

This Digital Services Agreement covers your and our rights and responsibilities concerning your Online and Mobile services, including but not limited to: Banking, Online Bill Pay, Bill Presentment, Mobile Deposit Capture (“Arbor Financial Mobile Deposit”), ACH/Wire Transfer Services, Account Aggregation Services, Person to Person Transfer Services, and eStatement Services (collectively “Digital Services”) offered to you by Arbor Financial Credit Union. By enrolling into Digital service or using any Digital service, you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments. Electronic funds transfers (“EFTs”) are electronically initiated transfers of money through any channel involving your accounts at the Credit Union, excluding Mobile Deposit transactions. If the account accessed by the EFT service is held by a business member or the services used for business purposes it is considered a business account in this Agreement. In this Agreement, the words “you” and “yours” mean the account holder and any authorized users. The words “third party” and “service providers” may refer to Open Solutions, Fiserv, any division of these corporations, or any other financial institution. The words “we,” “us,” and “our” mean the Arbor Financial Credit Union (“Credit Union”).

1. ONLINE & MOBILE BANKING SERVICES

a. Service Access. Your computer or mobile device is used to access your accounts. You must use your account number along with your social security number, and other personal information to access the service. You will then need your username and password to access your accounts. The Online Banking service is generally accessible twenty-four (24) hours a day, seven (7)-days a week. However, availability of the services may be suspended for brief periods of time for purposes of system maintenance. You will need a computer or mobile device and a web browser. The link to the Credit Union’s Online Banking service can be found at www.ArborFCU.org. You are responsible for the installation, maintenance, and operation of your computer, mobile device and internet connection. The Credit Union will not be responsible for any errors or failures involving any internet connection or your computer or mobile device.

b. Transactions. At the present time, you may use the Online and Mobile Banking services to:

- Transfer funds between your savings, checking, and money market accounts.
- Transfer funds from your savings, checking, and money market accounts to a loan account.
- Transfer funds from a line of credit account to your savings, checking, or money market account.
- Transfer funds to another Arbor Financial member’s account.
- Review account balance, transaction history, and tax information for any of your deposit accounts.
- Review information on your loan account including payment amounts, due dates, interest charges, and balance and payoff information.
- Make bill payments from your checking accounts using the Bill Pay service.
- View and download disclosures, account statements, tax documents, and other statements.
- Communicate with the Credit Union using secure messaging.
- Place stop payments.
- Perform mobile deposits

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a loan or line of credit account will be subject to your Loan Agreement and Disclosures as applicable.

c. Service Limitations.

Transfers. You may make funds transfers to your other accounts as often as you like. However, you are limited to a total of six electronic transfers from your money market accounts in any one month. 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 the Credit Union to increase its required reserve on the account.

Account Information. The account balance and transaction history information may be limited to recent account information

involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit, Mobile Deposits and the Credit Union's funds availability policy.

Use of Mobile Banking Services. You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so, and you use Mobile Banking in accordance with the instructions provided. You also accept responsibility for making sure that you know how to properly use your Mobile Device and the Mobile Banking software application. In the event we change or upgrade Mobile Banking, you are responsible for making sure you that you understand how to use Mobile Banking as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Mobile Device.

Relationship to Other Agreements. You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or provider. You agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Mobile Device or mobile network which you utilize to access Mobile Banking. You agree to exercise caution when utilizing the Mobile Banking application on your Mobile Device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that neither we nor our service providers will 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 directly.

Account Ownership/Accurate Information. You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating Mobile Banking. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

Address, Email, or Payment Account Changes. We will also send you emails and/or secure messages through Online Services regarding important Online Services and bill payment matters and/or changes to this Agreement. You must provide us your current email address in order for us to deliver this information to you. It is solely your responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers, and email addresses. Changes can be made either within online banking or by contacting us. Any changes to your Eligible Account(s), Payment Account, or Billing Account should also be made in accordance with the procedures outlined above. We are not responsible for any bill payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

User Conduct. You agree not to use Digital Services or the content or information delivered through Online and Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software application (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Online and Mobile Banking 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 Online and Mobile Banking; (i) interfere with or disrupt the use of Online and Mobile Banking by any other user; or (j) use Online and Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

2. BILL PAY SERVICES

a. Service Access - You may access the Bill Pay service through the Online and Mobile Banking services set forth above. The Bill Pay service allows you to pay bills from a designated account to payees that you designate subject to the requirements set forth below. When you use the Bill Pay service, you must designate your Arbor Financial Credit Union checking account as the account from which authorized payments will be deducted. You will be given the ability to set up merchants, institutions, or individuals you would like to pay. The Credit Union reserves the right to not allow the designation of a particular merchant or institution. The Credit Union has no obligation to research or resolve any claim resulting from an exception payment.

