

**ONLINE BANKING & BILLPAY
AGREEMENTS
ADVENTURE CREDIT UNION**

By enrolling in Adventure Credit Union's ONLINE Banking service, you agree to the addition of the following to the Terms and Conditions for Personal Accounts or Terms and Conditions for Business Accounts (in either case, the "Terms") governing your Accounts. ONLINE Banking allows you to transfer funds and review account activity using a personal computer ("PC"). Please read these additional rules carefully and retain them for your records. We have the right to change the Terms at any time by notice mailed or e-mailed to you at the last address or e-mail address shown for you, as defined below, on our records as provided in the Terms, or as otherwise permitted by law.

Definitions

"Account(s)" means the deposit, loan and other accounts you have at Adventure Credit Union to which you have access through ONLINE Banking. "Business Days" are Monday through Friday, except bank holidays. "You" and "your" refers to the person(s) or entity subscribing to or authorized to use ONLINE Banking; "we", "us", "our", and "bank" refers to Adventure Credit Union.

ONLINE Banking

ONLINE Banking is an electronic banking service available to you through a PC using an access method specified. You may use ONLINE Banking to check the balance in and recent activity of each of your Accounts and to transfer funds between your Eligible Accounts (see transfers). Other features include retrieving check copies, placing stop payments and placing alerts. ONLINE Banking is also the portal within which you will access our bill payment functionality, mobile banking and eStatements. Other features will be introduced as enhancements become available.

The Accounts to which you may have access through ONLINE Banking are your checking accounts, savings accounts, Visa, installment loan accounts, mortgage loan accounts, home equity accounts, line of credit accounts, certificate of deposit accounts, and individual retirement accounts. The number of accounts that you may view if they are enabled in ONLINE Banking is unlimited.

MOBILE Banking

This provides members with the ability to access their accounts and perform various transactions on their accounts including Bill Pay For additional information please refer to Adventure Credit Union's Mobile Disclosure and Adventure Credit Union's Bill Pay Disclosure.

Mobile Check Deposit

This provides members with the ability to deposit checks without having to visit a branch. Using our Mobile App, members can take a picture of a check and submit it for deposit. For more information please refer to Adventure Credit Union's Mobile Banking Services Addendum including Mobile Remote Check Deposit Agreement.

Access Methods

The Internet web site for ONLINE Banking is located at www.adventurecu.org. You must be a subscriber of an Internet Service Provider. Browser requirements can be found at <https://www.adventurecu.org/system-requirements.aspx>.

Your Logon ID and Password

You will need an ONLINE Banking ID and Password to access ONLINE Banking. If you are a first time user, your ONLINE banking ID will be the letter "O" plus your account number. For example, if your account number is 12345, your ONLINE Banking ID is O12345. The ONLINE Banking Password is your zip code plus the last four numbers of your social security number with no spaces or dashes. Once you have been authenticated, you will be asked to change your password.

Your access to ONLINE Banking will be blocked in the event your ONLINE Banking ID or Password is entered incorrectly on three (3) consecutive access attempts. If this occurs, please call: **Adventure Credit Union at 1-800-323-2129.**

Security of Logon ID and Password

You are responsible for safekeeping of your Logon ID and Password. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes that authority shall continue until you specifically revoke such authority by notifying the credit union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the credit union suffers a loss, we may terminate your ONLINE Banking services immediately.

Transfers

Transfers may be made between Eligible Accounts. An "Eligible Account" is an Account linked to ONLINE Banking that does not have withdrawal restrictions, such as a certificate of deposit. To schedule a transfer of funds between Eligible Accounts, you must provide the Eligible Accounts from and to which the transfer is to be made and the amount to be transferred. Any attempted transfer which exceeds that available balance in the Eligible Account from which funds are to be transferred will not be made.

Timing of Transfers

Transfers of available funds may be made any day at any time. Transfers cannot be canceled after the instruction is sent to us as they are processed immediately.

Balance Inquiries

You may use ONLINE Banking to check the balances and recent activity of your Accounts. Any balance shown by ONLINE Banking will include a date as of which the balance is current. The balance shown by ONLINE Banking may not be your actual available balance. It may include deposits still subject to verification by us, Debit authorizations not posted yet, outstanding checks or other withdrawals, payments, charges or items in process.

