

Terms and Conditions Agreement for Motor City Co-op Credit Union Web & Mobile Bill Pay Service

Note: All references within this document refer to the terms "Payment Service" and/or "the Service" reflect the Web & Mobile Bill Pay Service offered by Motor City Co-op Credit Union.

Web & Mobile Bill Pay Service

I acknowledge electronic receipt of the Terms and Conditions Agreement ("Agreement") associated with Motor City Co-op Credit Union's Web & Mobile Bill Pay Service and agree that I have read and will abide by this agreement. I also agree Motor City Co-op Credit Union does not need to provide me with an additional paper (non-electronic) copy of this Agreement unless specifically requested. Further, I understand that a copy of this Agreement can be printed by using my browser's print command and a printer. I also agree that payments made using Web & Mobile Bill Pay are the same as those made using paper checks, drafts, transfers or online payments and are bound by the same rules, regulations, state and federal laws.

Use of a Third-Party Bill Pay Service Provider

iPay is the third-party bill pay service provider who Motor City Co-op Credit Union has contracted with to provide bill pay service to its members. iPay will be processing bill payments. Motor City Co-op Credit Union will be answering questions directly related to these member-initiated bill payments. Accordingly, the term "iPay" represents the customer service provided by iPay to Motor City Co-op Credit Union bill pay subscribers on Motor City Co-op Credit Union's behalf. Motor City Co-op Credit Union, at its sole discretion, reserves the right to change Web & Mobile Bill Pay Service providers.

Enrollment Request for the Web & Mobile Bill Pay Service

Motor City Co-op Credit Union reserves the right to refuse enrollment in the Web & Mobile Bill Pay Service to any member who does not meet the Web & Mobile Bill Pay Service criteria which has been established by Motor City Co-op Credit Union and/or iPay. Included in these criteria is a requirement that subscribers to this service must live within the United States, its possessions and territories (American Samoa, Guam, Marshall Islands, Micronesia, N. Mariana Islands, Palau, Puerto Rico and the Virgin Islands). You must enroll in Bill Pay through Web Branch before accessing it in Mobile Bill Pay.

Web & Mobile Bill Pay Service

As used in this Agreement, the term "Payee" means the vendor, biller, person or entity to whom you wish a bill payment to be directed; "Payment Instructions" means the information provided by you to the Service for a bill payment to be made to your Payee (e.g., Payee name, account number, payment amount, payment date, etc.); "Payment Account" means your Checking Account at Motor City Co-op Credit Union, from which all bill payments may be made and/or such funds collected; "Business Day" means Monday through Friday, excluding Federal holidays; "Payment Date" means the Business Day of your choice upon which your bill payment will be made and your Payment Account will be debited; and "Cutoff Time" means 4:00 p.m. Eastern Standard Time on any Business Day, and is the time by which you must transmit instructions to have them considered entered on that particular Business Day. A single payment to an individual or another financial institution account may not exceed \$2,500.

By providing the Payment Service with the names and account information of those entities and/or persons to whom you wish to direct payment, you authorize the Service to follow the Payment Instructions that it receives from you or your authorized user through the Web Branch & Mobile Bill Pay Service. When the Service receives a payment instruction, you authorize it to debit your Payment Account and remit funds on your behalf so that the funds arrive as close to the Business Day designated by you as soon as reasonably possible. A Payee must be set up using Web Branch Bill Pay before you are able to make a payment to that payee in Mobile Bill Pay.

For this reason, it is necessary that all Payment Dates selected by you be no less than five (5) before the actual due date for payments that are being sent by check and four-six (4-6) Business Days for ACH payments, (not the late date and/or a date in the grace period). It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. Payment instructions entered after the Cutoff Time or on a non-Business Day will be considered entered in the Service on the next Business Day. If you properly follow the procedures described herein, and the Service fails to send a payment according to the Payment Instructions received, the Service will bear responsibility for all late charges. In any other event, including but not limited to choosing a Payment Date which is not five (5) Business Days

before the due date or on or past the due date stated on your invoice or bill, the risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by you.

