

COMERICA WEB BANKING® TERMS AND CONDITIONS

Welcome to Comerica eBanking. Comerica eBanking includes both our Comerica Web Banking® and Comerica Mobile Banking® services. In these Terms and Conditions ("Terms"): (a) "you" means the person(s) subscribing to or using Comerica eBanking; (b) "we" means Comerica Bank; (c) "Service Providers" means our agents, independent contractors, designees or assignees; (d) "Accounts" means your Comerica business and/or personal accounts, including, but not limited to, the Primary Account and Payment Accounts (each defined below), which you designate for use in connection with Comerica eBanking; (e) "Account Agreements" means, collectively, all agreements, disclosures and fee schedules applicable to your Accounts and the general Comerica website terms and conditions and privacy notice; and (f) "BPDA Contract" means your Business and Personal Deposit Account Contract with us.

Your use of Comerica eBanking is governed by these Terms, as well as your Account Agreements, Comerica Mobile Banking Terms and Conditions, and BPDA Contract (collectively, this "Agreement"). The provisions of the various Account Agreements shall, to the extent possible, be interpreted so as to supplement each other and avoid any conflict among them. However, in the event of a conflict among the Account Agreements, these Terms shall govern with respect to your use of Comerica eBanking. Please retain a copy of these Terms for your records.

Comerica Web Banking allows you to check the balances of your Accounts, transfer funds between Accounts, review recent Account transaction history, communicate with us electronically, and pay third parties using the Comerica Web Bill Pay® option, and perform external transfers. Comerica Web Banking also gives you the option to receive bills from third parties electronically (eBills).

Comerica Mobile Banking is comprised of access to certain information regarding your Account and the ability to conduct certain Account activity through your mobile device's Internet browser ("Web Browser Banking"), through a downloadable application ("Comerica Downloadable App"), and/or through the Short Message Service ("Text Banking"). You can use Comerica Mobile Banking and any related software ("Software") provided by us in combination with your mobile device's Internet access, applications and/or text messaging capabilities. Comerica Mobile Banking allows you to check the balances of your Accounts, transfer funds, review recent Account transaction history, and pay third parties using the Comerica Web Bill Pay option, and deposit checks, and send money to other people (person to person transfers). Comerica Mobile Banking also gives you the option to receive bills from third parties electronically (eBills). Some Comerica Mobile Banking services may not be available on all devices or access channels.

To enroll in Comerica Mobile Banking or use the Software, you must be enrolled in Comerica Web Banking. Enrollment may be completed by logging in to Comerica Web Banking and registering for Comerica Mobile Banking under the "Mobile Banking" tab. Downloadable Apps permit you to register for Mobile Banking. See <http://www.comerica.com/mobile> for more information on registering for Comerica Mobile Banking.

We are offering you the services through one or more Service Providers that we have engaged to render some or all of the services to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the services to you, we are the sole party liable to you for any payments or transfers conducted using the services and we are solely responsible to you and any third party to the extent any liability attaches in connection with the services. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

1. Your Accounts.

1.1. To use Comerica eBanking, you must designate one of your checking Accounts as your "Primary Account." If you have chosen the Comerica Web Bill Pay option, you must also designate one of your checking Accounts as your default "Payment Account." This Payment Account will be used for payments unless you specify otherwise. You may designate a different checking Account as your Payment Account for specific payments. Your Primary Account may also serve as a Payment Account. The Primary Account and each Payment Account must be checking Accounts with Comerica Bank.

1.2. Our business days are Monday through Friday, except Federal Reserve and bank holidays ("Business Days"). Although bill payments will be initiated only on Business Days, Comerica eBanking is generally available 24 hours a day, seven days a week, unless there is scheduled maintenance, upgrade, or some other website interruption. We may limit access to Comerica Web Banking or Comerica Mobile Banking from certain locations when we determine there has been unusual activity from those locations. For information on the locations from which you may not access Comerica Web

Banking or Comerica Mobile Banking, call Customer Service at 888.444.9876 during Customer Service hours of operation.