Statements

All of your transfers made through ONLINE Banking will appear on your monthly Account Statement(s). The transfer amount and date will be reflected for each transfer made through ONLINE Banking. You are able to view you last 12 monthly statements online through eStatements.

Electronic Mail Messages

ONLINE Banking provides you with the ability to send secure electronic mail messages within the service to communicate confidential information to us. Please remember that electronic mail messages sent through ONLINE Banking may not be immediately received by us. If you need to contact us immediately, see Your Rights and Liabilities section.

Fees

ONLINE Banking is available at no charge. This may be amended from time to time in accordance with the Terms of this agreement. All other fees applicable to your Accounts remain in effect.

Equipment

We are not responsible for any loss, damage or injury resulting from (a) an interruption in your electrical power or telephone service; (b) disconnection of your telephone service by your local telephone company or from deficiencies in your line quality; or (c) any defect or malfunction of your PC, tablet, phone, modem or telephone service. We are not responsible for any products or services relating to your PC, other than those specified herein. We also are not responsible for any damage to your PC, software, modem, telephone or other property resulting from the use of ONLINE Banking including any damage resulting from a virus.

Hours of Operation

ONLINE Banking is available seven (7) days a week, 24 hours a day, except during maintenance periods or periods during which ONLINE Banking otherwise is not operable.

Account Information Disclosure

We will disclose information to third parties about your account or the transfers you make:

- As necessary to verify or complete a transaction;
- To verify the existence of your account upon the request of a third party;
- To comply with government agency or court orders; or
- If you give us your written permission.

Your Rights and Liabilities

Your rights and liabilities regarding losses that occur because your ONLINE Banking ID or Password is used without your permission, or with respect to errors, are outlined below.

Member Liability

You are responsible for all transactions you authorize using your ONLINE services under this agreement. If you permit someone else to use your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, TELL US AT ONCE if you believe your access code has been lost or stolen or if you believe someone has used your access code or otherwise accessed your accounts without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). For all other EFT transactions involving access devices, your liability for unauthorized transactions is determined as follows. If you tell us within two (2) business days, you can lose no more than \$50 if someone used your card or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by code, TELL US AT ONCE. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe someone has transferred or may transfer money from your account without your permission contact us using one of the following methods:

- **Call Adventure Credit Union at 1-800-323-2129.**
- **Write to us at P.O. Box 895, Grand Rapids, MI 49548;**
- **Send electronic mail messages to us from within ONLINE Banking;**
- **Send e-mail to us via the Internet at support@adventurecu.org**

Account Errors or Questions

In case of errors or questions about electronic funds transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address 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. Contact us:

- Call Option 1 Credit Union at 1-800-323-2129.
- Write to us at P.O. Box 895, Grand Rapids, MI 49548;
- Send electronic mail messages to us from within O1 ONLINE Banking;
- Send e-mail to us via the Internet at support@option1cu.org
- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain as clearly as you can why you believe the credit union has made 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 fourteen (14) calendar days. If we ask you to put your complaint or question in writing and we do not receive

it within fourteen (14) calendar days, we may not re-credit your account. We will tell you the results of our investigation in writing within ten (10) business days after we hear from you and we will provisionally correct the error promptly or if the correction is in an amount different than the alleged error we will explain the reason for the difference. We may take up to sixty (60) days to investigate your inquiry. Our provisional credit to your account within ten (10) business days for the amount you think is in error, allows you 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 credit your account. For errors involving new accounts, point of sale, or foreign initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days of completing our investigation. If we decide that an error did not occur, we will send you a written explanation and we may charge back the corrected amount to your account within sixty (60) days of our notice to you. 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.

Termination

You may terminate your use of ONLINE Banking at any time by:

- Call Adventure Credit Union at 1-800-323-2129;
- Write to us at PO Box 895, Grand Rapids, MI 49548;
- Send electronic mail messages to us from within ONLINE Banking;
- Send e-mail to us via the Internet at support@adventurecu.org

We may terminate at any time your access to ONLINE Banking, in whole or in part, for any reason without prior notice. Your access to ONLINE Banking will be terminated automatically if all your accounts accessed through ONLINE Banking are closed. Termination will not affect your liability or obligations for transfers we have processed on your behalf. The termination of this Agreement shall not affect any fees or charges already due to us from you.

