

**MICHIGAN SCHOOLS & GOVERNMENT CREDIT UNION
REMOTE ACCOUNT ACCESS AGREEMENT AND DISCLOSURE**

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THIS PRODUCT. BY CLICKING THE ACCEPTANCE BUTTON, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE BUTTON THAT INDICATES YOU DO NOT ACCEPT THE TERMS.

This Agreement and Disclosure ("Agreement") provides information about and states the terms and conditions for Remote Account Access products offered by Michigan Schools & Government Credit Union ("MSGCU") and its third-party licensors ("Licensors"). This Agreement shall be an addendum to the existing Electronic Funds Transfer Agreement that you have previously entered into with MSGCU and which you may access by clicking [here](#). The terms and conditions of your Membership and Account Agreement and any disclosures as well as any other agreements with MSGCU 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 other referenced documents, this Agreement shall control to the extent of the inconsistency.

As used in this Agreement the terms "you" and "your" refer to the member as defined below. The terms "we," "our," "us," or "ours" refer to MSGCU. All references to time of day in this Agreement refer to Eastern Standard/Daylight Time as observed in Detroit, Michigan.

Only the member whose name appears first on our records for the account (sometimes referred to in the Membership and Account Agreement as the "Primary Owner") and whose taxpayer identification number (TIN) is used in connection with the account ("member") may contract with respect to Remote Account Access or may use Remote Account Access arrangements. Other persons, including joint owners, are not permitted to enter into this Agreement or to use the Remote Account Access arrangements unless we have previously consented in writing. You (the "member" as defined above) agree not to provide account access information to anyone, including a joint owner of some or all of the subaccounts under the account, without our prior written consent. Such consent will normally be given if all subaccounts have the same ownership arrangements; otherwise we may require a restructuring of accounts. Except as may be otherwise required by law, if you provide account access information to another person in violation of this provision, you authorize all subsequent actions of the individual involved. To stop such an individual from accessing your accounts you must notify us; upon such notice and with a reasonable time to act, we will take steps to prevent any future access; note that this may require us to stop all access to the account by anyone.

NOTICE: ANYONE WHO HAS REMOTE ACCOUNT ACCESS INFORMATION TO YOUR ACCOUNT WILL HAVE ACCESS TO ALL SUBACCOUNTS REGARDLESS OF THE OWNERSHIP OF THE SUBACCOUNTS.

If you would like a paper copy of this Agreement or of your Electronic Funds Transfer Agreement sent to you, please contact us at (586) 263-8800. In the event you experience a problem with an identification number, password, or believe information regarding your accounts or access to your accounts had been lost, stolen, or in any way compromised please contact a member service representative at the same number listed above.

A. Remote Account Access

1. **Eligibility.** Our Remote Account Access product is a consumer electronic account access service designed to meet the needs of our members ("the System"). To be eligible you must be a member in good standing at MSGCU. You may become eligible by reading and agreeing to the terms of this Agreement and continuing to the "Set Password" page. If you are using Personal Financial Management (PFM) software or any other indirect service to access, track, download, or pay bills, the features of the System may not be available or your software may not work in conjunction with our Remote Account Access System. To access all of the features and services we offer, sign on directly through our website at www.msgcu.org
2. **Ownership.** You acknowledge and agree that MSGCU and/or its Licensors are the owners of the System and the downloaded software, and will remain the owners of all rights, title and interest in and to the System and the downloaded software. The software to be used for Remote Account Access and any services provided thereunder, as well as any accompanying user documentation and all copies, improvements, modifications, enhancements, upgrades, derivative works, or other changes thereof which are made available to you (if any), regardless of the media or form in which they may exist shall be referred to herein collectively, as the "Software". MSGCU and/or its Licensor's rights, title, and interest include, but are not limited to, all copyright, patent, trade secret, trademark and other intellectual property rights in the System and the Software. Licensors have licensed the Software to MSGCU to enable MSGCU to make the Software available to you, subject to the terms and conditions set forth in this Agreement.
3. **License.** MSGCU, by and through its Licensors, grants you a limited, personal, nonexclusive, nontransferable license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by MSGCU and Licensors. Nothing in this license entitles you to receive hard copy documentation, technical support, telephone assistance, or updates to the Software. The rights granted to you hereunder include no rights whatsoever with respect to any source code. MSGCU and/or Licensors retain all rights not expressly granted to you hereunder. No right of license to you will be implied by or inferred from this Agreement except as expressly provided herein.
4. **Restrictions.** You may not (a) publish, display, disclose, rent, lease, modify, loan, distribute or create derivative works based on the Software or any part thereof; (b) copy, decompile, reverse engineer, disassemble, translate, adapt or otherwise reduce the Software to human readable form; (c) create or attempt to create the source code from the object code of the Software; (d) make any third-party software contained in the Software a standalone product;

(e) take any action that will infringe on the intellectual property or other proprietary rights of MSGCU, its Licensors or any third party software provider; or (f) sublicense or assign the Software.