All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Credit Union.

You or any authorized account signers may use your Bill Pay service, Online Banking or Mobile Banking service to perform the following transactions:

- Pay any designated merchant, institution, or individual in accordance with this agreement a one-time payment or a fixed recurring payment of a set amount from your designated Credit Union checking account.
- Obtain information (payee information, payment status information, etc.) about your Bill Pay account status.

Bill Pay Services are subject to the Terms of Service agreed upon during the Bill Pay registration process within our digital services. You may obtain a copy of the Terms of Service for Bill Pay by saving a copy during the registration process or by contacting the Credit Union directly.

- b. Prohibited Payments.** The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:
- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
 - b. Payments that violate any law, statute, ordinance or regulation; and
 - c. Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and
 - d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
 - e. Payments related to 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 dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
 - f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) 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, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
 - g. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

3. ACH Items/External Transfers and Wires

a. Changing an External Transfer - You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us; however, you can edit or change a transfer that is still "pending." If you need to edit a pending or approved transaction after-cut-off time, please contact us immediately; although in these situations, we may not have sufficient time to stop the transfer from further processing.

b. Liabilities - Instructions provided to Arbor Financial and others regarding ACH, wires and transfers: For any such transaction in which the Beneficiary, Beneficiary Institution, or any Intermediary Institution is identified both by name and account number, payment by Arbor Financial or any Receiving Institution may be made to the Beneficiary Institution or any Intermediary Institution. Under such circumstances, the ACH, wire or other funds transfer will be deemed duly processed and paid, and you will be responsible for paying Arbor Financial for the amount of any fees established by Arbor Financial in its fee schedule. You bear all risk and liability for ACH, wires and transfers that misidentify the Beneficiary, Beneficiary Institution, or any Intermediary Institution due to inconsistencies between written name and account number.

c. ACH Rules - You agree to be bound by automated clearing house association rules. These rules provide, among other things that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403 (a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

d. Processing Times - Automated Clearing House (ACH) transactions will be processed on the Business Day that you designate as the payment's process date, provided it is submitted prior to the daily cut-off time on that date. The daily cut-off time is 4 p.m. Eastern Time. Automated Clearing House (ACH) submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (weekends and Federal holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date.

4. Arbor Financial MOBILE DEPOSIT SERVICES – Visit www.arborfcu.org for the full Mobile Deposit Agreement related to the mobile deposit service.

a. Arbor Financial Mobile Deposit Service Access. The Arbor Financial Mobile Deposit service allows you to use your mobile device camera in conjunction with our Mobile Banking to deposit digital images of checks. Such deposits are subject to verification and some or the entire amount deposited may not be available for immediate withdrawal. Aggregate daily deposit limits and other restrictions shall apply. All members are solely responsible for the items remotely deposited and any item returned or rejected may be charged to your accounts. You agree to any such charges. For any remote deposit of any item, you will be responsible for preventing the transmission of another image of that item or the presentment of the item by any other means.

b. Member Eligibility. Members are only eligible to use Mobile Deposit if all deposit accounts with The Credit Union are in good standing. Failure to abide by the terms of this Agreement may void your eligibility at our sole discretion. You will become ineligible to use Mobile Deposit if any of the following apply:

- you have submitted duplicate deposits of checks,
- your account is dormant,
- your card services or other deposit services have been revoked

The Credit Union may revoke access to Mobile Deposit immediately and at any time, without prior notice to you.

5. ACCOUNT AGGREGATION TERMS AND CONDITIONS.

a. Description of Service. The Account Aggregation service allows you to access and collect the account information of your accounts at other financial institutions within the Online Banking service. The Account Aggregation service is offered through our Third Party service provider, who acts on behalf of the Credit Union.

b. Authorization to Access Third Party Accounts. You understand and agree that, in order to provide the Service, it is necessary for us to access third party websites and databases containing information regarding your accounts and financial relationships

as designated by you ("Third Party Accounts"), on your behalf, to retrieve information as requested or authorized by you. By using the Service, you agree to authorize us to access such Third Party Accounts to retrieve such information as requested or authorized by you, or for any other purpose authorized by this Agreement. You represent to us that you have the right to authorize and permit us access to your Third Party Accounts and information. You hereby expressly authorize and permit us to use information submitted by you including account passwords and user names to access your Third Party Accounts to provide the Service. You understand and agree that at all times your relationship with each Third Party Account provider is independent of the Credit Union and your use of the Service. You acknowledge and agree that when we access and retrieve information from the third party accounts, we are acting as your agent, and not as the agent of or on behalf of the third party.

