



CHRISTIAN FINANCIAL CREDIT UNION ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

This Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Online Banking and Mobile Banking Service (jointly referred to as the "Service") provided by Christian Financial Credit Union. In this Agreement, the words "you" and "yours" mean those who submit a request for access to the Service and any authorized users. The word "account(s)" means any one or more savings, checking, and loan accounts you have with Christian Financial Credit Union. In this Agreement the words "we" and "us" and "our" and "ours" and "Credit Union" and "Christian Financial" mean Christian Financial Credit Union. This Agreement also describes the rights and obligations of Christian Financial Credit Union.

This Agreement shall be an addendum to the existing Electronic Fund Disclosure and Agreement that you received upon opening your account with the Credit Union. Please visit <https://www.christianfinancialcu.com/Disclosures> or call (586)772.6330 to obtain a copy of the current Electronic Fund Disclosure and Agreement.

These terms and conditions contained in this Agreement are in addition to those that apply to any accounts you have with us, or any other services you obtain from us, including, but not limited to the Account Agreement, and any other agreements and disclosures provided to you (the "Related Agreements"). You must also follow all of our instructions and procedures applicable to the services covered by this Agreement. In the event of a conflict between this Agreement, the Related Agreements, and/or any of the other referenced documents, this Agreement shall control.

Please read this Agreement carefully. By requesting and using the Service, you agree to comply with the terms and conditions of this Agreement, and any amendments. If you do not wish to be bound by these terms and conditions, you may not access or use the Service. For certain Online and Mobile Banking services, including but not limited to Bill Pay and Mobile Deposit Capture, you may be required to agree to additional terms and conditions.

The terms of this Agreement apply to consumer members, except as specifically provided in this Agreement.

Please visit <https://www.christianfinancialcu.com/Disclosures> or call (586)772.6330 to obtain the current Account Agreement and Fee Schedule.

E-Sign and Conducting Business Electronically ("E-Sign Consent"): This notice is to provide you with your rights under the Electronic Signatures and National Commerce Act ("E-Sign").

You are not required to agree to the terms and conditions of this E-Sign Consent. However, if you do not wish to be bound by the terms and conditions of the E-Sign Consent, you may not access or use any of the electronic banking services provided under this Agreement.

By accepting this Agreement, you understand that you will be conducting business with the Credit Union electronically, and you are consenting to receive, review, and retain communications and disclosures, periodic statements, notices, terms and conditions ("Communications"), related to the opening and ongoing maintenance of the account(s) you access electronically. The specific Communications will be provided electronically following your acceptance of this Agreement.

You have the right to receive a paper copy of the Communications sent electronically. To receive a paper copy, please call a Christian Financial representative at 586.772.6330, visit our website www.christianfinancialcu.org, or visit any of our branch locations. Your request must be made within a reasonable time of the electronic delivery of the Communication. If you request any initial documents electronically or in paper form, there will not be a fee. With the exception of documents such as copies of checks or other items, copies of disclosures and other notices will be mailed at no charge (see Fee Schedule).

The Communications you may receive electronically include, but are not limited to the following:

- Periodic Statements ("eStatements")



- Membership Agreement and Disclosures
- Privacy Policy Notice
- Notification of any changes in the terms of your account(s)
- Notification of any changes in the terms of any agreements you have with the Credit Union, including this Agreement, the Electronic Fund Transfer Agreement and Disclosure, or other account or services agreement
- Maturity / Expiration Notices
- Notices under the Electronic Fund Transfer or Truth in Lending Acts related to dispute or error resolution
- Regulatory disclosures
- Other notices we are required to provide

The types of Communications available electronically are subject to change, and if additional Communications become available in an electronic format, you agree to receive those Communications electronically. Your consent remains in effect until you give us notice that you are withdrawing it in accordance with this E-Sign Consent. You also agree that we do not need to provide you with an additional paper (non-electronic) copy of the Communications disclosed herein, unless specifically requested. We may always, in our sole discretion, provide you with any Communication in writing, even if you have chosen to receive it electronically.

You understand the Credit Union will communicate with you at the email address you provide. You agree to provide and maintain a valid, active email address with the Credit Union at which you can receive and view emails. You understand the Credit Union is not liable for any third-party fees, other legal liability or any other issues or liabilities arising from Communications being sent to an invalid or inactive email address that you have provided. Once provided, you can update your email address in the 'My Settings' area within the Service or by visiting any Christian Financial branch location.