5. **Import/Export Restrictions.** You agree not to import or export the Software or any documentation (or any copies thereof) or any products utilizing the Software or any documentation in violation of any applicable laws or regulations of the United States or the country to which you have imported or exported. You agree to indemnify Licensee and Licensor from liability of you violate any such laws or regulations.
6. **Your Representations and Warranties.** You represent, warrant and covenant that you shall comply with all applicable laws, rules, regulations and relevant industry standards in your use of the Software and the System, including compliance with applicable requirements under state and federal laws and regulations related to data security and nonpublic personal information, as defined or used in such applicable law or regulation.

B. Equipment Specifications

You are responsible for obtaining, installing, maintaining, and operating all computer hardware, software, mobile device applications, and Internet service and mobile service necessary to access the System. Neither MSGCU nor its Licensors shall be responsible for any errors or losses resulting from the malfunction your hardware, software, or any Internet Service Provider or mobile service provider, or for your failure to utilize hardware of other equipment that fails to meet the stated system and modem specifications, as may be amended from time to time.

C. Access to System - Password

After your initial account set up you will be required to establish your password at the "Login Information" page. This password will be used to identify you and will be considered your authorization for MSGCU to act and may act on instructions we receive under your password. You accept total responsibility for your identification numbers and password; agree to keep them confidential and secure, and to follow all provisions of this Agreement related to security. Once enrolled you will have access to the System twenty-four hours a day, seven days a week, unless an emergency exists or scheduled maintenance is being performed. In the event the System will not be available for any extended period of time a notice will be posted on our website informing you of such unavailability. MSGCU reserves the right and you agree that MSGCU may limit, suspend, or terminate your access to the System at any time for any reason.

D. Services

You may use the System to do the following:

- Obtain account/loan balances and histories
- Obtain loan payment due date and payoff information
- Obtain current year-to-date and prior year's dividends
- Obtain current year-to-date and prior year's loan interest
- Obtain clearance of specific checks
- Transfer available funds between accounts at MSGCU
- Transfer available funds from savings and checking to your loan payments

- Transfer available funds from your Line of Credit to your savings and checking accounts
- Send available funds from your checking to recipients via Send Money by PayPal
- Place a stop payment order on a check
- Request a check copy of a specific draft on your checking account
- Download transaction information to personal financial management software from savings, checking or loan accounts
- Pay Bills (see explanation below)
- Text Banking
- Mobile device applications can be downloaded from approved application stores. Note: To cancel such services, you must contact MSGCU at 586-263-8800 or visit one of our offices.

E. On-Line Stop Payment Orders

You may request an online stop payment order for paper checks you have written on an account with MSGCU. Online stop payment order requests will be processed real time. You will incur stop payment charges as disclosed to you in the current fee schedule.

F. Bill Payment Service

In the event you elect to utilize the bill payment service offered through the System, you agree that based upon instructions you provide, we will charge your checking account via electronic transfer or by debiting and remitting funds on your behalf. You may access the Bill Pay Terms and Conditions by clicking [here](#). By electing to utilize the bill payment service you authorize us to request and review your credit report. You must have an open checking account from which payments will be made. You must designate the complete name of the payee, the payee's account number, remittance address, the amount of the payment, the date you want the payment amount sent from your account, and any other information we may require to process your transactions. You may make a single bill payment, or set up recurring bill payments to a particular payee in a fixed amount on a scheduled payment date. We reserve the right to refuse to pay any payee you designate for any reason. In the event we refuse a payment we will provide you with notice of such refusal. Most bill payment transactions will be processed and completed within ten (10) business days. You understand that delays in posting and handling payments may result in some transactions not being credited to your payee account. As a result, it is necessary that payment dates you specify be no less than five (5) business days prior to the actual payment due date. You understand and agree that neither MSGCU nor its Licensors are responsible for the timely delivery of mail, the improper transmission, handling, or posting of payments, or any late fees you may be assessed by a payee for failure to pay bills on time. You acknowledge that while some bill payment transactions are transmitted electronically, in other cases it will be necessary for us to print a check and mail it to the payee.