Governing Law

This agreement is governed by the bylaws of the credit union, federal laws and regulations, the laws and regulations of the state of Michigan and local clearinghouse rules, as amended from time to time. Any disputes regarding this agreement shall be subject to the jurisdiction of the court of the county in which the credit union is located. If you believe that we may have violated the Michigan Electronic Funds Transfers Act (Michigan Public Act No. 322 of 1978), you may contact:

**State of Michigan
Department of Insurance and Financial Services
PO Box 30220
Lansing, MI 48909-7720**

Enforcement

You are liable to us for any losses, costs or expenses we incur resulting from 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 we bring a legal action to collect any amount due under or to enforce this agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

BILL PAY

YOU SHOULD READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS BEFORE YOU USE BILLPAY. YOU MAY NOT ACCESS OR USE O1 BILLPAY WITHOUT FIRST ACKNOWLEDGING YOUR ACCEPTANCE OF THESE TERMS.

ADVENTURE CREDIT UNION Online Bill Payment Subscriber Agreement

BILLPAY is a service of ADVENTURE CREDIT UNION and you are entering into this Agreement with us to provide you with access to our online bill payment service, hereafter referred to as BILLPAY, bill delivery, payment and management services, our BILLPAY Web site and our data in consideration of the payment of the fees we charge and subject to the terms of this Agreement. In this Agreement, "Biller" means a third party whose billing statements you have requested us to present to you online under the terms **of this Agreement, and "Business Day" means every Monday through Friday, excluding Federal Reserve holidays**

License. During the term of this Agreement, we grant you a non-exclusive, non-transferable, limited license to use BILLPAY and the BILLPAY Site at such time as they are generally available and to obtain and to use the Data solely as permitted by these terms. You are granted no license to use or access our software, data, or property other than for the purposes of using BILLPAY Services.

Privacy. We do not sell individual member names or nonpublic personal information to unaffiliated third parties, and have no intention of doing so in the future. Our official Privacy Policy is posted on the OPTION 1 CREDIT UNION Web site. Subject to our official Privacy Policy, we may use, modify, and create new material using your bill content and other personal information only to provide BILLPAY to you. By using BILLPAY, you certify that you are the sole owner of your billing account information, or that you are authorized on behalf of all owners of the billing account information to authorize us to use the information for the purposes set out above. We will only disclose information about you to third parties if:

1. It is necessary to complete a transaction;
2. It is necessary to verify the existence and condition of your deposit account;
3. It is necessary to comply with a governmental agency or court order;

4. It is permitted by law;
5. You give us your written permission; or
6. You ask us to assist with posting of a payment at a payee.

Indemnity. You agree to defend, indemnify and hold us harmless from and against any third party claims, including any damages, costs, expenses and attorneys' fees arising out of your use of O1 BILLPAY or the Data.

Usage Limitations, Obligations and Availability. You agree that you will not provide access to BILLPAY to any party other than yourself and other joint owners of your O1 BILLPAY account, and you will take reasonable precautions to safeguard your O1 ONLINE Banking ID and Password and keep it confidential.

You agree to use BILLPAY and the Data only for lawful purposes. You are responsible to provide at your own expense all necessary telephone lines, Internet connection and equipment needed to access BILLPAY. You must maintain the confidentiality of your assigned user name and password for BILLPAY and you are responsible for all charges incurred under your user name and ONLINE Banking ID, unless otherwise provided under these terms. The availability of BILLPAY, the BILLPAY Site and the Data may be subject to interruption and delay due to causes beyond our reasonable control.

Changes to BILLPAY Service and this Agreement. We reserve the right to change BILLPAY services and this Agreement, including fees, in our sole discretion and from time to time, without notice to you except as required by applicable law. If you do not agree to any amendments, you may stop using BILLPAY and terminate this Agreement as described below. Your use of BILLPAY after you are notified of any change will constitute your agreement to the change.

Method of Payment. We will make payments for you either electronically, or using a paper draft drawn on our account. All payments to certain payees will be solely by check, draft, or similar paper instrument drawn on our account. Each payee that will be paid in this manner will be identified to you at the time you request us to make a payment to the payee. As used in this Agreement, these payments are referred to as "paper payments." The term "electronic funds transfers" means all payments we process for you except paper payments.

