreed upon by Us. In addition, as specified below, the agreements governing your Accounts and our Disclosure Pursuant to Electronic Fund Transfer Laws are applicable to the services provided under this Agreement.

The following information describes the various types of Bill Payment and/or e-Banking and/or e-Statement Services, which are available to members together with your rights and responsibilities concerning these transactions, including your rights under the Electronic Funds Transfer Act. Most transfers made through use of our Bill Payment/e-Banking Service will qualify as Electronic Fund Transfers under the Act.

PLEASE READ THIS DOCUMENT CAREFULLY. You may want to print or save this document for future reference, or if you would like to receive a paper copy you may email your request, call our Member Contact Center at 877.243.2528, or use our secure messaging service. Some information may not pertain to you. Electronic Fund Transfers are deposits to, withdrawals from, or transfers between your accounts, which are not originated by check, draft or similar paper instrument. With accounts involving such transfers, you have certain rights under law, which are described below.

PLEASE CONTACT US BY CALLING THE ABOVE TELEPHONE NUMBER OR USE OUR SECURE MESSAGING SERVICE IF YOU HAVE ANY QUESTIONS. IF YOU DO SECURE MESSAGE PLEASE DO NOT INCLUDE YOUR ACCOUNT NUMBER, ONLY YOUR FIRST AND LAST NAME.

**1. Defined Terms**

As used in this Agreement, the following terms shall have the following meanings:

"Account" or "Accounts" Means Your deposit and loan accounts with Us including but not limited to: share draft, money market, share certificate and share savings account (s) accessible.

"Account Balance" Means collected funds and also include funds available pursuant to a credit line agreement.

"Bill Payment" Means the process or payment by which We pay Your designated Payee based on Your Payment Instructions.

"Business Day" Means Monday through Friday, excluding Federal holidays.

"e-Pay" Means Our Internet bill payment application designed for Your online convenience.

"Credit Union" Means Community Choice Credit Union and its affiliates, subsidiaries and any agent, independent contractor, designee or assignee which this Credit Union may, in its sole discretion, employ in the provision of this service.

"e-Banking" Means Our Internet application designed for Your online banking convenience.

"e-Statement" Means an electronic copy of your Monthly or Quarterly statement made available to you through e-Banking and stored on e-Banking

"Electronic Record" Means a contract or other record created, generated, sent, communicated, received, or stored by electronic means.

"Electronic Transaction Notice" Means a notice or other alert sent to You from Us to notify you of specific transactions that have occurred on your account

"Funds Transfer" Means the allocation of funds from one accessible Account to another accessible Account.

"Payee" Means the biller to whom You wish a Bill Payment to be directed.

**2. Authorization**

This Agreement applies to all persons that are parties to the Accounts. This Agreement contains the terms and conditions governing Bill Payment, e-Banking, and e-Statements, including disclosures required by federal law. Please read this Agreement carefully and keep a copy for Your records. By subscribing to Bill Payment and/or e-Banking and/or e-Statements, You acknowledge that You have received and read this Agreement and agree to its terms and conditions. You also acknowledge that this Agreement has been accepted by one or more of the persons who established the subject Account with Us. By choosing to use Bill Payment and/or e-Banking and/or e-Statements, you agree that the terms and conditions in this Agreement, and any amendments or changes hereafter, apply to You and any others whom You permit to use Bill Payment and/or e-Banking and/or e-Statements. If you do not agree with the terms and conditions, you may not use Bill Payment and/or e-Banking and/or e-Statements. By using Bill Payment and/or e-Banking and/or e-Statements, you consent to the electronic transmission of personal financial information. Your consent will be deemed effective for as long as you use Bill Payment and/or e-Banking and/or e-Statements.

You may use Community Choice Credit Union's bill paying service, e-Pay, to direct us to make payments from your designated checking account to the "Payees" you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account. You agree that each owner of an Account is authorized to access all of the funds held in that Account as well as all account information provided in notices and e-Statements. We are entitled to act on Transaction instructions received using Your Username and Password and You agree that the use of your Username and Password will have the same effect as Your signature authorizing the Transaction. You are responsible for keeping Your passwords and account data confidential.