THE FOREGOING SHALL CONSTITUTE THE ENTIRE LIABILITY OF MSGCU AND ITS LICENSORS AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL MSGCU OR ITS LICENSORS 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

INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND OR THE BILL PAYMENT SERVICE.

We will use our best efforts to make all of your payments properly. However you agree that neither MSGCU nor its Licensors 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 provide accurate payee and billing information, System downtime, the acts of payees (such as mishandling or delaying crediting of a payment sent through the bill payment service), or other circumstances beyond the control of MSGCU and/or its Licensors that prevent completion of the transaction even though reasonable steps were taken 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 instructions, we will return the improperly transferred funds to your account and/or transfer funds to the appropriate payee. In the event that you notice an error or have any questions in regard to the bill payment service, please contact Member Services at (586)263-8800.

You may cancel a bill payment you have authorized. You must cancel such payment by 4:00 PM ET the day before the date you have scheduled for the payment to be debited from your account. To cancel a payment you must follow the instructions as indicated on the appropriate System screens. A stop payment order fee may be assessed pursuant to your Membership and Account Agreement. Please refer to the Fee Schedule and Business Account Fee Schedule for a current listing of all bill payment fees.

In using the bill payment service, you are requesting the System make payments for you from your designated payment account. If we are unable to complete the transaction for any reason associated with your designated payment account (for example, there are not sufficient available funds in your designated payment account to cover the transaction), the transaction may not be completed. If the transaction is completed and this results in your account being overdrawn, you agree to reimburse us for the amount of the transaction, together with any applicable fees in accordance with Membership and Account Agreement. For a complete explanation of how we calculate your available balance and your liability for overdrafts, please refer to Section 14 of the Membership and Account Agreement. See also our Fee Schedule and Business Account Fee Schedule for a current listing of all bill payment fees and fees associated with overdrawing your account.

You agree to promptly notify in writing the Member Service Department of any address changes, including any changes to your email address. Additionally, you agree to notify the Member Service Department at least ten (10) Business Days in advance of any change in your designated payment account or your banking status.

You may elect to cancel the bill payment service at any time by contacting MSGCU at (586) 263-8800. The service will not be cancelled until all pending payments have cleared your account. MSGCU may cancel or suspend the bill payment service at any time for any reason without providing you with prior notice. MSGCU reserves the right to refuse to pay any payee to whom you may direct a payment. MSGCU is obligated to notify you promptly if it decides

to refuse to pay a payee designated by you. This notification is not required if you attempt to make a prohibited payment under this Agreement.

Your enrollment in the bill payment service may not be fulfilled if MSGCU cannot verify your identity or other necessary information. Through your enrollment in the bill payment service, you agree that the MSGCU may request a review of your credit rating at its own expense through a consumer reporting agency. In addition, you agree that MSGCU may obtain financial information regarding your account from a payee or financial institution to resolve payment-posting problems.

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G. –Send Money Service (powered by PayPal)

1. License. MSGCU and its Licensors grant to you, for your personal use, a nonexclusive, limited, and revocable right to access and use the Send Money Service. You agree not to use the Send Money Service for any other purpose, including commercial purposes, such as co-branding, framing, linking, or reselling any portion of the Send Money Service without the prior written consent of MSGCU and its Licensors. You agree that you will not use this Service for transactions that are prohibited under this Section.
2. Eligible Account. In order to use the Send Money Service to send money, you must have one or more eligible MSGCU accounts; you must be signed up for our mobile banking service, and your payment recipients must have or sign up for a PayPal account in order to receive the funds you send. Recipients do not need to have a MSGCU Account. You do not need a PayPal account to send money using the Send Money Service. You may transfer funds up to your available balance, subject to the transfer limits and restrictions set forth in this Section. MSGCU and its Licensors are not responsible for any costs or losses incurred from transfers that are not permitted under such limitations and restrictions imposed under this Section or under applicable law.
3. Transfers from Your MSGCU Account. If you use the Send Money Service to send money, you authorize us to withdraw funds from your designated account. You agree to have sufficient available funds in your designated account for each such transfer you request until the transfer is completed or cancelled. We will not be obligated to make any transfer you may request unless there are sufficient available funds in the designated account to cover the transfer. If there are insufficient available funds to cover a transfer, we will immediately reject the transfer. We will not reattempt the transfer.