Authority to Debit Account. You authorize us to charge any of your designated deposit accounts in order to fund payments that you initiate using BILLPAY. Such charge will take the form of an Automated Clearing House (ACH) debit entry or other electronic transfer. You will designate a settlement account for us to charge (the "funding account") and you agree to maintain a balance in that account that is sufficient to fund all payments you initiate. You represent and warrant that you have the right to authorize us to charge the funding account for payments you initiate using BILLPAY and you will indemnify and hold us harmless from any claims by any other owner of the account. You also agree that we are not responsible for any overdraft or insufficient fund situation or charge (including, but not limited to, finance charges, late fees or similar charges) caused by your failure to maintain funds sufficient to pay all payments you initiate. You further agree that we may charge a service fee for any returned payment, including, but not limited to, returns resulting from insufficient funds in your account, the fact that your account is closed, or because you provided incorrect account or

routing information to us. For current applicable charges you should refer to our **Rate & Fee Schedule**. You agree that if there are insufficient funds in your account, we may (but we are not obligated to) advance the funds to make payment to the payee. You agree to pay us promptly on our request for any amounts that we have provided to fund any payment you have requested. You agree to promptly notify us in writing of any changes to your Option 1 Credit Union account information and authorize us to debit such account. You may stop payment of any single scheduled recurring payment by notifying **Adventure Credit Union by phone at 1-800-323-2129** or notifying us in writing at least three (3) Business Days before the scheduled date of the payment. Stop Payment fees will be charged at the current applicable rates as listed in our **Rate & Fee Schedule**. However, we will continue to charge your funding account for that payment and for other recurring payments until the expiration date you set for the payments or the date you cancel the recurring payments through BILLPAY, whichever occurs sooner.

Billing Statements. You authorize us to contact Billers on your behalf and to receive your billing statements and billing data, including the right to periodically access third party biller Web sites designated by you ("Biller Sites"), on your behalf, to retrieve your electronic billing data ("eBill"). You agree that we are your agent for these limited purposes. You represent and warrant to us that you have the authority to appoint us as your agent to receive your billing statements, to view and download your eBills, and to use your name, passwords, usernames and any other information you provide to us for purposes of providing BILLPAY for you. You agree that we may use and store this information on our servers. You are responsible for all charges associated with our use of any Biller Site on your behalf and you agree to comply with the terms of use for the Biller Site.

Mail Sorting and Shredding. You authorize and direct us to open all physical and electronic mail we receive on your behalf, whether or not the mail is also or only addressed to you. You also authorize us to scan your paper bills into our system and to make and retain paper copies, electronic copies, or images of those bills. Mail is categorized into the following types and will be handled as follows:

1st Class Mail. All 1st class mail may be opened and all bills, invoices, statements of account and similar items will be scanned into the system. All other materials, whether included with a bill or sent to us separately may be examined. Pertinent information other than a bill or billing inserts, such as a significant change in service or pricing, will be included as subsequent pages with your bill. If such information is sent as a separate mailing, it will be scanned and presented to you as a separate notice. Payments and other items that we determine that you need to receive (for example, a check from your biller for credit balance reimbursement) will be forwarded to you at the address we have for you on file. All other such mail (e.g. coupons, advertising, newsletters, etc.) will be shredded and/or discarded. We will use our judgment in making the determination as to what to scan, what to shred and what to forward, and we are not responsible if you disagree as to our decision in that regard. We will shred all scanned bills and notices on site prior to discarding them. If you have a question as to whether a particular item will be scanned, shredded or forwarded, please send your question by e-mail addressed to:

Email: support@adventurecu.org

Telephone Number: 1-800-323-2129

Mailing Address: Adventure Credit Union
Electronic Support Services
PO Box 895
Grand Rapids, MI 49518-0895

Mail Other Than 1st Class. All mail other than 1st class mail or its equivalent may be shredded and/or discarded without opening it to examine its contents. Bulk, standard, and non-profit are included in this class.

Packages/Junk Mail. We are not responsible for forwarding packages to you, regardless of the class of mail used to deliver them to us. You must make arrangements with those parties from whom you purchase goods or from whom you otherwise expect packages to be sent to you, to have those packages sent to a delivery address. Our customer service team is available to assist you in designating shipping and billing addresses with your billers. If a package is sent to you at your member address, or the street address of the processing center, it will be refused and returned to the sender. You authorize us to contact third parties to delete your name at our address from any address list used by direct mail solicitors.

