

SERVICES TERMS AND CONDITIONS

The following terms and conditions govern the manner in which Birmingham Bloomfield Credit Union (Us, We, Our) will provide Virtual Branch Home Banking Service to You:

Our Member Service Information

Our Member Service is available at (248) 647-5958 during the following hours:

- ◆ 9:00am to 5:00pm Monday through Thursday
- ◆ 9:00am to 6:00pm Friday
- ◆ Excluding Holidays as Published

Mail may also be addressed to:

Birmingham Bloomfield Credit Union
576 E. Lincoln
Birmingham, MI 48009

Services

You authorize Us to utilize IntegraSys to provide Services to You on Our behalf.

We reserve the right to refuse to make any payment and/or transfer.

Funds will arrive at Your targeted Account as close as reasonably possible to the date designated by You in Your payment and/or transfer instruction (Payment Date). Subject to the terms and conditions of this Agreement, for each properly instructed payment and/or transfer to a targeted Account You will receive a transaction confirmation number (Confirmation Number).

The Payment Date indicated by You must always be a Business Day (as defined below). If it is not, the Payment Date will be deemed to be the first Business Day after the date indicated.

UNLESS YOU RECEIVE A CONFIRMATION NUMBER, WE SHALL NOT BE LIABLE FOR ANY FAILURE TO MAKE A PAYMENT AND/OR TRANSFER, INCLUDING ANY FINANCE CHARGES OR LATE FEES INCURRED AS A RESULT. IT IS ALSO IMPORTANT THAT THE PAYMENT DATE BE ON OR BEFORE THE DUE DATE, NOT THE LATE DATE, AND, SINCE THE TIME FOR US TO PROCESS YOUR PAYMENT VARIES, YOU MUST BECOME FAMILIAR WITH THE PAYMENT PROCESSING TIME FOR EACH ACCOUNT YOU DESIRE TO PAY, AND ALLOW THE APPROPRIATE NUMBER OF BUSINESS DAYS BETWEEN THE DAY YOU INPUT YOUR PAYMENT INSTRUCTION AND THE PAYMENT DATE. IN THE EVENT THAT YOU DO NOT ADHERE TO THE OBLIGATIONS SET FORTH IN THIS AGREEMENT, OR YOU SCHEDULE A PAYMENT LESS THAN THE NUMBER OF BUSINESS DAYS BEFORE THE DUE DATE REQUIRED FOR A PARTICULAR PAYMENT, YOU WILL BEAR FULL RESPONSIBILITY FOR ALL PENALTIES AND LATE FEES AND WE WILL NOT BE LIABLE FOR ANY SUCH CHARGES OR FEES. THIS ABSENCE OF LIABILITY, HOWEVER, DOES NOT PRECLUDE SERVICE FROM WORKING TO RESOLVE THESE TYPES OF ISSUES WHEN THEY ARISE. IF REQUIRED WE WILL BE RESPONSIBLE FOR PROVIDING PROVISIONAL CREDIT IF PAYMENT DISPUTES THIS ACTION.

Limitation Under no circumstances will We be liable if We are unable to complete any payments and/or transfers initiated in a timely manner via the Service because of the existence of any one or more of the following circumstances:

1. You do not obtain Confirmation at the time You initiate a payment and/or transfer.
2. The designated Account does not contain sufficient funds to complete the payment and/or transfer.
3. You have closed the designated Account.
4. We have identified You as a credit risk and have chosen to (i) make all payments and/or transfers initiated by You via the Service utilizing a paper, as opposed to electronic, method, or (ii) to terminate Your subscription to the Service.
5. The Service, Your equipment, the software, or any communications link is not working properly and You know or have been advised by Us about the malfunction before You execute the transaction.
6. You have not provided Us with the correct information for those Accounts to which You wish to make a transfer.
7. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside source, system down time) prevent the proper execution of the transaction and We have taken reasonable precautions to avoid these circumstances.

WE ARE NOT RESPONSIBLE FOR ANY OTHER LOSS, DAMAGE OR INJURY, WHETHER CAUSED BY YOUR EQUIPMENT OR SOFTWARE, THE SERVICE, OR ANY TECHNICAL OR EDITORIAL ERRORS CONTAINED IN OR OMISSIONS FROM ANY USER GUIDE/BROCHURE RELATED TO THE SERVICE. WE SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF YOUR EQUIPMENT, SOFTWARE OR THE SERVICE, EXCEPT WHERE THE LAW REQUIRES A DIFFERENT STANDARD.

Payment Cancellation/Modification Except for those transfers which are completed immediately, You may cancel or modify a payment and/or transfer up to 2:00 p.m. Eastern Time (ET) the same Business Day You schedule for payment and/or transfer.

Statements All payments and/or transfers made via the Service will be listed on Your monthly Account statements (Statement) that you receive from Us.

New Services We may, from time to time, introduce new services or enhance the existing Service. We shall notify You of the existence of these new or enhanced services. By using these services when they become available, You agree to be bound by the obligations concerning these services, which will be sent to You.