When you submit a transfer using the Send Money Service, you agree to be bound by and pay for that transfer, so it is important that you carefully review the details of the transfer, including the recipient's name, email address, and the transfer amount. Do not submit a transfer unless you are fully prepared to pay, as **all transfers are final**.

If the recipient has a PayPal account, funds will be available to the recipient as soon as your transfer request is completed. If the recipient does not have a PayPal account, the recipient will be notified of your transfer request, and will have thirty (30) days to set up a PayPal account and claim the funds. Funds not claimed by a recipient during that thirty (30) day period will be returned to your MSGCU account.

Note that if you use the Send Money Service to make a transfer from an eligible MSGCU savings account, each transfer will be counted as one of the six (6) withdrawals you are permitted to make from a savings account during any statement cycle. You are responsible for tracking your withdrawals if you elect to make a transfer from a savings account. Please refer to your Membership and Account Agreement for details about transaction limitations on transfers from savings accounts.

4. Refused and Refunded Transactions. When you send money, the recipient is not required to accept it and may return all or a portion of the funds in accordance with the recipient's PayPal User Agreement. You agree that you will not hold MSGCU and/or its Licensors liable for any damages resulting from a recipient's decision to refuse any payment made through the Send Money Service. We will return any unclaimed, refunded, or denied payment within ten (10) business days after we receive notice from PayPal that the payment is unclaimed, refunded, or denied.

5. Transfer Limits.

- Maximum transfer amount -- \$500 per transaction
- First PayPal transfer to new recipient - \$100 for first day
- Daily transfer limit -- \$500 per day

6. Prohibited Transfers. You are responsible for complying with all applicable laws in connection with your use of the Send Money Service. In addition, you may not use the Send Money Service for the following prohibited activities:

- Violation of any law, statute, ordinance or regulation;
- Sales or purchases of (i) narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, (ii) drug paraphernalia, (iii) items that encourage, promote, facilitate or instruct others to engage in illegal activity, (iv) items that promote hate, violence, racial intolerance, or the financial exploitation of a crime, (v) items that are

considered obscene, (vi) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (vii) certain sexually oriented materials or services, (viii) ammunition, firearms, or certain firearm parts or accessories, or (ix) certain weapons or knives regulated under applicable law;

- Transactions that (i) show the personal information of third parties in violation of applicable law, (ii) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or certain multilevel marketing programs, (iii) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (iv) are for the sale of certain items before the seller has control or possession of the item, (v) are by payment processors to collect payments on behalf of merchants, (vi) are associated with the following activities: the sale of traveler's checks or money orders, currency exchanges or cash checking, or (vii) provide certain credit repair or debt settlement services;
- Transactions involving the sales of products or services identified by government agencies to have a high likelihood of being fraudulent;
- Transaction that violate applicable laws or industry regulations regarding the sale of (i) tobacco products, or (ii) prescription drugs and devices;
- Transactions involving gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes.

We may suspend or revoke your access to this Service if you do not adhere to these terms. You may NOT use the Send Money Service for activities that:

7. Termination of the Send Money Service. We may terminate or suspend the Send Money Services or this Agreement, or terminate, suspend, or limit your access privileges to the Send Money Service, in whole or part, at any time for any reason without prior notice, including but not limited to, your failure to access the Send Money Service for a period of three (3) months or greater. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes.

8. Fees Related to the Send Money Service. We do not charge you a fee to use the Send Money Service. PayPal may charge a fee to your recipient, depending on the type of payment you send and the type of PayPal account the recipient has. For example, PayPal currently charges for payments made to purchase goods or services or for personal payments to recipients outside the United States. If PayPal charges a fee for a payment, the payment recipient is responsible for paying the fee.

If we process a transfer in accordance with your instructions that overdraws your account, we may assess a fee for any such overdraft in accordance with the terms of your Membership and

Account Agreement. For details on how we calculate your available balance and your liability for overdrafts, please refer to Section 14 of the Membership and Account Agreement. For a listing of fees associated with overdrawing your account, please refer to the Fee Schedule and Business Account Fee Schedule. Fees are subject to change from time to time upon notice to you as may be required by law.

Currently, we do not charge a Failed Funding Fee.

