
eBanking and eBill Pay Agreement

This Agreement and Disclosure ("Agreement") provides information about and states the terms and conditions for Extra Credit Union home banking service, ("eBanking") and bill payment service, ("Extra Credit Union eBill Pay"). This Agreement shall be an addendum to the existing Member Account Agreement that you received upon opening your account with Extra Credit Union. The terms and conditions of your Member Account Agreement and any disclosures, as well as any other agreements with Extra Credit Union shall remain in effect notwithstanding any provision in this Agreement to the contrary.

As used in this Agreement the terms "you" and "your" refer to each member who has completed an application to receive eBanking and/or Extra Credit Union eBill Pay. The terms "we," "our," "us," or "credit union" refer to Extra Credit Union. All references to time of day in this Agreement refer to Eastern Standard Time, unless otherwise indicated.

If you would like a paper copy of this Agreement sent to you, please contact us at (586) 276-3000. In the event you experience a problem with an identification number, or password, or believe information regarding your accounts or access to your accounts had been lost, stolen, or in any way compromised please contact a credit union representative at the number indicated above.

A. eBanking and Extra Credit Union eBill Pay

eBanking and Extra Credit Union eBill Pay are consumer electronic banking services designed to meet the needs of our members. You may become eligible by completing an application for these services. To be eligible you must be a member in good standing at the credit union.

B. Equipment Specifications

You are responsible for obtaining, installing, maintaining, and operating all computer hardware, software, and Internet access necessary to access eBanking and Extra Credit Union Bill Payment. The credit union will not be responsible for any errors or losses resulting from the malfunction of your hardware, software, or any Internet Service Provider, or for your failure to utilize hardware of other equipment that fails to meet the stated system and modem specifications, and may be amended from time to time.

C. Access to System

Once you have accepted this Agreement to use eBanking and Extra Credit Union eBill Pay you will be required to enter your member account number or unique user identification number and Personal Anytime Teller (PAT) Personal Identification Number (PIN) to access the system. After this initial login, you will be required to change your password for future access. You hereby agree to use the methods we require for you to utilize access to the system. These methods we require may be used with other identifying information to identify and verify you. You agree that the credit union is authorized to act and may act on instructions we receive under the agreed upon identification and verification method. You accept total responsibility for your account, account number, PIN and any other code, password, or other means of identification we may provide to you and agree to keep them confidential and secure, and to follow all provisions of this Agreement related to security. Enabling your computer to memorize or save your password or other security codes shall be considered authorization for any

subsequent use of your computer and access to eBanking and Extra Credit Union eBill Pay by any other person.

Once enrolled you will have access to eBanking and Extra Credit Union eBill Pay twenty-four hours a day, seven days a week, unless an emergency exists or scheduled system maintenance is being performed. In the event the 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. The credit union reserves the right and you agree that the credit union may limit, suspend, or terminate your access to eBanking and/or Extra Credit Union eBill Pay at any time for any reason.

D. Services

You may use eBanking to do the following:

- Transfer funds between most of your credit union accounts
- Transfer from your savings or checking account(s) to make a loan payment
- Transfer an advance from your flexLine of credit (minimum \$50)
- Transfer funds to another credit union account that you are listed as a joint member.
- Inquire on balances, available balances on all share accounts.
- Inquire on loan balances, next loan payment due date and amount and loan payoffs.
- Obtain a history of transactions for most of your credit union account(s).
- Change your password
- Export your history to Microsoft Money or Quicken (Quicken version prior to 2003)
- Schedule recurring transfers
- Schedule eAlert notifications
- View account statements via Services
- View copy of the front and back of any check that cleared through the account history
- Order checks through Services

You may use Extra Credit Union eBill Pay to do the following:

- Schedule payments to third parties from your checking account.
- View the payments that are scheduled to be paid
- View the payments that have been paid
- Cancel pending payments
- Setup recurring payments

E. Transfer of Funds - Posting

Transfers you initiate online are posting immediately to your account.

F. Periodic Statements

You will NOT receive a separate statement regarding transactions you complete via eBanking or Extra Credit Union eBill Pay. All transactions will appear on the regular periodic statement for the account(s) that have been accessed and transactions

performed via eBanking or Extra Credit Union eBill Pay. You may also view account activity on the appropriate eBanking and Extra Credit Union eBill Pay screens.

