



## TRUE Community Credit Union Digital Banking Access & Electronic Funds Transfer Act Agreement

### RETAIN FOR YOUR RECORDS

1. Agreement. This Agreement, in addition to the Fee Schedule, is a contract which establishes the rules which cover your electronic access to your accounts at TRUE Community Credit Union (“Credit Union”) through the Digital Banking System (“System”). By using System, you accept all the terms and conditions of this Agreement. Please read it carefully. The terms and conditions of the deposit agreements and disclosures for each of your Credit Union accounts, as well as your other agreements with the Credit Union, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is subject to applicable federal laws and shall be governed and construed under the laws of the State of Michigan without giving effect to its conflict-of-law principles. Any disputes will be heard in a court of competent jurisdiction in the State of Michigan.
2. Definitions. As used in this Agreement, the words “we”, “our”, “us”, and “Credit Union” mean TRUE Community Credit Union. “You” and “your” refer to the accountholder authorized by TRUE Community Credit Union to use System under this Agreement and anyone else authorized by the accountholder to exercise control over the accountholder’s funds through System. “Account” or “Accounts” means your accounts at Credit Union. “Electronic Funds Transfers” means ATM withdrawals, preauthorized transactions point of sale transactions, transfers to and from your Accounts using System, including bill payments. “System Services” means the services provided pursuant to this Agreement, including the Bill Payment Service. “Bill Payment” means bill payments provided through System. “Payee” means anyone, including the Credit union, you designate to receive Bill Payments and Credit Union accepts as a Payee. “Business days” means Monday through Saturday, excluding holidays.
3. Continuation of Obligations. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.
4. Access. The Credit Union will provide instructions on how to use the Digital Banking Service. You will gain access to your Online Accounts through the use of your Internet- enabled device, your ISP, your User Name and Password. You may access your Digital Banking Accounts 24 hours a day, seven (7) days a week. However, the availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software or due to technical difficulties.



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User Names are registered to individual users and are not meant to be shared, even among joint owners. Joint owners may register for use. If you give someone your User Name and password, you are authorizing that person to use System, and you are responsible for all transactions the person performs under your User Name. All transactions that person performs, including those transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then transactions that person performs after one (1) business day after the time you notify us are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

5. Accounts. System can be used to access only your Accounts on which you are an owner, joint owner, custodian, trustee, responsible individual, power of attorney or a representative payee. System can be used to access your Loans on which you are a borrower, co-borrower, loan co-maker, loan co-applicant, co-borrower, or co-signer. We undertake no obligation to monitor transactions through System to determine they are made on behalf of the accountholder.
6. System Services. You can use System to check the balance of your Accounts, view Account histories, transfer funds between your Accounts or other member's accounts, view check images, make loan payments and advances, make stop payment requests, change your e-mail address, set up automated electronic notifications, download Account statements, and make Bill Payments from your Accounts in the amounts and on the dates you request if you have requested the Bill Payment Service. Balance and activity information as of the close of a business day are available at the start of the following business day, and may include transactions posted to your Account on the current Business day, including but not limited to in-branch deposits and withdrawals, telephone and Digital Banking transfers and payments, Bill Payments, and ATM, Debit Card, Visa and ACH activity.
7. Passwords. For security purposes, to access your Accounts, you must enter your User Name and password. During the initial logon, you will be required to enter your account number, your social security number and birthday. You will then be asked to select a password. You determine what password you will use, and the identity of your password, and you are responsible for all financial transactions performed using your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your login session will be locked out.



To re-establish your authorization to use System, you must contact us to have your password reset or to obtain a new temporary password. You may also go through the forgot password experience.

Minimum Password length is twelve (12) characters. There is no maximum number of characters. Passwords cannot contain spaces. We recommend you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your password cannot include your username. Your password cannot be one of your five most recent passwords. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, etc., and should be memorized rather than written down. You are responsible for keeping your Password and Digital Banking Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Password or User Id;
- Do not leave your PC unattended while you are in the Credit Union's Digital 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.

In addition to passwords, separate security devices and/or procedures may be required to access System, including but not limited to, (a) one-time-password generating devices ("Tokens"), (b) computer identification files ("Cookies"), and (c) security questions and answers. The requirements and use of these additional security measures will be determined and updated by Credit Union, from time to time.