9. Other Fees or Charges You May Incur. You will be responsible for paying any telephone company or utility charges and/or Internet access service fees incurred while using telephone lines and/or Internet access services to connect with the Send Money Service.

10. Limitation of Liability ; No Warranties. EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, MSGCU AND/OR ITS LICENSORS SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE SEND MONEY SERVICE, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SEND MONEY SERVICE IS AT YOUR SOLE RISK AND THAT THE SEND MONEY SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT NEITHER MSGCU OR ITS LICENSORS MAKE ANY WARRANTY THAT THE SEND MONEY SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, MSGCU AND ITS LICENSORS DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE SEND MONEY SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES.

11. Amendments to Send Money Service Terms and Conditions. We may amend or change the terms and conditions of use of the Send Money Service (including any applicable fees and service charges) from time to time, in our sole discretion, by sending you written notice by electronic mail, postal mail, or by posting the updated terms on our website at _____ . If at any time you find the terms and conditions of the Send Money Service unacceptable, you should discontinue your use of the Send Money Service. Your

continued use of the Send Money Service after we have made such changes available will be considered your agreement to such changes.

H. Posting of Transactions; Periodic Statements

Transfers you initiate through the System will be posted in real time. You will *NOT* receive a separate statement regarding transactions you complete online. All transactions will appear on the periodic statement for the account(s) that have been accessed and transactions performed via the System. You may also view account activity on the appropriate System screens.

I. Security

The agreed security procedure is use of your user id and password. The user id and password are intended to provide security against unauthorized access to your account. All data transferred to and from the System utilizes encryption technology consistent with industry standards to reasonably protect the security of data transferred. It is your sole responsibility to assure that your account number, user id, and password are not revealed or otherwise made available to persons not authorized to access your accounts.

The loss, theft, or unauthorized use of your account number, user id, and password could result in the loss of funds in your account, plus any amount that may be available under an overdraft protection line of credit. Except as may otherwise be required by law, you agree to assume all liability for voluntary disclosure of your account numbers and password 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 to whom you have given your account number and password. **YOU ALSO AGREE TO IMMEDIATELY NOTIFY US 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 the System 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 the System. 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 30 days.

J. Fees and Charges

You agree to pay all fees and charges due and owing to us for use of the System and authorize payment of such fees via deduction on the 1st day of each month from your account. Fees and charges for use of the System shall be those listed in the current Fee Schedule and Business Account Fee Schedule which can be accessed by clicking [here](#). These fees shall be in addition to any regular transaction fees that may be in effect for accounts you access via the System. In addition, we may assess a fee for any bill payment request drawn against an account for which

there are insufficient available funds. Under no circumstances will MSGCU be responsible for telephone or Internet Service Provider fees you incur to access the System.

K. Joint Accounts

If any of your accounts accessed through the System are joint accounts, all joint owners, shall be bound by this Agreement, and, alone and together, shall be responsible for all transfers initiated through the System. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any transaction on any account from any joint account owner.

L. Warranty Disclaimer

. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE EXTENT PERMITTED BY LAW, LICENSOR DISCLAIMS 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 MSGCU NOR ITS LICENSORS WARRANT THAT THE SYSTEM OR THE SOFTWARE WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR WILL MEET YOUR REQUIREMENTS. NEITHER MSGCU NOR ITS LICENSORS MAKE ANY WARRANTY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY SOFTWARE, OR ANY HARDWARE OR OTHER MATERIALS NOT PROVIDED BY MSGCU AND/OR LICENSOR. NEITHER MSGCU NOR ITS LICENSORS HAVE ANY OBLIGATION TO MAINTAIN OR SUPPORT THE SOFTWARE EXCEPT AS EXPRESSLY PROVIDED HEREIN. IF YOU FAIL TO UPGRADE THE SOFTWARE TO THE MOST RECENT VERSION AFTER BEING GIVEN THE OPPORTUNITY TO DO SO, ALL REPRESENTATIONS AND WARRANTIES REGARDING THE SYSTEM AND/OR THE SOFTWARE ARE VOID.

M. Limitation of Liability and Indemnification

1. Limitation of Liability. YOU AGREE THAT EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, YOU AGREE THAT THE ENTIRE LIABILITY OF MSGCU AND/OR ITS LICENSORS 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 \$5,000.00, WHICHEVER AMOUNT IS LESS. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY WILL LICENSEE, LICENSOR, 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 SYSTEM OR THE

SOFTWARE (WHETHER OR NOT DUE TO DEFECTS THEREIN). IN NO EVENT WILL MSGCU AND/OR ITS LICENSORS BE LIABLE FOR ANY DAMAGES EVEN IF MSGCU AND/OR ITS LICENSORS 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 MSGCU'S OR LICENSORS' NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION.