**3. Access and Functions**

Using your computer or other Internet-access device, You can access Bill Payment and e-Banking, and e-Statements 24 hours a day, 7 days a week, except during any special or scheduled maintenance periods. Using Your assigned Username and

<p>"Payment Instructions" Means the information provided by You to schedule Bill Payment to be made to Your Payee, subject to the limitations in this Agreement.</p> <p>"Processing Date" Means the Business Day Your Account is debited.</p> <p>"Transaction" Means each Payment Instruction or Funds Transfer.</p> <p>"We," "Our " and "Us" Community Choice Credit Union.</p> <p>"You" and "Your" Mean each depositor on an Account accessible by this online service.</p>	<p>Password, You can, subject to these Terms and Conditions and the applicable service specifications:</p> <ul style="list-style-type: none"> <li>• View select Account information (e-Banking)</li> <li>• Transfer funds among Your eligible Accounts (e-Banking)</li> <li>• View transaction history (Bill Payment and e-Banking)</li> <li>• Schedule bill payments from eligible Accounts (Bill Payment)</li> <li>• Send and receive secure messages to / from authorized Credit Union representatives (Bill Payment and e-Banking)</li> <li>• Access electronic account statements (e-Banking and e-Statements)</li> <li>• Utilize other online product features offered for Your account by the Credit Union (Bill Payment and e-Banking)</li> <li>• Electronic Transaction Notifications (e-Notices)</li> <li>• Receive messages via email/phone of specified account transaction history (e-Alerts)</li> </ul>
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#### 4. Hardware and Software Requirements

To use e-Pay and / or e-Banking and / or e-Statements and / or Electronic Transaction Notifications. You will need Internet access (if by modem, 14.4 baud or higher), and an Internet browser that supports Secure Sockets Layer with 128-bit encryption and JavaScript.

We support the current and prior major releases of Internet Explorer, Firefox, Safari and Chrome. When a new version is announced as Release to Web (RTW), support will cease on the third-oldest major version.

Please note that utilizing older browsers may result in disabled functionality or limited access to services.

Supported Browsers-Current and Prior Major Release
Microsoft Internet Explorer - IE
Firefox
Safari - Apple/Mac Users only
Google Chrome

The supported browsers above are for use with the traditional online banking interface and devices (desktop/laptop), and do not apply to use with mobile devices (phones/tablets). If using a phone or tablet to access online banking outside of an app, functionality and appearance may vary from the traditional interface.

#### Additional Browsers:

Browser usage is reviewed monthly. Additional browsers will be added if usage meets or exceeds 5% of total login activity. **Beta Versions:** Beta versions are not supported. When new versions of browsers are announced as ready to Release to the Web (RTW) by the provider, they will become a supported version. **Troubleshooting:**

The following types of tools and/or access are not recommended and may impact experience:

Accessing accounts via an embedded browser such as:

- Personal or Commercial Financial Management Software (Quicken, QuickBooks, etc.)
- Browser bars within AOL, Yahoo, Google, etc.
- Internet portal access within gaming system such as xBox.
- Use of browser add-ins (emoticons, FunWeb services, etc.)

You are responsible for selecting and properly configuring all systems, hardware and Your Internet service. You are also responsible for any defect, malfunction, or interruption in service or security due to hardware failure, Your choice of Internet service provider, and systems and computer services. We are not responsible for any errors or failures cause by any malfunction of Your computer, and We are not responsible for any computer viruses, worms, or related problems that may be associated with the use of e-Pay, e-Banking, and e-Statements, Your computer, or other Internet-access device. You are also responsible for all telephone charges incurred in connecting to e-Pay, e-Banking, and e-Statements for charges by any service provider providing connection to the Internet.

