

# COMMERCIAL ONLINE BANKING AGREEMENT AND DISCLOSURE

This Commercial Online Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as an Authorized User of the Online Banking Service, Remote Deposit Capture or Bill Pay Service ("Services"). It also describes the rights and obligations of Lake Trust Credit Union ("Lake Trust"). Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

## DEFINITIONS.

The following definitions apply in this Agreement:

- "Authorized User" refers to a person with authority (with respect to the Online Account);
- "Bill Pay" is the online service that enables the scheduling of bill payments;
- "Remote Deposit Capture" is a service that allows you to make deposits of checks to your accounts by scanning the original checks and delivering the digital images and associated deposit information to us or our processor with your device;
- "ISP" refers to your Internet Service Provider;
- "Online Banking" is the internet-based service providing access to your Lake Trust account(s);
- "Online Account" means the Lake Trust account(s) from which you will be conducting transactions using a Service;
- "Password" is the member-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
- "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;
- "Time of day" references are to Eastern Standard Time;
- "User ID" is the identification code assigned to you for your connection to the Service;
- "We", "us", or "Credit Union" refer to Lake Trust which offers the Services and which holds the accounts accessed by the Services; and
- "You" or "your" refers to the owner of the account or the Authorized User.

**ACCESS TO SERVICES.** Lake Trust will provide instructions on how to use the Services. You will gain access to your Online Accounts through the use of your internet-enabled device, your ISP, your Password, and your User ID. You may access your Online Accounts 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 maintenance, updating, and revising the software. Five (5) incorrect login attempts will cause the account to be locked out.

For purposes of transactions, Lake Trust business days are Monday through Friday, excluding federal holidays and weekends. Online Banking transactions are processed in real time.

## ACCOUNT TRANSACTIONS WITH ONLINE BANKING.

**Account Access.** Once you have selected your primary account you may select additional accounts including other checking, savings, certificates of deposit or loan accounts.

**Transfer of Funds.** In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make Lake Trust loan payments not held by Michigan Business Connection (MBC). You may transfer funds among your checking accounts, savings accounts, and money market accounts. Because regulations require the Credit Union to limit preauthorized transfers for all savings accounts (including Online Banking transfers), the following limitations apply: You can make no more than six (6) transfers per statement period by preauthorized or automatic transfer or by telephone or Online Banking.

**Additional Services.** New services may be introduced for Online Banking from time to time. Lake Trust will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

**SCHEDULE OF FEES.** Lake Trust offers the benefits and convenience of the Online Banking Service to you. Please refer to our separate Fee Schedule for additional information about charges on your account(s).

**STATEMENTS.** You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account.

**USE OF YOUR SECURITY PASSWORD.** You are responsible for keeping your password and Online Account information confidential. In order to protect yourself against fraud, you shall adhere to the following guidelines:

- Do not give out your account information, Password, or User ID;
- Do not allow multiple users access to your phone via Touch ID;
- Do not leave your PC unattended while you are in Lake Trust's Online Banking Site;
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.

If you believe your User ID and Password has been compromised, or if you suspect any fraudulent activity on your account, call Lake Trust immediately at 888-267-7200. Telephoning Lake Trust is the best way of minimizing your losses and liability.

**ELECTRONIC MAIL (E-MAIL).** If you send the Credit Union an e-mail message, Lake Trust will be deemed to have received it on the following business day. NOTE: E-mail transmissions outside of the Online Banking site are not secure. We advise you not to send us or ask for confidential information such as account numbers, Password, account information, etc. via any general or public e-mail system. If you wish to contact us electronically, please use the secure e-mail link provided in our Online Banking site.

## BILL PAY SERVICE.

**Description of Service.** The Bill Pay Service permits you to use your internet-enabled device to direct payments from your designated Online Account to third parties you wish to pay. Your Online Account must be a checking account. Through the Bill Pay Service, you can pay bills from your Online Account to businesses or individuals.