A bill payment is "In Process" starting at the Cutoff Time on the Payment Date. A bill payment is a "Pending Payment", starting from the time you enter Payment Instructions until the payment is "In Process." A bill payment is considered "Completed" on the Business Day you selected as the scheduled Payment Date. You may cancel or edit any Pending Payment (including recurring bill payments) by following the directions provided on the Web & Mobile Bill Pay Service Online Help. There is no charge for canceling or editing a Pending Payment. You may request to stop payment after a payment has been processed by contacting Member Service. The ability to successfully stop payment depends on how the funds were remitted to the payee and the elapsed time since the payment was processed. You may be charged a stop payment fee for each request.

The Service will use its best efforts to make all your payments properly. However, the Service shall not incur liability if it is unable to complete any payments initiated by you through the Service because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Payment Account does not contain sufficient funds to complete the payment or transfer;
2. The bill payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. The Payee mishandles or delays a payment sent by the Service;
4. You have not provided the Service with the correct names, addresses, phone numbers, or account information for those persons or entities to whom you wish to direct payment;
5. Circumstances beyond the Service's control (such as, but not limited to, fire, flood, or interference from an outside force) that prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the prior stated five (5) exceptions to the Service's performance obligations are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a person or entity which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account and for directing to the proper recipient any previously misdirected payments or transfers.

Payment will be made to your Payee either electronically via the Automated Clearing House (ACH) or by check. The method of payment depends upon the processing method that can be accommodated by the Payee or iPay (e.g., some Payees are unable to accept electronic payments).

All bill payments debited from your account will appear on your monthly Statement of Account and under a history of your payment account (checking) as "Bill Pay". All payments can be viewed with the Payee's name, payment amount and payment date by reviewing your recent payment history under the electronic "Bill Pay History" option provided to you as part of the Web & Mobile Bill Pay Service. ACH debits will reflect the name of the Payee (e.g., XYZ Utility Company) as well as the date and amount; payments by check will appear on Bill Pay History with a date, payee, status (i.e.: "cleared"), and amount. The electronic Bill Pay History on the Web can be printed for your records.

Prohibited Payments

The following payment types are prohibited through the Service:

1. Tax Payments
2. Court Ordered Payments
3. Payments to Payees outside of the United States or its possessions/territories

PIN/Password and Security

To access the Web & Mobile Bill Pay Service you will need to log on to the Motor City Co-op Credit Union "Web Branch" home banking service and then click on the Bill Payment icon.

You agree not to give or make available your Motor City Co-op Credit Union Web Branch Account Number and PIN to any unauthorized individuals. You are responsible for all bill payments you, and your Web & Mobile Bill Pay Service authorized user, authorize using the Service. If you permit other persons to use the Service or your Motor City Co-op Credit Union Account Number and PIN (even though you have agreed not to disclose this information); you are responsible for all transactions they authorize. If you believe that your Motor City Co-op Credit Union Account Number and PIN has been lost, stolen or compromised, or that someone may attempt to use the Service without your consent or has transferred money from your account by accessing your account without your permission, you must notify Motor City Co-op Credit Union at once by calling us at 800-328-8051 during business hours.

You also agree that Motor City Co-op Credit Union may revoke your Web & Mobile Bill Pay Service and/or Web Branch account access services if unauthorized account access and/or transactions occur as the apparent result of negligence in the safeguarding of the Account Number and PIN(s) belonging to you and/or your authorized user. Further, you agree that, if Motor City Co-op Credit Union is notified that you have included Motor City Co-op Credit Union in the filing of a petition of bankruptcy, Motor City Co-op Credit Union may revoke or refuse to grant you Web & Mobile Bill Pay Service and/or Motor City Co-op Credit Union Web Branch access to your account.