c. Credit Union Responsibilities. We will not be responsible for any acts or omissions by the financial institution or other provider of any Third Party Account, including without limitation any modification, interruption or discontinuance of any Third Party Account by such provider. You agree that the Credit Union shall not be liable for any costs, fees, losses or damages of any kind incurred as a result of (1) access to the third party accounts by us or our service provider; (2) our retrieval of or inability to retrieve information from the third party accounts; (3) any inaccuracy, incompleteness or misinformation contained in content retrieved from the third party accounts and (4) any charges imposed by the provider of any third party account.

d. Your Responsibilities. You agree you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further agree you will not use the Service in any manner that could damage, disable, overburden, or impair account aggregation or interfere with any other party's use and enjoyment of account aggregation. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through account aggregation. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason. You understand and agree that the Service is provided "as-is." We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user communications or personalization settings. You understand and expressly agree that use of the Service is at your sole risk, that any material and/or data downloaded or otherwise obtained through the use of the service is at your own discretion and risk and that you will be solely responsible for any damages, including without limitation damage to your computer system or loss of data that results from the download of such material and/or data.

e. Discontinuing Service. You must delete your accounts in Online Banking if you wish to discontinue using Account Aggregation. We reserve the right to discontinue the Service at any time if you fail to follow the terms of service.

6. ALERTS. You can elect to receive Alerts through the Digital Banking service. Alerts are emails or text messages sent to you to notify you of certain transactions or events happening on your account. Each Alert can be sent via email, text message, and/or secure Digital Banking message. Depending on the rate plan with your mobile phone service provider you may incur standard text messaging charges. You can change or cancel an Alert anytime through Digital Banking. It is your responsibility to ensure that your email address or mobile phone number is correct in the Digital Banking system. Should you decide to change your email address, mobile phone number, or mobile provider, it is your responsibility to make the necessary changes in you Digital Banking profile. Due to various issues that can arise throughout the Internet (ISP outages, incorrectly set up email accounts, spam filters, etc.), the Credit Union does not guarantee the delivery of your Alerts. Do not reply directly to the Alert notifications that you receive. If you have questions pertaining to a specific Alert you have received you can send us a secure message through Digital Banking or call our Contact Center at the number listed at the end of this Agreement.

7. DIGITAL SERVICES SECURITY. The use of your Account and Digital Services are subject to the following conditions.

a. Security of Password/Access Code. Any password, personal identification number (PIN), or access code ("Password") that you select for any of our services is for your security purposes. The Password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your Password. You agree not to disclose or otherwise make your Password available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your Password, you understand that person may use the Digital Services to review all of your account information and make account transactions. Also, you are responsible for all bill payments, transfers or other transactions you authorize using Digital Services. If you permit other persons to use your personal computer, Mobile Device and Password or other means to access Digital Services, you are responsible for any transactions they authorize. Therefore, we are entitled to act on transaction instructions received using your Password and you agree that the use of your Password will have the same effect as your signature authorizing transactions. For anyone you authorize to use your Password in any manner, that authority will be considered unlimited in amount and manner

until you specifically revoke such authority by notifying the Credit Union and changing your Password immediately. 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 PIN is changed. If you fail to maintain or change the security of your Password and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

Neither this Institution nor its Service Providers will contact you by telephone, email or text message requesting personal information, such as your Sign-On ID, Password, credit card number, ATM/Debit Card Number or ATM/Debit Pin. If you are contacted by anyone requesting this type of information, do not provide any information and contact the Credit Union immediately.

b. Illegal Use or Internet Gambling. You agree not use the Digital Services 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 Digital Services are legal in the jurisdiction where you live and/or where the Credit Union is headquartered. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your electronic funds transfers may only be conducted for legal transactions.

8. MEMBER LIABILITY.

a. Authorized Transactions. You are solely responsible for all transfers you authorize using any Digital Service under this Agreement. If you permit other persons to use any Digital Service, PIN or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. You understand that any transaction by a business owner, employee, agent, account signer, or anyone you authorize to transact business on your account or any transaction by an authorized person that exceeds the specific transaction authority you have provided, are considered authorized transaction for which you remain fully responsible. You are responsible for safeguarding your business, financial and personal data, passwords and other information to prevent unauthorized access to or use of your accounts or services.

b. Notification to Credit Union. Tell us at once if you believe anyone has used your account, PIN or access code and accessed your accounts without your authority or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way to minimize your possible losses. If you believe your Account, PIN or access code has been compromised or that someone has transferred or may transfer money from your account without your permission, call: 269.375.6702, or 800.442.7340 during business hours; contact us electronically by sending us a secure message through the Online Banking service; email: contactcenter@arborfcu.org; or write: Arbor Financial Credit Union, 1551 S 9th St, Kalamazoo, MI 49009.