G. Security

You understand the importance of your role in preventing misuse of your accounts through eBanking or Extra Credit Union eBill Pay and you agree to promptly review your statement for each of your accounts as soon as you receive it. You agree to protect the confidentiality of your account, account number, PIN and any other code, password, or other means of identification we may provide to you or that you select. These means of identification are intended to provide security against unauthorized entry or access to eBanking or Extra Credit Union eBill Pay or your accounts. All data transferred to and from eBanking or Extra Credit Union eBill Pay utilizes encryption technology consistent with industry standards to reasonably protect the security of data transferred and identification technology to verify that the sender and receiver of eBanking or Extra Credit Union eBill Pay transmissions can be appropriately identified by each other. Use of such technology does not however guarantee information transmitted cannot be accessed by unauthorized third parties and you acknowledge that the Internet is inherently insecure. Except as otherwise required by law, you understand and agree that the credit union will not be liable for a breach of security in connection with the services offered in this Agreement. We cannot and do not warrant that all data transfers utilizing eBanking or Extra Credit Union eBill Pay or e-mail transmitted to or by us, will be monitored or read by others.

It is your sole responsibility to assure that your identification numbers, passwords or PINs are not revealed or otherwise made available to persons not authorized to access your accounts. You agree to assume all liability for disclosure of your identification numbers, passwords or PINs to any person(s) or entities, and to assume all responsibility for transactions or other account activity performed by person(s) or entities other than yourself who have obtained your identification numbers and password. You also agree to immediately notify us by telephone at (586) 276-3000 of any unauthorized use of your password, any access or attempted access, transaction or attempted transaction, other account activity or attempted account activity, or any other breach of security.

By accessing your accounts via eBanking or Extra Credit Union eBill Pay you represent and agree that you have considered the security procedures contained herein and find that they are commercially reasonable for verifying that a transfer or other communication purporting to have been made by you is in fact yours. In reaching this conclusion you have considered the size, type, and frequency of transfers or other communications that you anticipate issuing through eBanking or Extra Credit Union eBill Pay. If in your judgment these security procedures are not commercially reasonable or circumstances change so that you believe the procedures are no longer commercially reasonable, you must notify us within thirty (30) days.

H. Fees and Charges

You agree to pay all fees and charges due and owing to us for use of eBanking or Extra Credit Union eBill Pay and authorize payment of such fees via deduction from your checking account. Fees and charges, if any, for use of eBanking or Extra Credit Union eBill Pay shall be those listed in the current fee schedule. These fees shall be in addition to any regular transaction fees that may be in effect for accounts you access via eBanking or Extra Credit Union eBill Pay.

In the event you close your checking account you agree to immediately contact us and to designate another account with us as your checking account. Under no circumstances will we be responsible for telephone or Internet Service Provider fees you incur to access eBanking or Extra Credit Union eBill Pay.

I. Warranty Disclaimer

THE EBANKING AND EXTRA CREDIT UNION INTERNET BILL PAYMENT SERVICES ARE PROVIDED ON AN AS IS BASIS WE MAKE NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR EBANKING OF EXTRA CREDIT UNION BILL PAYMENT. WE DO NOT WARRANT THAT EBANKING OR EXTRA CREDIT UNION INTERNET BILL PAYMENT WILL OPERATE WITHOUT ERRORS OR THAT THEY WILL BE AVAILABLE FOR USE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. THIS WARRANTY DISCLAIMER EXTENDS TO ANY SERVICE OF EBANKING AND EXTRA CREDIT UNION INTERNET BILL PAYMENT WHICH INCLUDES, BUT IS NOT LIMITED TO, THE SERVICES LISTED HEREIN IN SECTION D.

J. Limitation of Damages

You hereby agree that our officers, directors, employees, contractors, agents or vendors are not liable for any direct, indirect, special, incidental, exemplary, or consequential damages including lost profits, income, revenue or data whether in an action based in contract, tort, or warranty caused by the credit union, its vendors, eBanking or Extra Credit Union eBill Pay, or the use thereof, or arising out of the installation, use, or maintenance of any products or services subject to this Agreement. You further agree damages resulting from use of eBanking Online or Extra Credit Union eBill Pay shall be limited to \$250, unless a higher amount is expressly authorized or granted by law.