#### 5. Password and Security

Upon Your successful enrollment, You will be required to change Your password upon Your first use. Using Your password has the same effect as Your signature authorizing Transactions. You agree to safely keep the password, not to record the password or otherwise disclose or make the password available to anyone other than authorized users of Your Accounts. Anyone to whom You disclose Your password and anyone who has access to Your password will have full access to Your account information, including full access to Your Accounts, notices, and e-Statements. You have no ability to limit any such person's authority. If anyone uses Your password with Your permission, You will be responsible for any Transactions performed by that person.

## **6. Your Liability**

Tell Us at once if You believe Your password has been lost, stolen or otherwise became available to an unauthorized person. Please contact Us immediately by telephone or in writing. Telephoning is the best way of keeping Your possible losses down. You could lose all the money in Your Accounts (plus Your maximum overdraft line of credit). If You tell Us within two Business Days, You can lose no more than \$50 if someone used Your password without Your permission. If You do NOT tell Us within two Business Days after You learn of the loss or theft of Your password, and We can prove that We could have stopped someone from using Your password without Your permission, You could lose as much as \$500.

Also, if Your statement shows transfers that You did not make, tell Us at once. If You do not tell Us within 60 days of the date We mail a periodic statement to You, You may not get any money You lost after the 60 days if We show that We could have stopped someone from taking the money if You would have told Us in time. If a good reason (such as a long trip or a hospital stay) kept You from telling Us, We will extend the time periods. You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment. 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.

## **7. Contact in Event of Unauthorized Access**

If You believe Your password has been lost or stolen or that someone may or has fraudulently accessed Your Account without Your permission, contact the Credit Union by phone 877.243.2528, or write Community Choice Credit Union, 31155 Northwestern Highway, Farmington Hills MI 48334 or contact Us via secure messaging.

## **8. Information about e-Statements and Electronic Transaction Notifications**

You agree to receive your monthly statements and transaction notices in electronic form through e-Banking. You must present a valid email address to receive notice that your e-statement or Electronic Transaction Notices are available. Your e-Statement and Electronic Transaction Notices will be made available through e-Banking if a valid email address is not provided; however, no notice of availability will be sent or received if the information you provide is incorrect or out of date. You agree to pay a fee as outlined in our fee schedule for any duplication of a record you have previously received electronically. You may choose to receive your monthly statements in a non-electronic form at any time by contacting the credit union at 877.243.2528 and requesting an e-Statement opt out form. There is a fee for receiving your statements in a non-electronic form. See current fee schedule for details. You also agree to receive Electronic Transaction Notices via email or text message for transactions that occur on Your Account with Us. Electronic Transaction Notices are an optional service that you can enroll in or opt out of at any time. We may, at times, send you transaction notices about your account that vary from what you have enrolled for. These are provided as enhancements to the transaction notice service. You must present a valid email address to receive electronic notices via email. To receive text messages, a valid phone number with text messaging capabilities must be used at enrollment. Standard text messaging rates, as outlined by your phone provider, apply.