All payments you make will be deducted from the checking account that you designate as your Online Account for the Bill Pay Service. Any payments you wish to make through the Bill Pay Service must be payable to a payee located in the United States. We reserve the right to restrict types of payees to whom payments may be made using the Bill Pay Service from time to time. You should not use the Bill Pay Service to make payments to settle

securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

**Scheduling Payments.** Funds must be available in your Online Account on the scheduled payment date. If a recurring scheduled payment falls on a weekend or holiday the funds must be available the next business day to that payment date. After funds are withdrawn from your Online Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

You may choose to schedule one time payments or schedule payments to recur in the same amount at regular intervals.

When you create a new payee in the Bill Pay Service, allow up to ten (10) business days for the payee to receive payments.

**No Duty to Monitor Payments.** Lake Trust is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. We will not be liable in any way for damages you incur for any of the following reasons:

- Insufficient funds in your Online Account to make the payment on the processing date;
- Delays in mail delivery;
- Changes to the payee's address or account number;
- The failure of any payee to correctly account for or credit the payment in a timely manner, or
- Any other circumstances beyond the control of Lake Trust.

If the session during which you schedule a payment or transfer ends by 4:00 p.m., the Credit Union will be considered to have received it on that day. Otherwise, it will be considered received on the following business day. For all entries made using the Bill Pay Services, the time recorded by the Online Banking Service will be considered the official time of the transaction.

If your Online Account does not have sufficient funds to make a payment as of the date the payment is debited to your account, your payment may be canceled and your account may be blocked. Lake Trust will attempt to notify you by e-mail or U.S. Postal Mail, but Lake Trust shall have no obligation or liability if it does not complete a payment because there are insufficient funds in your account to process a payment. In all cases, you are responsible for either contacting the Bill Pay Service at 844-319-6945 to either make alternate arrangements for the payment or reschedule the payment through the Bill Pay Service. Once the Bill Pay Service has been restored future scheduled payments will be made as long as funds are available.

**Cancel or Change Payment Instructions.** Payments can be changed or canceled any time prior to the cutoff time on the scheduled processing date. If you ask us to cancel a payment after it is issued and we agree to do so, we may charge you a stop payment fee (see Fee Schedule). For further information regarding stop payments please see the Terms and Conditions of Your Account.

**Termination.** When Bill Pay is terminated, any prescheduled bill payments made through Online Banking will also be terminated. Lake Trust is not responsible for any fixed payment made before Lake Trust has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by Lake Trust on your behalf.

**No Signature Required.** When any payment or other Service generates items to be charged to your account, you agree that we may debit your Online Account without requiring your signature on the item, and without prior notice to you.

**Linked Accounts.** All Lake Trust accounts enrolled in a Service will be linked by the Employer Identification Numbers of the business. The linked accounts will appear together without regard to the ownership of the accounts. For example, an Authorized User that accesses the Service will be able to view and access all linked accounts at a single time unless restricted.

**Commercial Accounts.**

Any Authorized User of your Online Account is authorized on such terms, conditions, and agreements as we may require to:

- enter into this Agreement, as amended from time to time;
- access each Online Account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
- use any Services, whether now available or available at some time in the future.

**Telephone number to contact in the event of an unauthorized transfer.** If you believe your User ID and password have been compromised (or your mobile device has been lost or stolen) call (888) 267-7200. You should also call the number listed above if you believe a transfer has been made using the information from your check without your permission.

**REMOTE DEPOSIT CAPTURE.**

This Remote Deposit Capture Services Agreement contains the terms and conditions for the use of the remote deposit capture service Lake Trust Credit Union ("Lake Trust", "Credit Union", "us," or "we") may provide to you ("you" or "User"). Other agreements you have entered into with Lake Trust are incorporated by reference and made part of this Agreement.

Remote Deposit Capture is designed to allow you to make deposits of checks ("original checks") to your accounts by scanning the original checks and delivering the digital images and associated deposit information ("images") to us or our processor with your mobile device or desktop scanner.