8. Security. You understand the importance of your role in preventing misuse of your Accounts through System and you agree to promptly examine your paper or electronic statement for each of your Accounts as soon as you receive it. You agree to protect the confidentiality of your Account and Account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your Account, may allow unauthorized access to your Account. Your User ID and password, along with your authentication image, authentication pass phrase, and security questions and/or computer recognition processes, are intended to provide security against unauthorized entry and access to your Accounts. Data transferred via System is encrypted in an effort to provide transmission security and System utilizes identification technology to verify the sender and receiver of System transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure the System is secure, you acknowledge the Internet is inherently insecure and all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant data transfers utilizing System, or e-mail transmitted to and from us, will not be monitored or read by others.



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9. Fees and Charges. You agree to pay the fees and charges for your use of System services as set forth in the current Fee Schedule. You agree all such fees and charges will be deducted from the Account designated. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement, such as those fees that are applicable under the deposit agreement for your Account. You are also responsible for telephone and Internet service fees you incur in connection with your use of System.
10. Overdrafts. Electronic fund transfers initiated through System which would result in an overdraft of your Account may, at our discretion, be cancelled. In the event the electronic fund transfers initiated through System which would result in an overdraft of your Account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that Account.
11. Limits on Amounts and Frequency of System Transactions. The number of transfers from Accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those Accounts. If a hold has been placed on deposits made to an Account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.
12. System Stop Payments. Stopping the payment of a check is different from the cancellation of a Bill Payment. You may initiate stop payment requests online via System only for paper checks you have written on your Accounts (not Bill Payments). To be effective, this type of stop payment request must precisely identify the name of the payee, the check number, the amount, and the date of the check. If you make your stop payment request online or by telephone, we may also require you to put your request in the form of a paper writing and get it to us within 14 days of your original request. You will incur stop payment charges as disclosed in the current fee schedule for the applicable Account. The stop payment order is effective for six (6) months, and unless renewed through System or in writing before the expiration of six (6) months, it will automatically terminate and the Credit Union is free to pay the item. In such an instance, you hereby agree to release and do waive any and all claims against Credit Union with respect to the stop payment order or the check itself and you further agree to indemnify and hold Credit Union harmless with regard to any and all claims involving the stop payment order and/or check, which includes Credit Union's reasonable attorney's fees and costs.

You understand there may be claims or demands made against Credit Union as a result of your request. If any claim or demand of whatever nature is made against Credit Union with respect to the stop payment order and/or the item itself, you agree to indemnify and defend Credit Union and to reimburse Credit Union for any such claims or demands, and for reasonable costs, expenses or attorney's fees that Credit Union may incur in defending itself against any such

claims or demands. You understand that Credit Union will use all reasonable efforts to comply with a stop payment order. However, you understand fully that unless the item number, the date of the item, and the amount of the item are correctly entered on the stop payment order, Credit Union assumes no responsibility for stopping payment and is not liable to you if a stop payment cannot be accomplished.

13. Alerts. You may elect to receive electronic alerts (“Alerts”) through e-mail, push notifications or sms messaging. We will send Alerts based upon the instructions you provide to us. It is your responsibility to correctly enter and keep current your e-mail address, phone number and other contact information on your Digital Banking profile. You agree that we may send these Alerts in an unencrypted format, which may include your name, account number (with a portion masked), financial information and other sensitive information. You consent to delivery by the method you have selected and sharing of information with anyone who may have access to your e-mail system, computer, cell phone or other device. Alerts are not designed to replace any other notices we send to you. You agree to continue to review all correspondence from us regarding your Accounts and services with us. If we do not send or you do not otherwise receive an Alert we send, or such is delayed or misdirected for any reason, it does not affect your liability, rights or responsibilities with respect to your Accounts and services, and you agree that we will not be liable for our failure to send Alerts as described herein.
14. Remote Deposit Capture. The mobile check deposit services (“Services”) are designed to allow you to make deposits to your checking or savings accounts from your smartphone by taking a picture of the check(s) and delivering the images and associated deposit information to TRUE CCU or TRUE CCU’s designated processor. There is currently no charge for the Services.
  1. Acceptance of these Terms. Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via email or on our website(s) by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, TRUE CCU reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.
  2. Limitations of Service. When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without

prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

3. Eligible items. You agree to deposit only checks as that term is defined in Federal Reserve Regulation CC (“Reg CC”). You agree that the image of the check transmitted to TRUE CCU shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in Michigan. You agree that you will not use the Services to deposit any checks or other items as shown below:
  - a. Checks or items payable to any person or entity other than you.
  - b. Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
  - c. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which 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 or item is drawn.
  - d. Checks or items previously converted to a substitute check, as defined in Reg CC.
  - e. Checks or items drawn on a financial institution located outside the United States.
  - f. Checks or items that are remotely created checks, as defined in Reg CC.
  - g. Checks or items not payable in United States currency.
  - h. Checks or items dated more than 6 months prior to the date of deposit.
  - i. Checks or items prohibited by TRUE CCU’s current procedures relating to the Services or which are otherwise not acceptable under the terms of your TRUE CCU account.
4. Image Quality. The image of an item transmitted to TRUE CCU using the Services must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.
5. Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Services as “For Mobile Deposit only, TRUE CCU Account #\_” or as otherwise instructed by TRUE CCU. You agree to follow any and all other procedures and instructions for use of the Services as TRUE CCU may establish from time to time.

6. Receipt of Items. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from TRUE CCU that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.
7. Availability of Funds. You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using the Services will be available after TRUE CCU receives payment for the funds submitted. TRUE CCU may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as TRUE CCU, in its sole discretion, deems relevant.
8. Disposal of Transmitted Items. Upon your receipt of a confirmation from TRUE CCU that we have received the image of an item, you agree to prominently mark the item as “Electronically Presented” or “VOID” and to properly dispose of the item after 60days to ensure that it is not represented for payment. And, you agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to TRUE CCU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for TRUE CCU’s audit purposes.
9. Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time.
10. Hardware and Software. In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by TRUE CCU from time to time. See TRUE CCU.org for current hardware and software specifications. TRUE CCU is not responsible for any third party software you may need to use the Services. 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.
11. Errors. You agree to notify TRUE CCU of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable TRUE CCU account statement is sent. Unless you notify TRUE CCU within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against TRUE CCU for such alleged error.
12. Ownership & License. You agree that TRUE CCU retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the

Services (i) in any anti- competitive manner, (ii) for any purpose which would be contrary to TRUE CCU's business interest, or (iii) to TRUE CCU's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

13. **DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES 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 THE SERVICES, 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 THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR- FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.
14. **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 RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES 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 THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF TRUE CCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.
15. **User warranties and indemnification.** You warrant to TRUE CCU that: a. You will only transmit eligible items. b. Images will meet the image quality standards. c. You will not transmit duplicate items. d. You will not deposit or represent the original item. e. All information you provide to TRUE CCU is accurate and true. f. You will comply with this Agreement and all applicable rules, laws and regulations. You agree to indemnify and hold harmless TRUE CCU from any loss for breach of this warranty provision.
15. **Confidentiality.** We will disclose information to third parties about your Account or the transfers you make: (a) where it is necessary for completing transfers; or (b) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; or (c) in order to comply with government agency or court orders; or (d) if you give us written permission.



16. **Change in Terms.** We may change any term of this Agreement at any time. If the change would result in increased fees for any System service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an Account or our electronic fund transfer system. We will post any required notice of the change in terms on the Credit Union website or forward it to you by e-mail or postal mail. If advance notice of a change is not required, and disclosure does not jeopardize the security of the Account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject System services after such notification is provided indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific Accounts are governed by the applicable deposit agreements and disclosures.
17. **In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments.** Contact us, as noted in the section entitled “Communications Between Credit Union and You,” as soon as you can if you think your paper or electronic statement is wrong, or if you need more information about a transfer listed on your paper or electronic statement. We must hear from you no later than 60 days after we sent the FIRST paper statement upon which the problem or error appeared or 60 days from which an electronic statement was made available to you. When you contact us, please: (a) tell us your name and Account number, (b) describe the error or 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, (c) tell us the dollar amount of the suspected error, and (d) if the suspected error relates to a Bill Payment, tell us the Account used to pay the bill, Payee name, the date the payment was sent, payment amount, transaction number, and the Payee account number for the Bill Payment in question (this information appears on the Bill Payment system). If you contact us by telephone or by e-mail, we may require that you send us your complaint or question in the form of a paper writing by postal mail or fax within 10 business days. We will communicate to you the results of our investigation within 10 business days (20 business days if related to a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if related to a new account) to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within 10 business days (20 business days if related to a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or

question in writing and WE DO NOT receive it in the form of a paper writing within 10 business days, we may not provisionally credit your Account.