## **9. Information about Bill Payment**

You can pay bills either on an automatic recurring basis or periodically as You request. You must designate which of Your Accounts will be used for Bill Payments. To use e-Pay, You will provide Us with the correct name and address of the Payee, Your Account number with that person and any other information We require to properly debit Your designated e-Pay Account with Us and transmit your payment to the Payee. You agree to allow the number of days to process as indicated by the Processing Date for each Bill Payment. You also agree that Your Account will have sufficient Account Balance on the Processing Date to cover the transfers requested as well as any other payment obligations you have to Community Credit Union. We reserve the right, without liability, to reject or reverse a bill payment if you fail to comply with the above requirement or any other term of this Agreement. If you do not have sufficient funds in the account and we have not exercised our right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You further agree we, at our option, may charge any of your accounts with Community Choice Credit Union to cover such payment obligations. Non-Sufficient Funds Fees may also apply. If Your Account number or any other information changes, or if You wish to add or delete Payees, You must enter all such designations and changes in the appropriate fields through the Bill Payment application prior to the Processing Date. You authorize Us to make all changes submitted by You or any other person having access to Your password and Account information. Bill Payments are processed either through an electronic transmission to the Payee or by an electronic withdrawal from Your Account followed by Us mailing a paper check to the Payee. Payees who receive electronic delivery will receive Your Bill Payment information, including Your Account number with the Payee, through a secure network. All of Our paper checks are sent through the U.S. mail to the Payee. There is an exception to this procedure - If You designate a requested transaction as a "rush payment," "gift check," or "charitable donation" (it is Your option whether to do so) and a paper check is used, the funds will not be debited from Your Account until the check has actually been presented to Us for payment. This means that the balance shown for Your Account if You check it electronically won't reflect the deduction of these items even though the check has been mailed. You agree to keep this in mind when checking Your Account balance to determine the funds You have available. Payments made by check are generally received and credited by most Payees within five to seven Business Days. If We receive any Payment Instructions from a Payee, We may follow those instructions, to help ensure that the Bill Payment is received by the Payee and promptly credited to Your Account. The system will calculate the Estimated Arrival Date of your payment, this is only an estimate, please allow ample time for you payments to reach your "Payees.

## **10. e-Pay Service Fees**

### **SERVICE FEES**

The fee for the Bill Paying Service is: \$0 per month, for an unlimited number of monthly payments. An inactivity fee of \$10.00 will be charged monthly after 60 consecutive days without You initiating any e-Pay transactions. Additional charges for services requested by you may apply.

- Written Correspondence to "Payee": \$10.00
- Per proof of payment not necessitated by a dispute: \$10.00
- Payments returned due to Your error: \$5.00
- Reinstatement Fee: \$50.00
- ACH Return Fee: \$10.00
- Express Mail correspondence: \$15.00
- Overdraft Fee: Please see our current Fee Schedule
- Cancellation of each payment before disbursement: \$7.50

## Miscellaneous Product Fees

- Overnight Fee: \$14.95
- 2nd Day Fee: Check \$9.95, Electronic \$4.95
- Charitable Donations: \$1.99
- Gift Pay: \$2.99

We reserve the right to charge you for research time involving payments no longer available in your screen history.

You will be responsible for any and all telephone access fees or Internet service fees that may be assessed by your telephone and/or Internet service provider.

### 11. Processing Date for Bill Payment

In order to ensure that Your Bill Payment will be received by the due date You specify during Bill Payment set-up, Bill Payment Account collected funds must be available on the Processing Date. This is generally five to seven Business Days prior to the due date. Your Account will be debited on the Processing Date. If Your Account does not have sufficient Account Balance, We will attempt to process the Transaction on the next Business Day. The Transaction is canceled after the second failed attempt and You must re-enter the Transaction.

Single Payments - a single payment will be processed on the business day (generally Monday through Friday, except certain federal holidays) that you designate as the payment's process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by Community Choice Credit Union, is currently 4:00p.m. We reserve the right to change the cut-off time. You will receive notice if it changes.

Recurring Payments - When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process 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 process date for the new occurrence of the payment is adjusted to the first business date prior to the calculated process date.
- If the recurring payment's "Pay After" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date after the calculated process date. Note: 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 process date, then the last calendar day of that month is used as the calculated process date.

### 12. Prohibited Bill Payment and Service Limitations

Payments may be only be made to Payees with a United States address. The maximum permitted Bill Payment amount is \$9,999.99 per Transaction. We reserve the right to refuse to pay any merchant or other person to whom You may direct a Bill Payment. We are obligated to notify You promptly if We decide to refuse to pay a Payee. This notification is not required if You attempt a Bill Payment amount in excess of \$9,999.99 or attempt to pay a Payee that does not have a United States address.

### 13. Processing Date for Funds Transfer.

We can process a Funds Transfer on the same Business Day as Your instructions, provided the system is available. If the system is unavailable at the time, Your instruction will be processed on the next available day.