K. Contact with the Credit Union

You may contact us for any reason related to this agreement by calling (586) 276-3000, in writing to Extra Credit Union, 6611 Chicago Road, Warren, Michigan, 48092, or via e-mail at info@extracreditunion.org. You agree to immediately notify us of any change in either your e-mail address or mailing address.

L. Electronic Funds Transfer Disclosure

The Electronic Fund Transfers Disclosure (EFT Disclosure) is itself an agreement between you and the credit union. It is also a disclosure of certain terms and conditions and your rights as required pursuant to the federal Electronic Fund Transfers Act and its implementing regulation, Federal Reserve Board Regulation E, and the Michigan Electronic Funds Transfers Act. The Agreement and Disclosure contained in this Section M pertains only to electronic fund transfers that you may perform by use of eBanking or Extra Credit Union eBill Pay and not other electronic fund transfers services of the credit union. Such other electronic fund transfers services are addressed in the Electronic Fund Transfers Agreement and disclosure you were provided when you opened an account at the credit union.

Accounts Accessed

All credit union share and loan accounts as applicable, may be accessed via eBanking or Extra Credit Union eBill Pay for completion of electronic fund transfers.

Types of Transfers You May Make

You may make the following types of electronic funds transfers using the eBanking:

- Savings/checking to savings/checking
- Savings/checking to loan
- Loan advance to savings/checking
- Cross-account transfer

Fees

You may be assessed fees for the above-described electronic funds transfers. Please refer to the fee schedule you received upon opening your account with the credit union. An additional online fee may be assessed to your account. Please refer to Section H of this Agreement.

Documentation

You will receive a periodic statement at least quarterly from the credit union. You will receive a monthly statement for any month in which you completed an electronic fund transfer. It is your responsibility to review each statement you receive for its accuracy and to contact the credit union as set forth in this agreement if you discover an error or unauthorized transfer of funds.

Error Resolution

In Case of Errors or Questions About Your Electronic Funds Transfers:
Telephone us at (586) 276-3000
or
write to us at
Extra Credit Union
6611 Chicago
Warren, MI 48092

As soon as you can, if you think your statement is wrong or you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the error or problem appeared.

- Tell us your account number
- Describe the error or the transfer you are unsure about, and explain as clearly as possible why you believe it is an error or why you need more information
- Tell us the dollar amount of the suspected error.

If you notify us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

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

If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. We will also debit your account for the conditional credit issued (if any), honor any check or similar instrument payable to a third party and any preauthorized transfer from your account (only items that would have paid if the conditionally credited funds had not been debited) for five (5) business days after the notification. You may ask for copies of the documents that we used in our investigation.

**If you give notice of an error that occurred within thirty (30) days after you made the first deposit to your account, the credit union will have twenty (20) business days instead of ten (10).*

***If you give notice of an error that occurred within thirty (30) days after you made the first deposit to your account, the credit union will have ninety (90) days instead of forty-five (45) to investigate.*

Business Days

Our business days are Monday through Friday, excluding holidays.

Disclosure of Account Information

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary to complete transfers.
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- In order to comply with any governmental agency or court orders.
- If you give us written permission.

Right to Stop Payment for Preauthorized Transfers

In order to stop payment on a transfer you have pre-authorized, you must notify the credit union at the telephone number listed above. We must receive your request three (3) business days in advance of the time the transfer is to be made. If you telephone your request, you will be required to submit a confirming written request within fourteen (14) days. If you fail to provide the credit union with the written request within fourteen (14) days, your stop payment order will cease to be binding. Refer to the credit union's fee schedule or contact us at (586) 276-3000 for current fees for a stop payment order.

Your Liability for Unauthorized Transfers

You must report to the credit union AT ONCE if you believe your account number, PIN, or any other code, password, or other means of identification we have provided to you has

been stolen, disclosed to or used by an unauthorized person. Enabling your computer to memorize or save your password or other security codes shall be considered authorization for any subsequent use of your computer and access to eBanking or Extra Credit Union eBill Pay by any other person. Telephoning the credit union is the best way to keep losses at a minimum. If you do not phone us immediately, you could lose all the money in your account, plus your maximum overdraft line of credit. If you notify us within two (2) business days, you can lose no more than \$50 if someone accessed your account without permission.