Care of Your Security Code and Security You agree that You will not give your Service security code (Security Code) or make it available to any other person. If You believe that Your Security Code has been lost or stolen, or that someone has made payments and/or transfers using Your Security Code without Your permission, notify Us IMMEDIATELY by phone any time during Member Service hours

or send an electronic message through the Service.

Your Liability for Unauthorized Payments If you believe that your Security Code has been lost or stolen, notify Us IMMEDIATELY as provided above in order to keep your possible losses down. If you notify Us within two (2) Business Days after You learn of the loss or theft, your maximum liability is \$50.00.

If you do NOT notify Us within two (2) Business Days after You learn of the loss or theft of your Security Code, and We can prove that We could have prevented someone from using Your Security Code if You had told Us in time, Your maximum liability is \$ 500.00.

If your Statement contains payments and/or transfers that You did not make, notify Us IMMEDIATELY. If You do not notify Us within sixty (60) days after the Statement was mailed to You, You may not get back any of the money You lost 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 a long trip) prevented You from telling Us, We may at Our discretion, extend the time.

Errors and Questions Contact Us as soon as possible at either the address or telephone number described above if You think that a payment and/or transfer listed on Your statement is in error or if You need more information about a payment and/or transfer listed on the Statement. We must hear from You no later than sixty (60) days after You received the first Statement on which the problem or error appeared.

When You call or write Us, You must:

1. Tell Your name, User ID, and account number.
2. Describe the payment and/or transfer You are unsure about (Account information, Transaction Date, Transaction Amount) and explain as clearly as You can why You believe it is an error or need more information. If possible, please provide Us with the Confirmation Number for such transaction.
3. Tell Us the dollar amount of the suspected error. If You tell Us orally, or by using the Services' electronic mail, We may require that You send Your complaint in writing within ten (10) Business Days. We will tell You the result of Our investigation within ten (10) Business Days after We receive Your complaint and will correct any Service error promptly. If We need more time, We may take up to fortyfive (45) days to investigate the complaint or question. If We decide do this, We will recredit Your Account within ten (10) Business Days after we hear from you, for the amount You think is in error in order that You may have the use of the money during the time it takes to complete Our investigation. If We ask You to put Your question or complaint in writing and We do not receive it within ten (10) Business Days, We may not recredit Your Account. If We decide that there was no error, We will mail or transmit to You a written explanation within three (3) Business Days after We have completed the investigation, and within ten (10) Business days of the date of such explanation, We will debit Your account of the amount previously recredited to You for use during the time We took to complete Our investigation. You may ask for copies of documents used during Our investigation.

Disclosure of Account Information to Third Parties We will only disclose information to third parties about Your Accounts:

1. When it is necessary for completing payments and/or transfers;
2. In order to comply with a government agency or court order; or
3. If You give us Your permission.

Charges We reserve the right to charge you a monthly fee for the Service. In the event that a fee be imposed, You will be notified prior to the fee going in to effect. You may pay all Service charges from a designated Account. In the event of Your failure to timely pay Us, You authorize Us to effect automatic payment from Your share draft (checking) account by electronic means.

In the event We are unable to process a Service transaction, (if, for example, there are insufficient funds in Your designated Accounts) the transaction will result in a "Failed Payment and/or Transfer". In such event, We will charge the total cost of the transaction, including any service charges, to You. In the event of repetitive Failed Payment and/or Transfer, We reserve the right to suspend Your subscription to the Service. This suspension may be without prior notice to You. If Your subscription is suspended,

transactions which were previously initiated may still continue to be processed unless canceled and confirmation of such cancellation is provided as specified below. Suspension will be handled by Member Service and all inquiries and correspondence relating thereto including requests for reinstatement should be directed to Member Service. In the event Your subscription is suspended, We will notify You by mail to Your listed address.

Fee Schedule You agree to pay Us the fees to be published by Us from time to time.

Additional Terms and Conditions

1. In addition to the foregoing, You agree to be bound by and comply with the requirements of the Virtual Branch User Guide and applicable state and federal laws and regulations. We agree to be bound by them too.
2. We reserve the right to terminate Your use of the Service, in whole or in part, at any time without prior notice.
3. You may cancel Your subscription to the Service, upon thirty (30) days prior notice to Member Service. You will be responsible for all payments and/or transfers You have requested prior to termination and for all other charges, fees, and taxes incurred.

BE SURE TO CANCEL ALL OUTSTANDING PAYMENT AND/OR TRANSFER ORDERS WITHIN THE 30 DAY NOTIFICATION PERIOD. WE WILL NOT BE LIABLE FOR PAYMENTS AND/OR TRANSFERS NOT CANCELLED OR MADE DUE TO YOUR ACTIONS RELATED TO SERVICE TERMINATION.

4. These Terms and Conditions, the Virtual Branch User Guide and applicable Service fees and charges may only be altered or amended by Us. In such event, We shall send notice to You at your listed address or transmit notice of the alteration or amendment over the Service. Your use of the Service following receipt of such notice constitutes acceptance of such alterations or amendments.
5. In the event of a dispute regarding the Service, You and We agree to resolve this dispute by looking to these Terms and Conditions. These Terms and Conditions shall supersede any and all other representations made by You or Our employees.
6. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Michigan.
7. Business Days are Monday through Friday excluding banking holidays.