Each account owner may provide an email address for the account in connection with each owner's consent to receive electronic Communications. Only one account owner's authorization is required to enroll in electronic delivery. For purposes of electronic notification for paperless statements and other Communications on a joint or multiple owner Account, you agree that electronic notifications delivered to the email address of the Account owner who chooses electronic delivery will constitute delivery to all Account owners.

By accepting this E-Sign Consent you are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, delegates, product owners and/or service users identified with your accounts or services.

By using the Service to electronically receive, review, and retain a document sent using the Service, you confirm that you have the required hardware and software to use the Service, and can view, download, and retain such documents. In addition, you affirm that you can access, read, electronically save, and retain this Consent.

Withdrawal of Electronic Acceptance of Disclosure and Notices: You understand that you may withdraw your consent to receive Electronic Communications by contacting the Credit Union by one of the following methods:

- By calling 586.772.6330
- By visiting any Christian Financial branch location
- Within the eStatement application

You understand that the withdrawal of your consent to receive any future Communications electronically will mean that you may no longer access or use any of the banking services provided under this Agreement.

System Requirements: You are responsible for obtaining, installing, maintaining, and operating all hardware, software, and internet service necessary to access the Service. Christian Financial is not responsible for any errors, failures, or losses resulting from the malfunction of your hardware, software, or internet access. Christian Financial is also not responsible for any virus or related problems that may be associated with the use of an online system. As browsers are updated, older versions may not function effectively for the Service. It is your responsibility to



upgrade your browser to meet the stated system specifications to ensure that you can continue to access the Service. You should also understand that the stated system specifications may be amended from time to time and use of a current browser with vendor recommended security patches is considered a best practice.

To receive and retain electronic Communications from Christian Financial, you must have the following equipment and software:

- A personal computer or other device which is capable of accessing the Internet. Your access to this page verifies that your system/device meets these requirements.
- A connection to the Internet
- A current version (supported by its publisher) of an Internet web browser such as Chrome, Firefox, Safari, and Edge which we support
- A current version of an iOS or Android operating system
- Cookies and Javascript enabled
- Minimum screen resolution for responsive content (320 pixels wide)
- Minimum screen resolution for non-responsive content (1024 x 768 pixels)
- You must have software which permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader®(available for downloading at <http://get.adobe.com/reader>)

You understand Communications will be available on our website. All Communications will be delivered as a printable web page or in Portable Document Format ("PDF").

Fees: Please refer to our Fee Schedule for a complete list of fees associated with the Service. From time to time, the fees may be changed. We will notify you of any changes as required by law.

Access to the Service and Eligibility: Once you have accepted this Agreement, Christian Financial will provide instructions on how to use the Service. You will gain access through the use of your internet-enabled device, your internet service provider, your User ID, and your Password. You may access your online accounts 24 hours a day, 7 days a week. However, availability of the Service may be suspended for brief periods of time for purposes of maintenance, updating, and revising the software. In order to use the Service, you must have an account in good standing. You are responsible for the installation, maintenance, and operation of your Internet-enabled device. Christian Financial will not be responsible for any errors or failures involving any telephone or other Internet service and/or your Internet-enabled device. Christian Financial reserves the right to deny access to your accounts within the Service and deny transactions under certain circumstances.

Use of SMS Messaging: Users of the Service may receive SMS messages relating to account verification. To verify your account, the Credit Union will send you an SMS message with a verification code that you will need to confirm your identification. **You should not share this verification code with any person or entity. Credit Union representatives will never ask you to provide them with this verification code.** You may also receive SMS messages related to your transactions from time to time if eAlerts are activated, but please be aware that your carrier's normal rates and fees, such as text messaging fees, will still apply.

Use and Security of your Login Credentials: Your User ID and Password ("Login Credentials") are required to access the Service. You accept total responsibility for keeping your Login Credentials secure and confidential and agree to follow all provisions of this Agreement related to security.

You agree not to disclose or otherwise make your Login Credentials available to anyone not authorized by you to sign on your accounts. If you authorize anyone to use your Login Credentials, you understand that person may use the Service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your Login Credentials and you agree that the use of your Login Credentials will have the same effect as your signature authorizing transactions.



If you authorize anyone to use your Login Credentials, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your Login Credentials. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your Login Credentials are changed. If you fail to maintain or change the security of your Login Credentials and the Credit Union suffers a loss, we may terminate your access to the Service immediately.