Your Liability for Unauthorized Transfers

If you tell Motor City Co-op Credit Union within two (2) Business Days after you learn of unauthorized access to your account(s) and/or that your Motor City Co-op Credit Union Web Branch Account Number and PIN has been lost, stolen or compromised, you can lose no more than \$50.00. If you fail to notify Motor City Co-op Credit Union within two (2) Business Days after you learn of unauthorized access to your account(s) and/or that your Motor City Co-op Credit Union Web Branch Account Number and PIN has been lost, stolen or compromised, and we can prove that we could have prevented the unauthorized access to your account(s), or use of your Motor City Co-op Credit Union Web Branch Account Number and PIN had you notified us, you could lose as much as \$500.00. If your monthly statement or your Web Branch account details reflect any transfers or payments that you did not make, tell us at once. If you do not tell us within sixty (60) days after the first statement which reflected an unauthorized transfer(s) or payment(s) was mailed to you, you may not get back any money you lost after the sixty (60) days, provided that we can prove that we could have stopped someone from taking money if you had told us in time.

Errors and Questions

In case of errors and questions about your electronic transfers or payments, as soon as you can, you should:

1. Telephone us at 800-328-8051
2. Write us at:
Web & Mobile Bill Pay
Motor City Co-op Credit Union
37321 Garfield Road
Clinton Township, MI 48036-2052

If you think that your statement is wrong or you need more information about a bill payment listed on the statement or in your Bill Pay History, we must hear from you no later than sixty (60) days after you received the FIRST statement on which the problem or error appeared. You must:

1. Tell us your name and account number.
2. Describe the error or 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, and
3. Tell us the dollar amount and the date of the suspected error.

If you tell us orally, in person or by telephone, we may require that you send us your complaint or question in writing within ten (10) Business Days after providing verbal notification. 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. If we need more time, however, 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 your account within ten (10)* Business Days for the amount you think is in error, so that you may 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 re-credit your account.

If we determine there was no error, we will send you a written explanation within three (3) Business Days after we finish the investigation. We may revoke any provisional credit provided to you if we find that an error did not occur. You may ask for copies of documents which we used in our investigation.

*If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) days instead of ten (10) days.

Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transfers you make ONLY in the following situations:

1. If we return transfers or payments made from your account which are drawn on insufficient funds or if we are unable to complete an electronic transfer or payment because of insufficient funds, or
2. Where it is necessary for completing transfers, or
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant, or
4. To a consumer reporting agency for quality assurance or
5. In order to comply with a governmental agency or court orders, or
6. If you give us your written permission.

Charges or Fees

There is no usage fee for using Motor City Co-op Credit Union Web & Mobile Bill Pay Service.

The Mobile Bill Pay Service allows you to use a mobile device such as a cell phone, PDA or any other wireless device to direct payments to Payees that you wish to pay, subject to the terms and conditions of your Web Branch agreement with Motor City Co-op Credit Union.

Charges for other transactions and optional services (e.g., Non-Sufficient Funds or Stop Payment Fees) are specified in Motor City Co-op Credit Union's Rate & Fee Schedule which can be found on the Motor City Co-op Credit Union web site or are listed in the following sections. You agree to pay such fees and charges, and authorize the Service to charge your designated Payment Account for these amounts and any additional charges that may be incurred by you. You are responsible for any and all telephone access fees or internet service fees that may be assessed by your telephone utility and/or internet service provider.