c. Business Accounts. For business Accounts, you understand that any transaction by a business owner, employee, agent, account signer, or anyone you authorize to transact business on your Account or any transaction by an authorized person that exceeds the specific transaction authority you have provided, is considered an authorized transaction for which you remain fully responsible. You are responsible for safeguarding your business, financial and personal data, Passwords and other information to prevent unauthorized access to or use of your Accounts through this Service. If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, you must notify us immediately. When you give someone your Password, you are authorizing that person to access your deposit and loan Accounts using this Service, and you are responsible for all transactions that person performs while using the Service. All transactions that person performs even those transactions you did not intend or want performed are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

9. BUSINESS DAYS. Our business days are Monday through Friday. Holidays are not included.

10. FEES AND CHARGES. There are no Credit Union charges for the Digital Services except as set forth in this Agreement and the Fee Schedule. Your normal account charges will continue to apply as set forth on the Fee Schedule. You authorize us to automatically charge your account for all such fees incurred under this Agreement. In the future, we may add to or enhance the Service features and by using such added or enhanced features, you agree to pay any applicable fees. Some digital services are available to businesses with additional Agreements and Fee Schedule.

11. RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS.

a. Periodic Statements. Transfers, withdrawals, and payments transacted through a Digital service will be recorded on your periodic statement, provided by mail or electronically if you have requested an electronic statement. You will receive a periodic statement at least quarterly regardless of activity. You may request that your statement be provided electronically if you agree to provide us with a valid and current email address.

b. Digital Services. Transaction history is available through the Online Banking service for the previous 180 days.

12. ACCOUNT INFORMATION DISCLOSURE. We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy as stated on our website at www.arborfcu.org. However, we will disclose information to third parties about your electronic funds transfers you make in the following limited circumstances:

- As necessary to complete transfers.
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party merchant.
- To comply with government agency or court orders.
- If you give us your express permission.

13. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS. For consumer accounts, if we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for your direct losses or damages. Our sole responsibility for an error in a transfer will be to correct the error, and in no case will we be liable for any indirect, special or incidental damages. However, there are some exceptions. For consumer and business accounts, we will not be liable for instance:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer, the transfer would go over the credit limit on your line of credit, if applicable, or if the funds in your account are subject to an administrative hold, legal process or other claim, or your account is closed.
- b. If you used the wrong PIN or you have not properly followed any applicable computer or Credit Union user instructions for making transfer and/or bill payment transactions.
- c. If your computer or mobile device fails or malfunctions or the Mobile Banking, Online Banking, or any of the other Digital Services were not properly working and such problem should have been apparent when you attempted such transaction.
- d. If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
- e. In the event of any failure or interruption of such services or any part thereof, resulting from the act or omission of any third party, or from any other cause not reasonably within the control of the Credit Union.
- f. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer or bill payment.
- g. If there are other exceptions as established by the Credit Union.
- h. If, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
- i. the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by the Credit Union.
- j. We have reason to believe that a payment or other transaction request may not be authorized by you or any third party whose authorization we believe is necessary.

14. TERMINATION OF ELECTRONIC FUNDS TRANSFER (EFT) SERVICES. You agree that we may terminate this Agreement and your use of your Digital services immediately if:

- You or any authorized user of your Password breach this or any other agreement with us, or
- We have reason to believe that there has been an unauthorized use of your Password, or
- There has been no log-in activity in at least 6 months, or
- You close your membership with the Credit Union.

You may terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

15. AMENDMENT AND NOTICES. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will provide you with notice at least twenty-one (21) days before the effective date of any change, as required by law.

16. BILLING ERRORS FOR CONSUMER ACCOUNTS. The following billing error rights apply to consumer accounts, but not business accounts. In case of errors or questions about your EFT Digital Service transactions, other than transfers from a line of credit, telephone us at the phone numbers or write us at the address set forth at the end of this Agreement as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears:

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

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

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for new account transaction errors or errors involving transactions initiated outside the United States). If we decide to do this, we will recredit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not recredit your account. If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

17. ENFORCEMENT. You agree to be 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. This Agreement shall be governed by and construed under the laws of the state of Michigan. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Michigan law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

18. CONTACT INFORMATION.

Phone: 269.375.6702 or 800.442.7340

Email: hello@arborfcu.org

Mail: Arbor Financial Credit Union, 1551 S 9th St, Kalamazoo, MI 49009