In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give or make your account information or Login Credentials available to any person(s) not authorized to access to your account,
- Do not allow multiple users access to your internet-enabled device via Touch ID,
- Do not leave your Internet-enabled devices unattended while you are in the Service,
- Never leave your account information within the view of others, and
- Do not send privileged account information (account number, User ID, Password, etc.) in any public or general e-mail system

To protect your personal information from unauthorized access and use, we use security measures that comply with applicable federal and state laws. These measures may include Secure Socket Layer (SSL), Transport Layer Security (TLS), or a similar encryption standard technology. SSL is a security protocol for data transfer on the internet. This technology scrambles your account information as it moves between your internet-enabled device's browser and Christian Financial's computer system. This secure session helps protect the safety and confidentiality of your information when you bank with us online. We also limit access to your personal information to those who need it to do their jobs. The 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 Service.

If you believe your Login Credentials have been compromised, or if you suspect any fraudulent activity on your account, you must notify Christian Financial immediately at 586.772.6330 during normal business hours. You can update your User ID and/or Password within the Service under 'My Settings – Login & Security'.

Biometric Login for Mobile Banking: Biometric Login is an optional sign-in method for Mobile Banking which uses fingerprint or facial recognition technology that is currently available for most Apple® and Android® devices that have such technology enabled. To use Biometric Login, you will need to save your biometric credentials by adjusting the settings on your device to complete the setup (for more help contact Apple support at apple.com/support or the manufacturer of your Android device). Biometrics are stored on your device only and the Credit Union never sees or stores your biometric information. You acknowledge that by enabling Biometric Login, you will allow anyone who has a biometric stored on your device access to your personal and payment account information within Christian Financial Credit Union Mobile Banking. Christian Financial Credit Union reserves the right to suspend or disable this feature at any time. Biometric Login can only be associated with one username at a time on a device. In order to use a different username on the same device, the user must log in, disable biometric in the app, then re-enable while in the banking session for the username that the user wants biometric to be enabled for. If your device doesn't recognize your biometric, you can sign in using your password. To use Biometric Login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Biometric Login by accessing the settings under the More Menu in Mobile Banking.

Services Available within the Service: At the present time, you may use the Service to:

- Check account balances and review transaction history for your savings, checking, certificate of deposit, and loan accounts,
- Transfer available funds from a savings or checking account or make a payment on a loan,
- Transfer available funds to and from an external account at another financial institution owned by you,



- Pay bills to eligible payees with the Bill Payment Service (a separate enrollment and disclosure acceptance is required to utilize this service),
- Use Zelle to send money to friends and family (a separate enrollment and disclosure acceptance is required to utilize this service),
- View a copy of the front and back of any check that cleared through the account history,
- Access your account statements,
- Download account history to your internet-enabled device or financial software,
- Utilize the Money Management budgeting tool to track your spending, set up a budget, and set financial goals (a separate enrollment and disclosure acceptance is required to utilize this service),
- Reorder checks,
- Place stop payments on checks,
- Update your personal and contact information,
- Submit an application for a new deposit or loan product,
- Disable your debit card or credit card, access card credentials, request a replacement card, set up card alerts and card limits, and notify Christian Financial of your travel plans within Card Management (a separate enrollment and disclosure acceptance is required to utilize this service),
- Access your credit card, investments, or mortgage,
- Update insurance information on your collateralized loan,
- Gain access to credit report monitoring, file credit disputes, and apply for loans with Christian Financial using Credit Coach
- Deposit checks remotely using your mobile device camera (a separate enrollment and disclosure acceptance is required to utilize this service),
- Capture and upload paper or email receipts for consolidation and tracking with Digital Receipts using your mobile device camera,
- Receive personalized Push Notifications while utilizing the Mobile Application,
- Schedule reoccurring transfers,
- Schedule eAlert notifications, and
- File a debit dispute.

As a feature of your digital banking account, we will provide you with your credit score and report via our Credit Coach service. This is a soft pull and will not affect your credit score.

You authorize our partner SavvyMoney, Inc. to continuously obtain your credit report and use the information to verify your identity, provide you with financial education, and invite you to apply for products and services made available by us.

[Click here](#) if you wish to decline enrollment in SavvyMoney services.

By accepting this Agreement, you are accepting SavvyMoney's [Terms of Service](#) and [Privacy Policy](#) (unless you completed the decline enrollment instructions above). You may revoke this authorization at any time through your Credit Coach profile settings. Please note that users under age 18 will not be enrolled in the Credit Coach service.

New services may be introduced for Online and Mobile Banking from time to time. Christian Financial will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

Transactions involving your savings and checking accounts will be subject to the terms of your Account Agreement and Truth in Savings Disclosures. Transactions involving your loan accounts will be subject to your Loan Agreement and Disclosures.