1.3. You, any joint account holder, or authorized signer may designate one or more individuals ("sub-users") to access all or part of your Accounts in Comerica Web Banking. You acknowledge that by authorizing such access, you permit the sub-user (1) to view Account balances, transactions, check images, account statements, and notices for any Account for which you or any joint account holder have granted access and (2) to perform any types of transactions for which you or any joint account holder has given authority. You acknowledge and agree that you will be bound by and liable for any use of or transactions for your Accounts by any sub-user that you, any joint account holder, or authorized signer designates. It is your responsibility to add, change, or remove such access and authorization in Comerica Web Banking. You acknowledge and agree that we will not be liable for any unauthorized activity, including, without limitation, access, maintenance, payments, transfers, or other transactions, prior to notification or until we have had a reasonable opportunity to act.

1.4 You may choose to link Accounts on which you are an authorized signer on the same profile in Comerica Web Banking. You understand that such linking does not change the error resolution policies or any other terms of your Accounts to the extent that you have different types of accounts (such as personal and business) that have different terms. You agree that you will notify us immediately of any changes to your access to or authority over any linked Account.

2. Viewing Account Information. You can use Comerica Web Banking or Comerica Mobile Banking to review Account balances and recent Account activity. The information may not reflect recent transactions and may include funds that are not available for immediate withdrawal or that are subject to further verification by us. Your Account balance(s) may differ from your records because of transactions in progress, holds, outstanding checks, or other withdrawals, payments, or charges. See Section 6 of your BPDA Contract for specific terms regarding the availability of funds.

3. Transfers. You may use Comerica Web Banking or Comerica Mobile Banking to direct us to transfer funds between your Accounts. Refer to the current Account Agreement(s) for transfer and withdrawal limitations. We may not process a transfer if your Account does not contain sufficient funds for the transfer. You must transmit funds transfer instructions to us by our cutoff time each Business Day (10:30 p.m. ET or 9:00 p.m. PT for transfers using Comerica Web Banking or Comerica Mobile Banking) in order for the transfer to be processed on that Business Day. We may process instructions received after the cutoff time or on non-Business Days on the next Business Day. If we permit preauthorized recurring transfers from your Account, you can instruct us to make regularly recurring transfers of the same amount to another one of your Accounts.

4. Fees.

4.1. There is no monthly service fee for Comerica Web Bill Pay.

4.2. If you choose to expedite a payment using the Comerica Web Bill Pay overnight delivery option (if available), you will be charged a fee of \$15.95 per expedited payment. The cutoff time for an overnight delivery request is 3:45 pm ET.

4.3. Provided that same day delivery is available for your Biller (as defined in Section 9, below), and you choose to expedite a payment using the Comerica Web Bill Pay same day delivery option, you will be charged a fee of \$15.95 per expedited payment.

4.4 Any applicable fees will be charged regardless of whether Comerica Web Bill Pay was used during the billing cycle. Additional features may be available through Comerica Web Banking or Comerica Mobile Banking if you have executed additional agreements, and the fees for those additional features are disclosed in the applicable agreements or on the Comerica Web Banking website. You agree to pay such charges and authorize us to deduct the amount from your Primary Account. Any fees associated with your standard deposit Accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

5. Password, Security, Contact in Event of Unauthorized Transfers, and Your Liability for Unauthorized Transfers – Personal Accounts.

5.1. Once you have registered for Comerica Web Banking, you will select a personal, non-transferable password, and you may thereafter change your password at your discretion. Subject to the terms of this Agreement, you are and will be responsible for (a) maintaining the confidentiality of your password; (b) for all activities conducted on and with Comerica Web Banking or Comerica Mobile Banking that make use of your password, including but not limited to, payments and

transfers using Comerica Web Banking or Comerica Mobile Banking; and (c) for any charges or fees incurred by the use of your password, including any use you may subsequently contend was not authorized by you.