**Limits.** The amount of funds you can deposit using Remote Deposit Capture can be limited. Lake Trust reserves the right to change limits on the dollar amount and/or number of items or deposits within the sole discretion of the Credit Union.

**Eligible Items.** You agree to scan and deposit only checks (i.e., drafts drawn on a credit union, savings and loan, or bank.)

You agree that you will not use Remote Deposit Capture to deposit:

- Checks payable to any person, third party or entity other than you (i.e., payable to another party and then endorsed to you).
- Checks that have not been signed and authorized by the drawer.
- Checks drawn on your own Lake Trust account.
- Checks payable to Bearer (i.e., payable to Cash, Bearer or where the payee is left blank).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks previously converted to a substitute check.
- Checks that have been returned unpaid.

- Checks drawn on a financial institution located outside the United States.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks that have previously been submitted through this service or through a remote deposit capture service offered at any other financial institution.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department, U.S. Postal Money Orders, or Savings Bonds.

**Requirements.** Each image must provide all information on the front and back of the original check at the time presented to you by the drawer of the check, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. If it is the case that the image quality does not meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association, the check may not be accepted. Any loss we or you incur from a delay or processing error resulting from a failure to meet these image standards will be your responsibility.

Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include "FOR REMOTE DEPOSIT ONLY" and/or your signature. This information can be provided in writing or stamped on the back of the share draft or check. Any loss we incur as a result of an improper endorsement, or from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees, without an indication as to whether it is made out to both or to either, must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

**Receipt of Deposit.** All images processed for deposit through Remote Deposit Capture will be treated as "deposits" under your current Business Terms and Conditions of Your Account and the Specific Account Details. When we receive an image, we will confirm receipt via email to you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive.

Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image.

We reserve the right, at our sole and absolute discretion and for reasonable cause, to reject any image for remote deposit into your account. We will notify you of rejected images.

We further reserve the right to chargeback to your account at any time any item that we subsequently determine was not an eligible item. You agree that the Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

**Funds Availability.** Please see the Business Terms and Conditions of Your Account regarding your ability to withdraw funds.

**Business Days.** Our business days are Monday through Friday, except federal holidays.

**Original Checks.** After you receive confirmation that we have received an image, you must securely store the original check for 45 days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within 10 days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after such period expires, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. *After destruction of an original check, the image will be the sole evidence of the original check.*

You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

**Returned Deposits.** Any credit to your account for checks deposited using Remote Deposit Capture is provisional. If original checks deposited through Remote Deposit Capture are dishonored, rejected, or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check, or a substitute check. You will reimburse us for all loss, cost, damage, or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item, or for any warranty claim related to such item, whether or not the rejection, return, adjustment, or warranty claim was timely made.

**Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by Lake Trust from time to time. Lake Trust is not responsible for any third party software you may need to use the service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

**Fees.** A fee may be charged for the Services. You are responsible for paying the fees for the use of the Services. Any fee that is charged will be disclosed prior to your deposit. Lake Trust may change the fees for use of the Services at any time. You authorize Lake Trust to deduct any such fees from any Lake Trust account in your name.

If your payment is returned unpaid, you authorize us to collect a fee as stated in our Fee Schedule.

**Your Warranties.** You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.

- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation, or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

**Compliance with Law.** You will use Remote Deposit Capture for lawful purposes and in compliance with all applicable laws, rules, and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules, and regulations.

**Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolutions, and resolution of Member claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

**Liability and Advisability of Prompt Reporting.** Tell us AT ONCE if you believe your User ID and password have been compromised (or your mobile device has been lost or stolen or the security of your scanner has been compromised), or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could be liable for the loss of all the money in your account.

**Telephone Number to Contact in the Event of an Unauthorized Transfer.** If you believe your User ID and password have been compromised (or your mobile device has been lost or stolen or the security of your scanner has been compromised) call (888) 267-7200.