Service Limitations and Requirements: The following limitations and requirements related to online transactions may apply:



- i. Transaction Authorization - You authorize us to debit your account for any transactions processed through the Service, and for any fees incurred. You authorize us to initiate any reversing entry or reversing file, and to debit your accounts at the Credit Union or elsewhere, in order to correct any erroneous transaction. You agree to cooperate with any action to reverse a transaction that was made in error and to offset any benefit you receive against any loss we suffer.
- ii. Transfers - You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.
- iii. Account Information - The account balance and transaction history may be limited to recent account information. Availability of funds for transfer or withdrawal may be limited due to the processing time required for debit card transactions and our Funds Availability Policy.
- iv. Contacting Us - If you send Christian Financial a message, Christian Financial will be deemed to have received it on the following business day. You should not rely on messages if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur. Please note that the message form is not encrypted. Please do not send any personally identifiable information via this form (i.e. social security number, member number, etc.).

Important Notice Regarding Linked Accounts: All accounts with the credit union that you enroll in the Service will be linked by the tax identification numbers of the persons or entities authorized to access the account. The linked accounts will appear together without regard to the ownership of the accounts. For example, if an authorized user of a linked account accesses the Service, that authorized user will be able to view and access at a single time the following accounts:

- the accounts of the business for which that person is an authorized user;
- the accounts of any other business for which that person is an authorized user; and
- any consumer accounts for which the person is a co-owner or authorized signer.

Your Representations and Warranties: You represent and agree to the following by enrolling in and/or using the Service:

- i. Account Ownership/Accurate Information. You represent that you are the legal owner or Authorized Representative of the Accounts and other financial information which may be accessed via Online Banking and Mobile Banking. You represent and agree that all information you provide to us in connection with Online Banking and Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Online Banking and Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of any PC and/or Mobile Device you will use to access Online Banking and Mobile Banking.
- ii. User Security - You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using the Service. You agree not to leave Internet-connected device unattended while logged into the Service, and to log off immediately at the completion of each access by you. You agree not to provide your Login Credentials to any unauthorized person. You agree not to use any personally identifiable information when creating shortcuts to your account. We make no representation that any content or use of Service is available for use in locations outside of the United States. Accessing the Service from locations outside of the United States is at your own risk.



- iii. **User Conduct** - You agree not to use the Service, or the content or information delivered through the Service in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to the Service; (i) interfere with or disrupt the use of the Service by any other user; or (j) use the Service in such a manner as to gain unauthorized entry or access to the computer systems of others.
- iv. **No Commercial Use or Re-Sale** - You agree that Online Banking and Mobile Banking are only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of the Service, or resell, lease, rent or distribute access to the Service.

Unlawful Activity: You may not use the Service for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. You agree that all transactions that you initiate by use of the Service are legal in the jurisdiction where you live and/or where the transaction occurred. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right, but not the obligation, to monitor and remove communications content that we find in our sole discretion to be objectionable in any way.

eAlerts: The eAlerts are a tool for managing accounts. eAlerts can be established through the Service to provide account information such as: balance updates, transaction activity including low and high balance thresholds, large deposit or withdrawal thresholds, checks cleared, and reminders such as loan payment due and certificate maturity. However, do not rely solely on eAlerts for account information. Although the Credit Union makes every effort to ensure alerts are delivered as expected, there are conditions that may make the alerts unreliable such as, but not limited to: spam filters, relay detectors, inaccurate or obsolete email addresses, network or system failures, etc. The eAlerts are designed to give you timely notice of specific events, it may not always provide immediate notice. Balances shown on eAlerts may not reflect actual available balances. The Credit Union recommends that the service be tested prior to regular use to identify any limiting conditions that may be present. The Credit Union does not guarantee the delivery of any account alert. Text and data fees may apply when using this service.

Your use of eAlerts is at your own risk. Under no circumstances shall Christian Financial be liable for any type of damage including fees resulting in any way from your use or reliance upon the eAlerts Service or the contents of specific eAlerts. We assume no responsibility for the timeliness, accuracy, reliability, deletion, miss-delivery or completeness of any eAlerts we may send you. You agree that we will not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information, you agree to contact us by phone directly or by accessing online banking.

Location Based Information: Mobile Banking collects location data to enable push notifications even when the application is closed or not in use. It is also used to support promotional offers from the Credit Union. If you use any location-based feature of Mobile Banking, you agree that your geographic location and other personal information may be accessed and disclosed through Mobile Banking. If you wish to revoke access to such information, you must cease using location-based features of Mobile Banking via your device's settings.

