

V I R T U A L
B R A N C H

SERVICES TERMS AND CONDITIONS



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Communicating Arts Credit Union offers You various electronic fund transfer services, made possible by our advanced electronic data processing system. Two such services are Virtual Branch Home Banking and Bill Payment Services(referred to throughout this disclosure as “the Services”). This disclosure is furnished to you as a member of Communicating Arts Credit Union who has agreed to receive the Services. The terms and conditions set forth below govern the manner in which We will provide the Services toYou. This disclosure meets the requirements of both federal and Michigan statutes relating to “electronic fund transfers”. It also meets the requirements of the regulatin (Reg E) issued by the Federal Reserve Board pursuant to the federal Electronic Fund Transfer Act. This disclosure is also a cnotract. Words like “We,” “Our,” and “Us” refer to Communicating Arts Credit Union. Words like “You” and “Your” refer to all members and joint owners with access to Your accounts.

In addition to the terms and conditions in this Disclosure, Our Getting Started with Virtual Branch Guide, a copy of which is incorporated into and is a part of this contract. You agree to be bound by and comply with the requirements of that guide and any applicable state and federal laws and regulations. We agree to be bound by them too.

Our Member Service Information is available at (313) 965-8640 ext. 216 during the following hours:

- from 9:30 am to 4:30 pm Monday, Thursday and Friday
- from 10:00 am to 4:30 pm Tuesday and Wednesday

After hours and on Sundays calls are answered by a voice mail system.

Mail may also be addressed to:

Communicating Arts Credit Union
P.O. Box 32584
Detroit, MI 48232-0584

Services You authorize Us to utilize Electronic Data Systems (EDS) to provide the Services to You on Our behalf.

Payment of taxes or court directed payments via the Services is prohibited.

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

Funds will arrive at Your targeted Merchant and/or 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, You authorize Us, and any third party acting on Our behalf, to choose the most effective method to process Your payment and/or transfer, including, without limitation, electronic, paper or some other draft means. For each properly instructed payment to an eligible Merchant 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 MERCHANT DUE DATE, NOT THE LATE DATE, AND, SINCE THE TIME FOR US TO PROCESS YOUR PAYMENT VARIES ACCORDING TO THE PARTICULAR MERCHANT, YOU MUST BECOME FAMILIAR WITH THE PAYMENT PROCESSING TIME FOR EACH MERCHANT YOU DESIRE TO PAY, AND ALLOW THE APPROPRIATE NUMBER OF BUSINESS DAYS BETWEEN THE DAY YOU INPUT YOUR PAYMENT INSTRUCTION AND THE PAYMENT DATE. SUBJECT TO THE LIMITATION DISCUSSED BELOW, IF YOU FOLLOW THE PROCEDURES DESCRIBED IN THIS AGREEMENT FOR PAYMENTS, AND YOU ARE ASSESSED A PENALTY OR LATE CHARGE, WE WILL REIMBURSE YOU FOR THAT LATE CHARGE UP TO A MAXIMUM OF TWENTY FIVE DOLLARS (\$27.00). 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 MERCHANT, YOU WILL BEAR FULL RESPONSIBILITY FOR ALL PENALTIES AND LATE FEES AND WE WILL NOT BE LIABLE FOR ANY SUCH CHARGES OR FEES. THE SERVICE ASSUMES NO LIABILITY FOR THE LATE POSTING OR MISAPPLICATION OF PAYMENT ONCE FUNDS ARE RECEIVED BY MERCHANTS. 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 Services 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. Through no fault of Ours, 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 Services utilizing a paper, as opposed to electronic, method, or (ii) to terminate Your subscription to the Services.

5. The Services, 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 Merchants to whom You wish to direct payment or Accounts to which You wish to make a transfer.
7. The Merchant mishandles or delays handling payments sent by Us.
8. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside source) 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 SERVICES, OR ANY TECHNICAL OR EDITORIAL ERRORS CONTAINED IN OR OMISSIONS FROM ANY USER GUIDE/BROCHURE RELATED TO THE SERVICES. 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 SERVICES, 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 Services 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 Services. 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 Services 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 Customer 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. Telephoning is the best way of keeping your losses down. You could lose all the money in Your account, plus your maximum line of credit. 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 will 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 and account number.
2. Describe the payment and/or transfer You are unsure about (Merchant name, 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.
4. 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 Services error promptly. If We need more time, We may take up to forty-five (45) days to investigate the complaint or question. If We decide to 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 You will be charged a monthly fee for the Services plus any applicable sales and use taxes. 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 one of Your Accounts by electronic, paper or other draft means.

In the event We are unable to process a Services 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 Services. 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. With respect to any Failed Payment and/or Transfer, You agree to reimburse Us within fourteen (14) days after notice is sent to You, for any funds We have already paid to one or more of Your designated Merchants which We were unable to recover by debit to the Merchant or charge to You.

We do not agree to defer any such payments due from you. If You do not pay any amount owed to Us when due, You agree to pay interest on the unpaid balance at the rate of 18% per annum, or 1.5% per month (or the maximum rate allowed by applicable law, if less). In the event that Your claim or debt has to be referred to a third party for collection, You agree, to the extent permitted by law, to pay all costs and fees incurred in collecting the outstanding balances, including reasonable attorneys’ fees and court costs.

Fee Schedule You agree to pay Us the fees to be published by Us from time to time. You hereby acknowledge receipt of our Fee Schedule, which is incorporated into and is part of this contract. We will notify You when these fees change.