2. Indemnification. You agree to defend, indemnify, and hold harmless MSGCU, Licensors, 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 System or your use, reproduction or distribution of the Software.

N. Contact with Michigan Schools & Government Credit Union

You may contact us for any reason related to this Agreement by telephoning (586) 263-8800 or by writing to Michigan Schools & Government Credit Union, 40400 Garfield Road, Clinton Township, MI 48038. You agree to immediately notify us of any change in your mailing address or email address.

O. Addendum to Electronic Funds Transfer Disclosure

The following information supplements the information contained in the Electronic Funds Transfer Agreement provided to you in connection with the Electronic Funds Transfer Act.

Types of Transfers You May Make

You may make the following types of electronic funds transfers using the Bill Payment Services:

- Make recurring payments from your checking account
- Make nonrecurring payments from your checking account
- Make transfers from your checking account to another financial institution

Limitations on Bill Payment Service Transactions

- Bill payments can only be made from your checking account
- Payments cannot be made for tax payments, government or court-ordered payments
- If your designated bill payment account is closed all scheduled payments will be stopped
- You cannot stop a payment if the payment has already been processed
- You can schedule payments 24 hours a day, seven (7) days a week, however, payments scheduled on a Saturday, Sunday, or on a holiday will be processed within one to two business days
- There is a maximum dollar amount of \$9,999. There are no limitations on the frequency of transfers.

Fees

You may be assessed fees for the above-described electronic funds transfers. Please refer to the Fee Schedule and Business Account Fee Schedule for a current listing of all fees associated with use of the System. and Please refer to Section I of this Agreement.

P. Termination

This Agreement may be terminated by you or by MSGCU and/or its Licensors at any time, for any reason. Your failure to comply with any term or condition of this Agreement may result in the immediate termination of this Agreement. Upon termination, you agree to immediately destroy all copies of the Software and any documentation in your possession or control, together with any and all copies thereof.

Q. Miscellaneous Terms

Other Agreements. In addition to this Agreement and your Electronic Funds Transfer Agreement, you agree to comply with and be bound by all terms and conditions of all applicable account agreements with MSGCU, and with all applicable laws and regulations. We refer you to your Membership and 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.

No Waiver. 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 MSGCU. 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 your address as it appears in our records. Any use of the System after we send you a notice of change shall constitute your acceptance of such change in terms of this Agreement.

Section Headings. Sections 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.

Severability. 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.

Entire Agreement. This Agreement, together with the Membership and Account Agreement and any other agreements and documents referenced herein, is the complete and exclusive statement of the agreement between you and MSGCU and its Licensors, and supersedes all proposals or prior agreements, oral or written, and all other communications between you and Licensor relating to the subject matter of this Agreement. This Agreement may only be modified by a written agreement signed by both you and MSGCU and its Licensors.

Successors and Assigns. This Agreement shall be binding upon the successors and/or assigns 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.

Consent to Contact. By providing us with your telephone number, including a wireless or cellular telephone number, you agree to receive automated calls, including SMS text, autodialed and prerecorded message calls related to this Agreement and your MSGCU accounts at that number.

Choice of Law. In the event of any dispute between you and MSGCU, this Agreement shall be subject governed by and construed in accordance with the laws of the State of Michigan, without reference to conflicts of laws principles. You agree that unless you timely opted out of Arbitration as set forth in the Membership and Account Agreement, any disputes arising under this Agreement shall be subject to the Resolution of Disputes by Arbitration Provision of the Membership and Account Agreement.

In the event of dispute involving you and Licensor Access Softek, this Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to conflicts of laws principles. You agree to be subject to personal jurisdiction in the State of California for the purposes of enforcing the provisions of this Agreement.

In the event of a dispute between you and both MSGCU and Licensor Access Softek, you agree that you must pursue such disputes separately in accordance with the terms of this Governing Law provision, and that such actions may not be joined into a single proceeding unless both MSGCU and Licensor Access Softek specifically agree to same.

R. Your Acceptance

By downloading, installing or using any part of the Software, or by accessing your account(s) via the System you represent that you have read, fully understand and accept the terms of this Agreement, and agree to be bound it its terms and conditions..