### 14. Funds Transfer Limitations

You may transfer collected funds through e-Banking in any amount between \$.01 and \$999,999,999.99, subject to funds availability. Under federal regulations, You may make no more than six Funds Transfers and telephone transfers, including e-Banking Transactions, per month from Your share savings Account or money market deposit Account. Of these six Transactions, each Funds Transfer from Your share savings Account or money market share Account is counted as one of the six limited transfers You are permitted each month. However, payments to Your loan accounts with Us are not counted toward this limit for share savings and money market deposit accounts.

### 15. Cancellations

You may cancel or edit a pending Funds Transfer or Bill Payment, until such time that the Transaction is processed, by selecting and accurately completing the appropriate fields from within the Bill Payment application. If We do not receive Your complete and accurate instruction canceling or editing a Bill Payment prior to such times, We will process the Transaction. This section applies to a recurring or a one-time Transaction

### 16. Overdrafts

When You schedule a Funds Transfer or Bill Payment using e-Banking or Bill Payment, You authorize and are requesting Us to withdraw the necessary funds from Your Account with Us and make payments for You from Your Account. We debit the amount of Your Funds Transfer on the Business Day You instruct Us to process the Funds Transfer between Your Accounts. Each instruction to Us to withdraw or transfer from an Account is an order to Us to pay from that Account on the specified Processing Date. We debit the amount of Your Bill Payment from Your Account on the Processing Date, which is generally five to seven days prior to the due date. If we are unable to complete the transaction for any reason associated with Your Account (for example, there are not sufficient funds in Your Account to cover the transaction), the transaction may not be completed and a fee may be assessed.

We may charge Funds Transfers and Bill Payments against the Account even though the charge creates an overdraft. In some instances You will receive a return notice from Us. If such a charge creates an overdraft, You agree that a non-sufficient funds (NSF) fee will be charged in accordance with the Our established and published service fees. Further, You also agree that a NSF fee may be charged to Your account even if the payment is not returned but is paid and overdraws Your Payment Account. If You overdraw Your Account, You agree to immediately pay Us the overdrawn amount together with any applicable fees. If the Account is maintained in connection with an overdraft plan, any overdraft will be made in accordance with the agreement or rules governing that Account rather than this Agreement.

By enrolling for and using this Bill Payment and e-Banking Service You agree that We have the right to collect funds from all of Your Accounts to recover funds for all payments that have been requested to be paid by You and Your authorized user; this includes accounts on which You are the primary member-owner, as well as accounts on which You are the joint owner. We may not collect any funds from Individual Retirement Accounts or any other accounts permitting tax deferrals or providing other tax benefits under state or federal law.

## 17. Fees

You authorize Us to charge You service fees identified in Our current fee schedule and it may be amended by Us from time to time. You are responsible for any and all telephone access fees or Internet service fees that may be assessed by Your telephone and/or Internet service provider.

## 18. Our Liability For Failure to Process Funds Transfer or Bill Payment

We will use Our best efforts to make all Your Bill Payments according to Your Payment Instructions. We will, however, incur no liability if We are unable to complete any Bill Payments initiated by You because of the existence of any one or more of the following circumstances:

- A. If the Bill Payment would exceed the maximum permitted Bill Payment amount or Your Account Balance, or Your Account has been re-titled, closed, blocked for security reasons, or subject to legal process or other encumbrances restricting the transfer.
- B. If our e-Pay processing center is not working properly, and You know or have been advised by Us about the malfunction before You execute the Transaction
- C. If the Payee mishandles or delays a Bill Payment sent by Us.
- D. If You have not provided Us with the correct names, phone numbers, or account information for those persons or entities to which You wish to direct payment (Payee).
- E. If circumstances beyond Our control (such as, but not limited to, fire, flood, postal delivery, or interference from an outside force) prevent the proper execution of the Transaction, and We have taken reasonable precautions to avoid those circumstances.
- F. If You have not properly followed the instructions for using this service.
- G. If Your operating system is not properly installed or functioning properly.
- H. For errors or failures from any malfunctions of Your browser, Internet service provider, computer, computer virus or other problems relating to the computer equipment You use, including, without limitation, Your inability to access the web site or any part of the application.
- I. For a failure to provide access or for interruptions in access due to system failure.
- J. Provided none of the foregoing exceptions to the service performance obligations is applicable, if the e-Pay or e-Banking service causes an incorrect amount of funds to be removed from Your Account, We shall be responsible for returning the improperly transferred funds to Your Account. If the e-Pay or e-Banking service causes funds from Your Account to be directed to an incorrect Payee, You agree to help Us recover funds directed to the incorrect Payee. We will make every effort to direct to the proper recipient any previously misdirected Bill Payments.

NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, UNLESS OTHERWISE PROHIBITED BY LAW, THE FOREGOING SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. EXCEPT AS SPECIFICALLY PROVIDED FOR HEREIN, IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE EQUIPMENT, SOFTWARE AND/OR E-PAY OR E-BANKING SERVICE.

## 19. Exclusion of Liability and Warranties

Our e-Banking, e-Statement, Electronic Transaction Notices, and e-Pay services make use of a private network, intended for authorized users only. We have confidence in the security measures We employ; however, this is not an invitation for individuals to attempt unauthorized access. BY USING THIS SERVICE, YOU AGREE TO ACCEPT COMPLETE RESPONSIBILITY THEREFORE, THE CREDIT UNION, AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SERVICE PROVIDERS, DISCLAIM ANY AND ALL LIABILITY, WHETHER NOW KNOWN OR OTHERWISE, WITH RESPECT TO YOUR USE, AUTHORIZED OR UNAUTHORIZED, AND CREDIT UNION FURTHER SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

## 20. In Case of Errors or Questions

If You believe that there has been an error related to a Funds Transfer or other related service, You have questions or need more information about a Funds Transfer or related service, or You believe Your statement, transaction history or receipt is wrong contact Community Choice Credit Union at 877.243.2528 or write Us at Community Choice Credit Union, 31155 Northwestern Highway Suite 285, Farmington Hills, MI 48334 as soon as You can.

We must hear from You no later than 60 Calendar Days after We sent You the FIRST statement on which the problem or error appeared.

- A. Tell Us Your name and Account number (if any).
- B. Describe the error or the transfer You are unsure about, and explain as clearly as You can why You believe it is an error or why You need more information.
- C. Tell Us the dollar amount of the suspected error.
- D. Please also include a telephone number at which You can be reached in the event We need any additional information. If You tell Us orally, We retain the right to require that You send Us Your complaint or question in writing within 10 Business Days. We will determine whether an error occurred within 10 Business Days after We hear from You and will correct any error promptly. If We need more time, however, We may take up to 45 to investigate Your complaint or question. If We decide to do this, We will credit Your Account within 10 Business Days for the amount You think is in error, so that You will have the use of the money during the time it takes Us to complete Our investigation. If We ask You to put Your complaint or question in writing and We do not receive it within 10 Business Days, We may not credit Your Account. The 10-day period in the preceding paragraph may be extended to 20 Business Days, if the error involves a transfer to or from the Account within 30 days after the first deposit to the Account was made. If the error involves an electronic transfer from Your Account to buy goods or services direct from a merchant, a transfer initiated outside of the United States or a transfer that occurred within 30 days after the first deposit to the Account was made, the 45 day time period to investigate Your complaint or question will be 90 days in place of 45 days. We will tell You the results within three Business Days after completing Our investigation. If We decide that there was no error, We will send You a written explanation. If You received credit during the

investigation, Your account will be debited at that time. You may request copies of the documents that We used in Our investigation for a reasonable charge.

#### **21. Account Information Disclosure**

The circumstances under which We may provide information about Your accounts to third parties are summarized in Our current privacy notice. You may access the privacy notice on [www.communitychoicecu.com](http://www.communitychoicecu.com) or request a paper copy by writing to Us at Community Choice Credit Union, 31155 Northwestern Highway Suite 100, Farmington Hills, MI 48334.