If you do NOT notify us within two (2) business days after you learn of the theft or unauthorized use of your account number, PIN or any other code, password, or other means of identification we have provided to you and the credit union can prove it could have stopped someone from using your identification or password without your permission if you had told the credit union, you could lose as much as \$500.

Also, if your statement shows transfers that you did not authorize, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a hospital stay or long trip) kept you from telling us of the unauthorized transfer, we may extend the notice period, as it deems reasonable.

If you believe the account number, PIN, or any other code, password, or other means of identification we have provided to you has been stolen, disclosed to or used by an unauthorized person or that someone has transferred or may transfer money from you account without your permission, call or write us at the telephone number or address indicated in this agreement.

Credit Union Liability for Failure to Make Electronic/Pre-Authorized Transfers

If the credit union does not complete an electronic/pre-authorized transfer to or from your account on time, or in the correct amount according to its agreement with you, the credit union will be liable for your losses or damages. There are, however, several exceptions. The credit union will not be liable, for instance:

- If through no fault of the credit union, you do not have sufficient funds available to make the transfer;
- If the transfer would go over the credit limit of your overdraft line;
- If your account has been closed or is frozen;
- If the system was not working properly and you knew of the malfunction at the time the pre-authorized transfer was scheduled to be transferred;
- If circumstances beyond the control of the credit union (such as flood or fire) prevent the transfer despite reasonable precautions taken by the credit union;
- A court order or other legal process prohibits the transfer of payment;
- You have previously reported to the credit union that you have a reasonable basis for believing that unauthorized use of your identification number or password has occurred or may be occurring;
- If you have not properly followed on-screen instructions for using eBanking;
- If you have not provided us with complete or accurate information for the Extra Credit Union eBill Pay services, including without limitation, the name, address, you payee assigned account number, payment amount, and payment date for the payee on a bill payment;

- If you or anyone authorized by you commits fraud or violates any laws or regulations;
- If you are in default under any agreement with the credit union or if the credit union or you terminate this agreement; or
- If you fail to observe the terms of this agreement or any account agreement(s) relating to electronic funds transfers.

Regulatory Agency

The Michigan Electronic Funds Transfer Act governs electronic funds transfers, except to the extent the federal Electronic Funds Transfer Act and its implementing regulations are controlling. If you believe the credit union may have violated the laws governing electronic funds transfers, you may contact:

Michigan Office of Insurance and Financial Services
P.O. Box 30220
Lansing, Michigan 48909-7720

Federal Trade Commission
Electronic Funds Transfers
Washington, DC 20580

M. Privacy

During the course of performance of this Agreement the credit union may obtain and collect non-public personal information about you. Such information may be obtained through information you provide on applications for services, via e-mails, or in response to surveys we may present to you. The collection of this information is for the sole and exclusive purpose of tailoring the product and service offerings of eBanking and Extra Credit Union eBill Pay to your particular interests. Under no circumstances will such information ever be disclosed to any non-affiliated third party for any purpose, except as may otherwise be authorized or required by law. We refer you to the Extra Credit Union Privacy Notice for further information regarding our privacy policies and procedures.

N. Arbitration

Any claim, dispute, or controversy (whether in contract, tort, or otherwise, whether pre-existing, present, or future, and including statutory, common law, intentional tort, and equitable claims) arising from or relating to any transaction you have ever entered into with us pursuant to this Agreement or pursuant to any past agreement between you and us or your application for such transactions or our advertisements, promotion, or oral or written statements relating to such transactions or the relationships which result from such transactions (including, to the full extent permitted by applicable law, relationships with third-parties who are not signatories to such agreements or this Arbitration Provision) or the validity, enforceability, or scope of this Arbitration Provision, this Agreement, or any past agreements (collectively "Claim") shall be resolved, upon the election of you or us or said third-parties, by binding arbitration pursuant to this Arbitration Provision. Notwithstanding the preceding sentence, you will have the right to seek relief in a small claims court for a Claim within the scope of the small claims court's jurisdiction; provided, however, that Claims involving a putative class or alleged monetary damages exceeding the jurisdiction of a small claims court shall be subject to binding arbitration pursuant to this Arbitration Provision. A party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim subsequently asserted in that lawsuit by any