Payment Addresses. We reserve the right to change the address used for paper payments, without notification, in the following situations:

1. The information returned by our address cleansing process determines the format of the address does not comply with the USPS standards.
2. We have determined that the address provided is not a valid address for the biller.
3. The biller has closed the address, and provided us (via the USPS) with the new address.
4. We have established a relationship with the biller to send payments to a different address than the one provided on the statement.
5. In all cases, we attempt to act in a way to expedite the proper posting of your payment.

Periodic Account Activity Statement. We will send you a monthly e-mail notification of the arrival of your E-Bill Management activity statement. Your statement will include a summary of all your account activity and transactions for the preceding month (the "Periodic Account Statement"). You agree to promptly review each Periodic Account Statement and to notify us immediately if there are any suspected unauthorized payments or errors.

Procedures If Your ONLINE Banking ID Has Been Lost, Stolen, or Compromised or There Has Been Unauthorized Use of Your BANKING ID. If you believe that your ONLINE Banking ID has been lost or stolen, or that someone is using your ONLINE Banking ID without your permission, notify us IMMEDIATELY in order to keep your possible losses down. You are responsible for all paper payments authorized by use of your ONLINE Banking ID. The following is our contact information:

Email: support@adventurecu.org

Telephone Number: 1-800-323-2129

**Mailing Address: Adventure Credit Union
Electronic Support Services
PO Box 895
Grand Rapids, MI 49518-0895**

If you notify us within two (2) Business Days after you learn of the loss or theft of your O1 ONLINE Banking ID, your maximum liability for unauthorized electronic funds transfers is \$50.00. If you do NOT notify us within two (2) Business Days after you learn of the loss or theft of your ONLINE Banking ID, and we can prove that we could have prevented someone else from using your account had you done so, your maximum liability for unauthorized electronic funds transfers is \$500.00.

If your account statement shows payments made through BILLPAY that you did not authorize, 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 electronic funds transfers from your account after the close of this sixty (60) day period and before you notify us if we can prove that we could have prevented the unauthorized electronic funds transfers had you told us in time.

An "unauthorized electronic funds transfer" is an electronic funds transfer conducted by a person who does not have actual, implied, or apparent authority to use your account, and which does not benefit you. If you give your ONLINE Banking ID to another person, all electronic funds transfers by that person are authorized unless and until you notify us that payments by that person are no longer authorized.

In Case of Errors or Questions about a Payment. ALL QUESTIONS ABOUT PAYMENTS MADE THROUGH O1BILLPAY OR WITH YOUR ONLINE Banking ID MUST BE DIRECTED TO US, ADVENTURE CREDIT UNION. We are responsible for BILLPAY and for resolving any errors in payments made through BILLPAY or with your ONLINE Banking ID.

Your payment transactions will appear on your account statement. SAVE COPIES OF YOUR PAYMENT INSTRUCTIONS AND CHECK THEM AGAINST THE ACCOUNT STATEMENT YOU RECEIVE. If you have any questions about one of these transactions, call or write us at the telephone number indicated below.

Contact us as soon as possible at **1-800-323-2129** if you think that a payment shown on the statement from your funding account is in error or if you need more information about a payment shown on your statement.

Procedures for Investigating and Resolving Errors Involving Electronic Funds Transfers. We must hear from you no later than sixty (60) days after you received the FIRST statement reflecting a problem or error involving an electronic funds transfer. When you write or call us, you must:

1. Tell us your name and the account number we issued to you at the time you enrolled for BILLPAY.
2. Describe the payment and/or transfer you are unsure about (Payee name, account information, transaction date, transaction amount) and explain as clearly as you can why you believe it is an error or you need more information. If possible, please provide us with a confirmation number for the transaction.
3. Tell us the dollar amount of the suspected error. If you tell us orally, or by electronic mail through BILLPAY, we may require that you send your complaint in writing within ten (10) Business Days. We will tell you the result of our investigation within ten (10) Business Days after we receive your complaint and will correct any service error promptly. If we need more time, we may take up to forty-five (45) days to investigate the complaint or question. If we decide to do this, we will re-credit the affected account within ten (10) Business Days after we hear from you, for the amount that you think is in error in order that you may have use of the money during the time it takes us 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 re-credit 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 our investigation, and within ten (10) Business Days of the date of such explanation, we will debit your account of the amount previously re-credited to you for use during the time it took us to complete our investigation. You may ask for copies of documents used during our investigation.