#### **22. Third Parties**

You understand that support and services are provided by third parties other than Us, and You authorize Us to contract with third parties to provide such support and service.

#### **23. Termination or Discontinuation**

In the event You wish to discontinue e-Pay or e-Banking, You must notify Us in writing at Community Choice Credit Union, 31155 Northwestern Highway, Farmington Hills, MI 48334. You may also notify Us through secure messaging. If You notify Us verbally, You must also send Us written notification. After Your proper notice is received by Us, the actual discontinuance date, for purposes of monthly fees, will be the first day of the next month. As such, monthly fees will not be pro-rated. Once we have acted upon Your closing notice we will make no further transfers, payments or transactions from Your Account, including transfers, payments or transactions you have previously authorized. Any one person who can use the Account is eligible to terminate this service. If more than one person is authorized to withdraw funds from Your Account, or if another person is authorized to electronically access Your Account, We cannot stop that person from using the e-Pay or e-Banking services.

We may modify, suspend or terminate Your privilege of using e-Pay or e-Banking services and may withhold approval of any Transaction, at any time, without prior notice to You. In the event We terminate Your privileges, We will try to notify You in advance but are not required to do so. You will be notified as soon as practicable. Neither termination nor discontinuation shall affect Your liability or obligation under this Agreement. If either You or We end your rights to use the e-Pay or e-Banking, We will no longer be required to complete any of your e-Pay or e-Banking transactions. You will remain obligated to Us under this Agreement for all your e-Pay or e-Banking transactions, even if they occur or are completed after this Agreement is ended.

#### **24. Information Authorization**

In order to facilitate an e-Pay fraud investigation, it may be necessary to obtain additional information from other financial institutions, merchants or consumer reporting companies. By accepting and using e-Pay, You agree that We have the right to request a review of Your credit rating at Our expense through a consumer reporting company. In addition, You authorize Us to obtain information regarding Your e-Pay Transactions from a merchant or other Payee to resolve payment-pending problems.

#### **25. Assignment**

You may not assign this Agreement to any other party. We may assign this Agreement to Our successor in interest or to any, directly or indirectly, affiliated company. We may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

#### **26. No Waiver**

We shall not be deemed to have waived any of Our rights or remedies hereunder unless such waiver is in writing and signed by Us. 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 wavier of any rights or remedies on future occasions.

#### **27. Governing Law**

This Agreement is governed by the federal laws of the United States and the laws of the state of Michigan, unless otherwise required by federal or state law. Any issue relating to an Account or service with Us that you access through the Bill Payment or e-Banking service shall be governed by the laws specified in the agreement for that Account or service if there is a separate agreement for that Account or service.

#### **28. Captions**

The captions of the Sections contained herein are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

#### **29. Amendment**

We may amend or change the terms and conditions, including all applicable fees and service charges, of this Agreement at any time. We will provide You with notice at least thirty (30) days before the amendment becomes effective by sending written notice to You at Your address on record with Us if the amendment or change will result in greater costs or liability to You or stricter limitations on the transfers You may make. If however, an immediate change in the terms and conditions is necessary for security reasons, We may amend these terms and conditions without such prior notice. Any use of the services after We send you notice of the change or amendment will constitute Your agreement to such change(s) or amendment(s). If you do not agree to the change or amendment, You must notify us prior to the effective date of the change or amendment and cancel your access to the Service. Further, We may, from time to time, revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, We reserve the right to terminate this Agreement as to all such prior versions of the Bill Payment and/or e-Banking Service programs, services, and/or related material and limit access to the Service's more recent revisions and updates.

#### **30. Conflict of Provisions**

This Agreement is intended to supplement and not to replace other agreements between You and Us relating to Your accounts, including, without limitation, Our Deposit Account Rules and our Disclosure Pursuant to Electronic Fund Transfer Laws. In the event of a conflict between this Agreement and any other Account rules and agreements that apply to Your accounts, this Agreement shall govern and prevail, unless otherwise specified in this Agreement.

#### **31. Effective Date**

The effective date of this Agreement is June 15, 2010.