Privacy: While using the Service, 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 emails, 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 the Service 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. Please refer to the Christian Financial Privacy Policy for further information regarding our privacy procedures.

Statements: Transfers and withdrawals made through the Service will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

Amending and Terminating This Agreement: This Agreement will remain in effect until it is amended or terminated. The Credit Union has the right to terminate this Agreement for any reason, including inactivity, at any time. We may send you notice of any termination, but we are not required to do so unless applicable law requires us to provide such notice. Once we terminate this Agreement, no further or pending transfers will be made, including, but not limited to, any transfers scheduled in advance or any preauthorized recurring transfers. The Credit Union also has the right to make changes to this Agreement at any time. We will send you notice of any changes where required to do so under applicable law. Any use of the Service after we send you a notice of change shall constitute your acceptance of such changes.

You may terminate this Agreement at any time by notifying us in writing. Any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your written notice, no further or pending transfers will be made, including, but not limited to, transfers scheduled in advance or any preauthorized recurring transfers. You are not permitted to amend or alter this Agreement without our express consent. Any attempt to do so will be void and unenforceable.

Indemnification: You agree to defend, indemnify, and hold harmless the Credit Union, its licensors and service providers, and their respective officers, directors, employees, contractors, agents, suppliers and/or 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 Service.

Third Party Websites: The Service may contain or reference links to websites operated by third parties ("Third-Party Websites"). These links are provided as a convenience only. Such Third-Party Websites are not under our control. We are not responsible for the content of any Third-Party Website or any link contained in a Third-Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, and the inclusion of any link in the Service or any other services provided in connection with it is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification, or monitoring by us of any information contained in any Third-Party Website. In no event will we be responsible for the information contained in such Third-Party Website or for your use of or inability to use such website. Access to any Third-Party Website is at your own risk, and you acknowledge and understand that linked Third-Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

Warranty Disclaimer: YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE SERVICE. THE CREDIT UNION MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. YOU HEREBY ASSUME ALL RISKS RELATING TO THE FOREGOING. THE CREDIT UNION DOES NOT MAKE ANY WARRANTY, EXPRESSED OR IMPLIED, TO YOU REGARDING QUICKEN PRODUCTS (QUICKBOOKS OR QUICKEN) OR ANY OTHER SOFTWARE



PROGRAMS INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Damages: EXCEPT WHERE OTHERWISE REQUIRED BY LAW, NEITHER THE CREDIT UNION NOR ITS SERVICE PROVIDERS AND LICENSORS, NOR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS OR AGENTS ARE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS, REVENUE OR DATA, WHETHER IN AN ACTION BASED IN CONTRACT, TORT, OR WARRANTY, CAUSED BY THE CREDIT UNION, THE SERVICE OR THE USE THEREOF, OR ARISING OUT OF THE INSTALLATION, USE OR MAINTENANCE OF ANY PRODUCTS OR SERVICES SUBJECT TO THIS AGREEMENT. EXCEPT AS OTHERWISE REQUIRED BY LAW, NEITHER WE NOR OUR SERVICE PROVIDERS AND LICENSORS, SHALL BE LIABLE FOR ANY ACTION OR INACTION EXCEPT FOR OUR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE. EXCEPT AS MAY BE OTHERWISE REQUIRED BY LAW, YOU AGREE THAT IN NO EVENT SHALL THE CREDIT UNION'S LIABILITY TO YOU EXCEED YOUR ACTUAL DAMAGES OR AN AMOUNT EQUAL TO AMOUNTS PAID BY YOU FOR THE SERVICE IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE ALLEGED ACTION OR INACTION GIVING RISE TO YOUR CLAIM, WHICHEVER IS LESS.

Enforcement: Except as otherwise required by law, you are liable to us for any losses, costs, or expenses we incur resulting from your use of the Service and/or your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If you are in breach of this Agreement or any service agreement with the Credit Union or we suspect fraudulent activity on your account, the Credit Union may without prior notice restrict access to your accounts or suspend your access to the Service. Such restrictions may continue until you cure any breach condition or any fraud condition is resolved.

Related Agreements: In addition to this Agreement, you agree to comply with and be bound by all terms and conditions of the Related Agreements, and with all applicable laws and regulations. Please refer to the Related Agreements for additional terms and conditions and other disclosures that apply to your account.

No Waiver: We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

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.

Section Headings: 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.

Entire Agreement: This Agreement together with the Related Agreements, 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.

Arbitration: This Agreement is subject to the Resolution of Disputes by Arbitration provision found in your Account Agreement. Except as may otherwise be provided in the Resolution of Disputes by Arbitration provision, you are liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you.