Procedures for Investigating and Resolving Errors Involving Paper Payments. You must notify us within thirty (30) days of any error involving a paper payment. We will use reasonable efforts to investigate the error and communicate the results to you.

Consent to Electronic Communications. BILLPAY is an electronic, Internet based-service. Therefore, you understand and agree that this Agreement will be entered into electronically, and that the following categories of information ("Communications") may be provided by electronic means:

1. This Agreement and any amendments, modifications or supplements to it.
2. Your records of any payment and other transactions through BILLPAY, including without limitation payment histories and confirmations of individual transactions.
3. Any disclosures or notices provided in connection with BILLPAY, including without limitation those required by federal or state law (including without limitation initial disclosures, periodic statements, periodic and annual error resolution notices, initial and annual privacy notices, opt-out notices, and change-in-terms notices.
4. Any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of BILLPAY.
5. Any other communication related to BILLPAY.

Although we reserve the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format will be considered to be "in writing." You should print a paper copy of this

Agreement and any electronic Communication that is important to you and retain the copy for your records. If you do not wish to receive this Agreement or the Communications electronically, you may not use BILLPAY.

If you have opened an account with us and you wish to withdraw your consent to have Communications provided in electronic form, you must close your account as described in the Term and Termination section of this Agreement and stop using BILLPAY. There are no fees to close your account with us.

You agree to promptly update your account records with us if your e-mail address or other information changes. You may update your account records, such as your e-mail address, as described in the Changes to Your Information section of this Agreement.

Communications may be posted on the BILLPAY Site or other Web site disclosed to you and/or delivered to the e-mail address you provide. All electronic Communications will be deemed to have been received by you no later than five (5) Business Days after we send it to you by e-mail or post the Communication on the BILLPAY Site, whether or not you have received the e-mail or retrieved the Communication. An electronic Communication by e-mail is considered to be sent at the time that it is directed by our e-mail server to the appropriate e-mail address. An electronic Communication posted to the BILLPAY Site is considered to be sent at the time it is publicly available. You agree that these are reasonable procedures for sending and receiving electronic Communications.

In order to access and retain Communications, you must have:

1. An Internet browser that supports 128-bit encryption, such as Netscape Navigator version 4.7x or above or Internet Explorer version 7.0 or above.
2. An e-mail account with an Internet service provider and any software required to send and receive e-mails.
3. A personal computer, operating system and telecommunications connections to the Internet capable of supporting the foregoing.
4. Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.
5. A printer that is capable of printing from your browser and e-mail software.

Our Right to Refuse to Make Payments. You agree not to use BILLPAY to make payments to payees outside the United States (a "Prohibited Payment"). You further agree that the following payments ("Restricted Payments") are discouraged, but may be scheduled at your own risk: (i) tax payments to the Internal Revenue Service or any state or other government agency, (ii) court-ordered payments, such as alimony or child support, or (iii) payments to insurance companies. In the event we make an error in processing a Restricted Payment, you agree that we will not have any responsibility for any negative impact to you and you will be responsible for collecting any overpayment we have forwarded. The fact that we make a mistake in processing a Restricted Payment does not mean that we cannot collect from you or your account any funds we sent to the payee on your behalf. We will not notify you if you attempt to make a Prohibited Payment or a Restricted Payment and we will not be liable if we do not make a Prohibited Payment or a Restricted Payment. We may refuse to make any payment that we believe to be prohibited by law. If you fail to maintain a balance in the

funding account that is sufficient to fund any payment that you initiate, we may refuse to make any subsequent payment for as long as we determine to be necessary or appropriate. We also reserve the right and will promptly notify you of our decision to refuse to make any other Payment.

Term and Termination. You may terminate this Agreement at any time by providing us with written notice of termination, provided, however, that we may **require you to contact** Adventure Credit Union via telephone at **800-323-2129** to arrange for account closing and to confirm your identity. We may terminate this Agreement at any time upon notice to you, which may be delivered via e-mail to your e-mail address reflected in our records. In addition, if either party breaches a material provision of this Agreement, then the other party will have the right to terminate this Agreement immediately by giving notice to the party in breach. The termination of this Agreement shall not affect any fees or charges already due to us from you.