5.2. If you believe that your password, user ID, any required authentication information or other means to access Comerica Web Banking or Comerica Mobile Banking has been lost or stolen or that someone has used or attempted to use Comerica Web Banking or Comerica Mobile Banking to make a payment or transfer without your consent, call us at 888.444.9876 during Customer Service hours or write to Comerica Web Banking, 1717 Main Street, MC 2325, Dallas, Texas 75201.

5.3. You must TELL US AT ONCE if you believe that your password, user ID, any required authentication information or other means of accessing Comerica Web Banking or Comerica Mobile Banking has been lost or stolen. You could lose all the money in your Account (plus your maximum overdraft line of credit). If you tell us within two (2) Business Days after you discover your password or other means to access Comerica Web Banking or Comerica Mobile Banking has been lost or stolen, your liability will be no more than \$50.00 should someone use your password or other means to access Comerica Web Banking or Comerica Mobile Banking without your permission.

If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your Account had you told us, you could be liable for as much as \$500.00. However, if you are a California Account owner, this \$500.00 liability provision does not apply to you, and you will not be liable under this provision even if you do not tell us within two (2) Business Days after you learn of the loss or theft of your password, user ID, or other means of accessing Comerica Web Banking or Comerica Mobile Banking.

If your monthly Comerica statement shows transfers or payments that you did not authorize, TELL US AT ONCE. If you do not tell us within sixty (60) days after the statement was sent or made available to you (whichever is earlier), you may not get back any money you lost if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the period.

5.4. In case of errors or questions about your transactions, you should notify us as soon as possible via one of the following:

1. Telephone us at 888.444.9876 during Customer Service hours (as provided on www.comerica.com);
2. Contact us by using the Electronic Messaging option through Comerica Web Banking (as described in Section 7 below); and/or,
3. Write us at:

Comerica Web Banking
1717 Main Street, MC 2325
Dallas, Texas 75201

If you think your Comerica statement is incorrect or you need more information about a transaction listed on the Comerica statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent or made available to you (whichever is earlier) on which the problem or error appeared. You must:

1. Tell us your name and Account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within ten (10) Business Days after we first hear from you. We will determine whether an error occurred 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 45 days to investigate your complaint or question. If we decide to take additional time to investigate, we will provisionally credit your Account within ten (ten) Business Days 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 within ten (10) Business Days, we are not required to credit your Account. For errors involving new Accounts, we may take up to

ninety (90) days to investigate your complaint or question and up to twenty (20) Business Days to provisionally credit your Account for the amount you think is in error. We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of documents used in our investigation. If there is no error found, you will be obligated to reimburse Comerica for any amount provisionally credited to your Account.

6. Password, Security and Your Liability for Unauthorized Transfers – Business Accounts.

6.1. Once you have registered for Comerica Web Banking, you will select a personal, non-transferable password, and you may thereafter change your password at your discretion. Subject to the terms of this Agreement, you are and will be responsible for (a) maintaining the confidentiality of your password; (b) for all activities conducted on and with Comerica Web Banking or Comerica Mobile Banking that make use of your password, including but not limited to, payments and transfers using Comerica Web Banking or Comerica Mobile Banking; and (c) for any charges or fees incurred by the use of your password, including any use you may subsequently contend was not authorized by you.

6.2. If you believe that your password, user ID, any required authentication information or other means to access Comerica Web Banking or Comerica Mobile Banking has been lost or stolen or that someone may attempt to use Comerica Web Banking or Comerica Mobile Banking to make a transfer or payment without your consent or that a transfer or payment has been made without your permission, you must notify us by calling 888.444.9876 during Customer Service hours.

6.3. You are liable for all transactions, including unauthorized transactions, made with your password, user ID, any required authentication information or other means to access Comerica Web Banking or Comerica Mobile Banking that occurred prior to the time you notify us that an unauthorized transaction has taken place.

6.4. It is important that you review your statements closely, and quickly report unauthorized transactions to prevent further unauthorized use.