You should also call the number listed above if you believe a transfer has been made using the information from your check without your permission.

**Remote Deposit Capture Unavailability.** Remote Deposit Capture may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider, and Internet software. In the event that Remote Deposit Capture is unavailable, you may deposit original checks at our branches or through our ATMs or by mailing the original check to:

LAKE TRUST CREDIT UNION  
ATTENTION: MEMBER SERVICES  
4605 S. OLD US HIGHWAY 23  
BRIGHTON, MI 48114

**Mobile Device/Desktop Scanner Security.** You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device/desktop scanner remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone to (888) 267-7200 and follow up with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor your use of the Services, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

**Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Remote Deposit Capture is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble, or decompile the technology or Service; copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Q2 and Ensenta retain all rights, title, and interests in and to the Services, Software, and Development made available to you.

#### **GENERAL TERMS AND CONDITIONS.**

**Accountholder's Indemnification Obligation.** You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising from your use of the Services, and/or breach of this Disclosure and Agreement, or if your account is "hacked" by any third party unless such "hacking" is the result of our gross negligence or intentional misconduct. You understand and agree that this paragraph shall survive the termination of this Agreement.

**DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF ANY SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT ANY SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY SERVICE OR TECHNOLOGY WILL BE CORRECTED.

**Our Liability.** This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Services or Online Accounts. Unless otherwise required by applicable law, we are only responsible for performing the Services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

We will not be liable to you in the following instances:

1. If through no fault of the Credit Union, you do not have enough money in your account to make the transfer.
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
3. If there is a hold on your account, or if access to your account is blocked, in accordance with Credit Union policy.
4. If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
5. If your transfer authorization terminates by operation of law.
6. If you believe someone has accessed your accounts without your permission and you fail to notify the Credit Union immediately.

7. If you have not properly followed the instructions for making a bill payment included in this Agreement.
8. If we have received incomplete or inaccurate information or outdated information from you or a third party involving the account or transfer.
9. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.
10. We will not be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.
11. We will not be responsible for any failure to make a bill payment if you fail to promptly notify us after you learn that you have not received credit from a "Payee" for a bill payment.
12. We will not be responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent.

**LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.**

**Third Parties.** We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Microsoft (Microsoft Internet Explorer browser), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access the Services.

**Virus Protection.** Lake Trust is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

**Term.** This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.

**Termination for Cause.** We may immediately terminate your Services without notice to you under the following circumstances:

1. You do not pay any fee required by this Agreement when due; or
2. You do not comply with this agreement or any other agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.

We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

**Termination for Convenience.** You may terminate this agreement by written notice to Lake Trust. You must provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). You may notify the Credit Union by one of the following methods:

- By calling (888) 267-7200
- By writing a letter and either sending it to the following address: Attention: Virtual Solutions, Lake Trust Credit Union, 4605 S. Old US Highway 23, Brighton, MI 48114 or giving it to a Member Experience Associate at any Lake Trust branch location.

If you want to terminate another person's authority to use the Services, you must notify us by one of the above methods and arrange to change your PIN.

**Termination:** We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

We may convert your account to an inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 90-day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

#### **ADDITIONAL TERMS AND CONDITIONS.**

**Other Agreements.** In addition to this Agreement, you agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Services is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed in the fee schedules accompanying those disclosures.

**Changes and Modifications.** Lake Trust may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail and you will have to be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law.

**Assignment.** We may assign this Agreement to an affiliate of the Credit Union or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.

**Notices.** Unless otherwise required by applicable law, you agree that any notice or written communication given pursuant to this Agreement may be sent to you electronically.

**Disclosure of Information.** We will disclose information to third parties about your account or the transfers you make:

- where it is necessary for completing transfers; or
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- in order to comply with government agency or court orders; or
- as explained in the separate Privacy Disclosure.

**Governing Law.** This Agreement is governed by the laws of the State of Michigan and applicable federal law.