An Account is considered a new Account for 30 days after the first deposit is made, if you are a new member. We will tell you the results within three (3) business days after completing our investigation. If we determine there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation. If we have made a provisional credit, a corresponding debit will be made from your Account.

18. **Limitation on Our Liability for Failure to Make Transfer.** If we do not complete a transfer to or from your Account on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance:
- a) If, through no fault of ours, you do not have enough money in your Account to make a transfer.
  - b) If a legal order directs us to prohibit withdrawals from the Account.
  - c) If your account is closed, or if it has been frozen.
  - d) If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
  - e) If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
  - f) If any electronic terminal, telecommunication device, or any part of electronic fund transfer System is not working properly, and you knew about the problem when you started the transfer.
  - g) If you have not properly followed the on-screen instructions for using System.
  - h) If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.
  - i) If the Credit Union determines the individuals involved in a transaction are blocked by governmental, including OFAC restrictions.
19. **Your Liability for Unauthorized Transfers.** CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your Accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your Accounts (plus your maximum overdraft line of credit, if any).

If you contact us within two (2) business days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission. If you do NOT contact us within two (2) business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your Accounts without your permission if you had told us, you could lose as much as \$500.

Also, if your paper or electronic statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the paper statement was mailed or made available electronically to you, you may not get back any money you lost through transactions made after the 60 day time period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from contacting us, we may extend the time periods.

20. **Disclaimer of Warranty and Limitation of Liability.** We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the System services provided to you under this Agreement. We do not and cannot warrant that System will operate without errors, or that any or all System services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to System, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Credit Union and its affiliates exceed the amounts paid by you for the services provided to you through System.
21. **Your Right to Terminate.** You may cancel your System service at any time by providing us with written notice by postal mail, fax or in person. Your access to System will be suspended within three (3) business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.
22. **Our Right to Terminate.** You agree that we can terminate or limit your access to System services for any of the following reasons: (a) without prior notice, if you have insufficient funds in any one of your Accounts. System services may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits; (b) upon reasonable notice, for any other reason, as determined in our sole discretion.



23. Communications between Credit Union and You. Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:
- a) E-mail: You can contact us by e-mail at [info@trueccu.com](mailto:info@trueccu.com)
  - b) Telephone: You can contact us by telephone at 517-784-7101 or 800-554-7101
  - c) Facsimile – You can contact us by fax at 517-784-6677, Attn: Digital Banking
  - d) Postal Mail – You can write us at: TRUE Community Credit Union, 1100 Clinton Rd, Jackson MI 49202, Attn: Digital Banking
  - e) In Person – You may visit us in person at any one of our locations
24. Continuing Effect. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.
25. Headings. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions.
26. Waiver. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.
27. Assignment. You may not assign this Agreement. Any such purported assignment by you shall be void.
28. Successors and Assigns. This Agreement is binding upon your heirs and Credit Union's successors and assigns.
29. Entire Agreement. This Agreement, together with Fee Schedule and such other deposit agreements described or referenced herein, constitutes the entire agreement between you and Credit Union with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.
30. Online Privacy Statement. Credit Union is committed to safeguarding information about our members and does not collect identifying information about visitors to the website. Consumer visitors and members using this website may be subject to both the Online Privacy Statement, which pertains to information that is collected when you visit or transact business on this website, and the Credit Union's Privacy Notice, which explains the Credit Union's policy regarding consumer information applicable to our products and services in general. Please refer to the Credit Union's website ([www.trueccu.com](http://www.trueccu.com)) for the Online Privacy Statement and Privacy Notice.

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