Additional Terms and Conditions

1. In addition to the foregoing, You agree to be bound by and comply with the requirements of the Services 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 Services, in whole or in part, at any time without prior notice.

3. You may cancel Your subscription to the Services, upon thirty (30) days prior notice to Customer 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 Services User Guide and applicable Service fees and charges may only be altered or amended by Us. You hereby agree to receive such notices electronically to the extent permitted by law or regulation. In such event, We shall send notice to You at your listed address or transmit notice of the alteration or amendment over the Services. Your use of the Services following receipt of such notice constitutes acceptance of such alterations or amendments.

5. In the event of a dispute regarding the Services, 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 Michigan.

7. Business Days are Monday through Friday excluding normal banking holidays.

8. If We in any way fail to insist that You strictly observe any and all of the terms and conditions in this contract, We retain the right to later insist that You do strictly observe all of the terms and conditions in this contract.

9. If, at any time, any of the terms and conditions in this contract is or are deemed unenforceable, the rest of the contract continues in place as if that provision or those provisions were not a part of the contract.

10. If you believe that we may have violated the federal Electronic Funds Transfer Act or the Michigan Electronic Funds Transfer Act (Michigan Public Act No. 322 of 1978), you may contact either or both of the following regulatory authorities:

State of Michigan
Office of Financial and Insurance Services
Division of Financial Institutions
P.O. Box 30224
Lansing, MI 48909

Federal Trade Commission
Electronic Fund Transfers
Washington, D.C. 20580

TO THE PARTICULAR MERCHANT, YOU MUST BECOME FAMILIAR WITH THE PAYMENT PROCESSING TIME FOR EACH MERCHANT YOU DESIRE TO PAY, AND ALLOW THE APPROPRIATE NUMBER OF BUSINESS DAYS BETWEEN THE DAY YOU INPUT YOUR PAYMENT INSTRUCTION AND THE PAYMENT DATE. SUBJECT TO THE LIMITATION DISCUSSED BELOW, IF YOU FOLLOW THE PROCEDURES DESCRIBED IN THIS AGREEMENT FOR PAYMENTS, AND YOU ARE ASSESSED A PENALTY OR LATE CHARGE, WE WILL REIMBURSE YOU FOR THAT LATE CHARGE UP TO A MAXIMUM OF Twenty Five DOLLARS (\$25.00). 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 MERCHANT, YOU WILL BEAR FULL RESPONSIBILITY FOR ALL PENALTIES AND LATE FEES AND WE WILL NOT BE LIABLE FOR ANY SUCH CHARGES OR FEES. THE SERVICE ASSUMES NO LIABILITY FOR THE LATE POSTING OR MISAPPLICATION OF PAYMENT ONCE FUNDS ARE RECEIVED BY MERCHANTS. 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 Services 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 Services utilizing a paper, as opposed to electronic, method, or (ii) to terminate Your subscription to the Services.
5. The Services, 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 Merchants to whom You wish to direct payment or Accounts to which You wish to make a transfer.
7. The Merchant mishandles or delays handling payments sent by Us.
8. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside source) 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 SERVICES, OR ANY TECHNICAL OR EDITORIAL ERRORS CONTAINED IN OR OMISSIONS FROM ANY USER GUIDE/BROCHURE RELATED TO THE SERVICES. 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 SERVICES, EXCEPT WHERE THE LAW REQUIRES A DIFFERENT STANDARD.

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Care of Your Security Code and Security You agree that You will not give your 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 Customer 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.

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1. Tell Your name and User ID.
2. Describe the payment and/or transfer You are unsure about (Merchant name, 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

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2. In order to comply with a government agency or court order; or
3. If You give us Your permission.

Charges You will be charged a monthly fee for the Services plus any applicable sales and use taxes. 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 one of Your Accounts by electronic, paper or other draft means.

In the event We are unable to process a Services 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 Services. 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 Customer Service and all inquiries and correspondence relating thereto including requests for reinstatement should be directed to Customer Service. In the event Your subscription is suspended, We will notify You by mail to Your listed address. With respect to any Failed Payment and/or

Transfer, You agree to reimburse Us within fourteen (14) days after notice is sent to You, for any funds We have already paid to one or more of Your designated Merchants which We were unable to recover by debit to the Merchant or charge to You.

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2. We reserve the right to terminate Your use of the Services, in whole or in part, at any time without prior notice.
3. You may cancel Your subscription to the Services, upon thirty (30) days prior notice to Customer 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.
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4. These Terms and Conditions, the Services User Guide and applicable Services 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 Services. Your use of the Services following receipt of such notice constitutes acceptance of such alterations or amendments.
5. In the event of a dispute regarding the Services, 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 (state).
7. Business Days are Monday through Friday excluding normal banking



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In addition to the terms and conditions in this Disclosure, Our Getting Started with Virtual Branch Guide, a copy of which you hereby acknowledge receiving, is incorporated into and is a part of this contract. You agree to be boung by and comply with the requirements of that guied and any applicable state and federal laws and regulation. We agree to be bound by them too.

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Communicating Arts Credit Union
P. O. Box 32584
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Funds will arrive at Your targeted Merchant and/or 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, You authorize Us, and any third party acting on Our behalf, to choose the most effective method to process Your payment and/or transfer, including, without limitation, electronic, paper or some other draft means. For each properly

instructed payment to an eligible Merchant and/or transfer to a targeted Account You will receive a transaction confirmation number .

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