Disclaimer of Warranty. YOU EXPRESSLY AGREE THAT USE OF BILLPAY AND THE DATA IS AT YOUR SOLE RISK, AND O1BILLPAY, THE O1BILLPAY SITE, AND THE DATA ARE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF AVAILABILITY, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. IN NO EVENT WILL WE BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF BILLPAY. OUR TOTAL, AGGREGATE LIABILITY TO YOU IS LIMITED TO THE AGGREGATE AMOUNT OF FEES YOU HAVE PAID FOR BILLPAY DURING THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO YOUR CLAIM.

You must select the processing date for any payment, or specify a payment rule in the system that automatically selects this date for you, for each bill received. This date should be at least six (6) Business Days prior to the payment due date to ensure that there is enough time for the biller to receive and post the payment to your account. As we cannot control the U.S. Postal Service or other aspects of the various systems and processes that together ensure that your payments get from us to your billers, we cannot guarantee that any payment will be received by the payment due date, and we are not responsible for any costs, expenses or other damages you incur if your payment is not received by the biller on or before the payment due date. However, if you have followed our rules, allow us sufficient time to make the payment, and we have issued you a confirmation number for a payment, we will reimburse you for any late charge assessed to you because we do not send that payment, unless we are not responsible to you for one of the reasons listed below. We may require that you provide us with satisfactory written documentation of any late fee before making reimbursement to you.

THIS IS OUR ONLY OBLIGATION TO YOU FOR ANY PAYMENT DELAYS OR FAILURE. IN ADDITION, IF YOU DO NOT FOLLOW THESE RULES OR IF YOU DO NOT ALLOW US ENOUGH TIME TO COMPLETE A PAYMENT, YOU ALONE ARE RESPONSIBLE FOR ANY PENALTIES OR LATE CHARGES ON THAT PAYMENT. We may set an expiration date for any payment check we issue from our own account. If we do this, we may stop payment of the check if the payee does not cash the check on or before the expiration date. We will then notify you and issue a credit to your funding account for the amount of the check.

We are not responsible for any failure to complete or delay in completing any payment due to any of the following:

1. Your funding account does not contain sufficient funds to complete the payment or the charge is rejected or returned by the credit union.
2. Your funding account is closed.
3. We identify you as a credit risk and choose to complete all your payments by paper means, or to terminate your use of the Services.
4. The payee rejects or returns the payment for any reason.
5. Your equipment, software or any communications link is not working properly.
6. The BILLPAY Service is down and you know or we have told you about the problem before you send the payment.
7. You have provided us with incorrect information about the payee you wish to pay.
8. The payee mishandles or delays handling or posting any payment we send.
9. Circumstances beyond our control (for example, fire, flood, interference from an outside source, postal delays) prevent or delay the transfer or payment from being completed.

We may set a maximum dollar amount for payment and/or refuse to permit any BILLPAY if we reasonably believe such refusal is necessary or advisable for security reasons.

If we duplicate a payment or process a payment for the wrong amount, we will use our reasonable best efforts to recover your funds from the payee. However, if an overpayment causes a credit to your account with a payee, we may notify you of that fact and you will be responsible to make appropriate arrangements with the payee to receive a refund of the credit or have it applied against future balances. You will remain responsible to reimburse us for any funds we have paid on your behalf.

Other Provisions. Neither this Agreement nor any portion hereof shall be assigned, sublicensed or otherwise transferred by you without our prior written consent. If any provision of this Agreement is unenforceable, the validity and enforceability of the other provisions shall not be affected. Failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to enforce such provision. This Agreement shall be governed by and under the laws of the State of Michigan without regard to conflicts of law provisions. You hereby consent to the jurisdiction of the state courts of Michigan and the federal courts within the state with respect to any claim relating to this Agreement. The Disclaimer of Warranty, Indemnity and the Other Provisions sections of this Agreement shall survive the termination of this Agreement. The parties agree that communications relating to the Agreement sent via e-mail constitute "writing" for all purposes, including the giving of notice, hereunder.

Entire Agreement. These terms and any terms or rules disclosed in the BILLPAY Site regarding use of BILLPAY Services are the entire understanding and agreement between you and us with respect to BILLPAY and supersede any other oral or written agreements.