other party or parties. If arbitration is chosen by any person entitled to elect to arbitrate a Claim, then arbitration of all Claims shall be mandatory and will be conducted with the AAA, American Arbitration Association, pursuant to the AAA's Consumer Arbitration Rules; provided, however, that if for any reason the AAA is unable or unwilling or ceases to serve as arbitration administrator, an equivalent national arbitration organization utilizing a similar code of procedure will be substituted by us. There shall be no authority for any Claims to be arbitrated on a class action basis. Further, arbitration can only decide our or your Claim and may not consolidate or join the claims of other persons who may have similar claims. Any participatory hearing that you attend will take place in the federal judicial district of your residence. We will pay the AAA's filing fee, other AAA fees, and the arbitrators' compensation for any Claim which you may file against us. Unless inconsistent with applicable law, each party shall bear the expense of their respective attorneys', experts', and witnesses' fees, regardless of which party prevails in the arbitration. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA", 9 U.S.C. Sections 1-16). The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized by law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. This Arbitration Provision shall survive satisfaction of your contractual obligations and termination of this Agreement or any past agreement you have entered into with us. If this Agreement or any past agreement between you and us or any portion of such agreements) is deemed invalid or unenforceable on the basis that such agreements violate applicable usury law or for any other reason, it shall not invalidate this Arbitration Provision; in such instance, the parties expressly acknowledge and agree that this Arbitration Provision shall survive the deemed nullity of such agreements and shall be severed from such agreements (or the invalid or unenforceable portion of such agreements). Similarly, if any portion of this Arbitration Provision is deemed invalid or unenforceable under the FAA, it should not invalidate the remaining portions of this Arbitration Provision.

O. Miscellaneous Terms

In addition to this Agreement, you agree to comply with and be bound by all terms and conditions of all applicable account agreements with the credit union, and with all applicable law and regulations. We refer you to your account agreement that you received when you opened your account with us for additional terms and conditions and other disclosures that apply to your account.

We shall not be deemed to have waived any of our rights or remedies hereunder or under your account agreement unless such waiver is in writing and signed by an authorized representative of the credit union. No delay or omission on our part in exercising any rights under this Agreement or any account agreement you have with us shall not operate as a waiver of such rights or remedies.

We may make amendments to this Agreement and EFT Disclosure and any related fees or charges by sending you a notice via e-mail or regular mail sent to the address as it appears in our records. Unless otherwise required by law, we will provide you notice of such changes in a manner we deem reasonable. Any use of eBanking or Extra Credit Union eBill Pay after we send you a notice of change shall constitute your acceptance of such change in terms of this Agreement or EFT Disclosure.

Section headings are for convenient reference only and shall not affect the meaning or have any bearing on the interpretation of any provision of this Agreement.

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired thereby.

This Agreement constitutes the entire Agreement between you and the credit union and supersedes all other proposals either oral or written between you and the credit union on this subject.

This Agreement shall be binding upon the successors and assignees of both parties. Obligations of both parties with respect to confidential or private information and data pursuant to this Agreement remain in effect and shall continue and survive cancellation, termination, or expiration of this Agreement.

This Agreement and EFT Disclosure is governed by federal laws and regulations, state laws and regulations, and local clearinghouse rules and may be amended from time to time, except as otherwise provided in Section N, any disputes regarding this Agreement shall be subject to the jurisdiction of the appropriate court in Macomb County or Federal District Court of the Eastern District of Michigan.

You agree that you will be liable to us for any loss, cost or other expenses, including reasonable attorney's fees, we incur as a result of your failure to comply with the terms and conditions set forth herein and as we may amend from time to time. You authorize us to deduct any loss, cost or other expenses including reasonable attorney's fees for any action we may take to enforce this Agreement from any account you hold at the credit union.

P. Your Acceptance

By accessing your account(s) via eBanking or Extra Credit Union eBill Pay you represent that you have read, fully understand and accept the terms of this Agreement, including but not limited to your intent that it be an addendum to your account agreement with us.