Special Services Charges

There are special services offered by the Web & Mobile Bill Pay Service provider, iPay, for which specific charges are applicable. Those services and charges are:

- Written Correspondence to "Payee"...\$10.00
- Proof of payment not necessitated by a dispute...\$10.00 per
- Payments returned due to customer error...\$5.00
- Stop Payment Fee...\$15.00
- ACH Return Fee...\$10.00
- Express Mail Correspondence Fee...\$15.00

Miscellaneous Product Fees

Following are fees assessed by the Web & Mobile Bill Pay Service provider, iPay, for additional products offered by iPay:

- Overnight Fee...\$14.95
- 2nd Day Fee...\$9.95
- Charitable Donations...\$1.99
- Gift Pay...\$2.99

Please note: Your Motor City Co-op Credit Union loan accounts may not be paid by using the Web & Mobile Bill Pay Service, but instead may be paid by using the transfer/payment option on the Motor City Co-op Credit Union "Web Branch" home banking service or by automatic transfer from your Motor City Co-op Credit Union Checking Account at no charge.

In the event a service transaction is returned and/or overdraws your Payment Account when using the Service, you are requesting the system to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are not sufficient funds in your Payment Account to cover the transaction), the transaction may not be completed and return notice will be sent to you by Motor City Co-op Credit Union. You agree that a non-sufficient funds (NSF) fee will be charged in accordance with Motor City Co-op Credit Union's established and published fees.

Alterations and Amendments

The terms of this Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall send notice to you at your address of record or by secure electronic message via the Motor City Co-op Credit Union "Web Branch" home banking service. Any use of the Services after the Service sends you a notice of change will constitute your agreement to such change(s). Further, the Service, may, from time to time, revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the Internet Bill Pay programs, services, and/or related material and limit access to the Service's more recent revisions and updates.

Address Changes

You agree to promptly notify Motor City Co-op Credit Union Member Service in writing of any address change. Motor City Co-op Credit Union requires a copy of a valid State of Michigan ID or Driver's License showing your new current address. Changing your address on the Service does not automatically update your address of record at Motor City Co-op Credit Union. Similarly, updating your address at Motor City Co-op Credit Union does not automatically update the address on the Service. You may send your change of address request and copy of valid ID with current address to:

Change of Address
Motor City Co-op Credit Union
37321 Garfield Road
Clinton Township, MI 48036-2052

A Change of Address may also be faxed to 586-228-8982.

Termination or Discontinuation

In the event you wish to discontinue the Service, you must contact Motor City Co-op Credit Union within ten (10) days prior to the actual service discontinuation date. You must request the Service discontinuation by written correspondence sent via the mail. Written notice must be signed and sent to:

Web Bill Pay
Motor City Co-op Credit Union
37321 Garfield Road
Clinton Township, MI 48036-2052

Motor City Co-op Credit Union may terminate service to any individual at any time with cause, but without advance notice. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

Payee Limitations

The Service reserves the right to refuse to pay any person or entity to which you may direct a payment. The Service is obligated to notify you promptly if it decides to refuse to pay a person or entity designated by you. This notification is not required if you attempt to pay tax or court-related payments or payments outside the United States and its possessions/territories (American Samoa, Guam, Marshall Islands, Micronesia, N. Mariana Islands, Palau, Puerto Rico and the Virgin Islands), which are prohibited under this agreement.

Information Authorization

Through your enrollment in the Web & Mobile Bill Pay Service, you agree that Motor City Co-op Credit Union (or its third-party Bill Pay Service provider) reserves the right to request a credit agency report and/or a review of your credit rating at its own expense through an authorized credit agency/bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a merchant or financial institution to resolve payment-posting problems.

Disputes

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what one of the Service's employees says and the terms of this Agreement, the terms of the Agreement shall control.

Assignment

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third-party service providers.

No Waiver

The Service shall not be deemed to have waived any of its rights or remedies here under unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Captions

The captions of Sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions for the Agreement.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, United States of America, without regard to its conflicts of law provisions. The foregoing shall constitute the Service's entire liability and your exclusive remedy. In no event shall the Service be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including lost profits (even if advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of the equipment, software, and or the Service.

Exclusions of Warranties

The Service and related documentation are provided "as is" without any warranty of any kind, either expressed or implied, including but not limited to the implied warranties of merchant ability and fitness for a particular purpose.