6.5. In case of errors or questions about your transactions, you should notify us as soon as possible via one of the following:

1. Telephone us at 888.444.9876 during Customer Service hours;
2. Contact us by using the Electronic Messaging option through Comerica Web Banking (as described in Section 7 below); and/or,
3. Write us at:

Comerica Web Banking
1717 Main Street, MC 2325
Dallas, Texas 75201

6.6. If you think your Comerica statement is incorrect or you need more information about a transaction listed on the Comerica statement, we must hear from you no later than thirty (30) days after the FIRST statement was sent or made available to you (whichever is earlier) on which the problem or error appeared. You must:

1. Tell us your name and Account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and
3. Tell us the dollar amount of the suspected error.

6.7. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. If you do not provide us your written complaint when requested, we are under no obligation to investigate your claim or question. We will investigate claims that you report to us only if you:

1. Provide a written statement of your claim if we request it in writing;
2. Report them to us within thirty (30) days after we sent or otherwise made available to you the first statement

or other documentation we provided to you on which the error or problem appeared; and

3. The loss being claimed is subject to reversal or reimbursement as set forth in your BPDA Contract.

7. Electronic and Mobile Communications and Alerts.

7.1 Comerica Web Banking allows you to communicate with us electronically. Please remember that we may not immediately receive or review your messages. If you need to contact us immediately, please call 888.444.9876. We will not be obligated to act upon any electronic message you send to us until we actually receive your message and have a reasonable opportunity to act on it. You cannot use the electronic messaging function to instruct us to make a bill payment, obtain account balance information, or transfer funds.

7.2 You may provide us with a mobile telephone number for your account. By providing this number, you consent to receive calls and/or text messages to alert you to possible fraud regarding your Accounts. To cancel fraud alert text messages, text "STOP" at any time.

8. Statements. Your transfers and payments will be reported on the monthly statements we provide or make available to you for the Accounts that are involved in the transaction. We also may provide or make available to you statement information electronically or by some other means. You agree to notify us promptly if you change your statement mailing or email address, or if you believe there are any errors or unauthorized transactions shown in any statement, notice or report made available to you.

9. Comerica Web Bill Pay Option. Customers who have a mailing address in the United States (including the District of Columbia) may enroll in the Comerica Web Bill Pay option. Customers who have a mailing address outside of the United States are not eligible to enroll in the Comerica Web Bill Pay option. If you choose the Comerica Web Bill Pay option, you can pay Comerica and others ("*Billers*") from one or more Payment Accounts. A Biller can be a business, merchant, professional, individual, family member, or friend. You must designate Billers through Comerica Web Banking. You are responsible for ensuring that you provide us with correct Biller information.

9.1. Payment Scheduling. You can access Comerica Web Bill Pay through Comerica Web Banking or Comerica Mobile Banking to schedule a payment to a Biller designated through Comerica Web Banking. The earliest possible scheduled payment date for each Biller will be provided by Comerica Web Bill Pay at the time you are scheduling a payment and, therefore, Comerica Web Bill Pay will not permit you to schedule a payment before that date. The date provided by Comerica Web Bill Pay will typically be five (5) or fewer Business Days from the date you are scheduling the payment. When scheduling payments, you must select a date (the "*Scheduled Payment Date*") that is no later than the actual due date reflected on your Biller statement (the "*Due Date*"), unless the Due Date falls on a non-Business Day. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Payment Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft check drawn on your Payment Account, the draft check arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft check, your Payment Account may be debited earlier than the Scheduled Payment Date. You may choose to expedite a payment using the overnight delivery option or, if available for the Biller, the same day delivery option for additional charges per expedited payment.

9.2. Comerica Web Bill Pay Remedy. Due to circumstances beyond our control, particularly postal delays and delays in handling payments by Billers or financial institutions, some transactions may take longer to be credited to your account with a Biller. We will bear responsibility for any late payment-related charges, up to \$50.00, should a payment post after its Due Date, as long as the payment was scheduled in accordance with the guidelines described in Section 9.1 (Payment Scheduling) above.

9.3. Payment Authorization and Payment Remittance.

9.3.1. You authorize us to follow instructions we receive from you through Comerica Web Bill Pay (your "*Payment Instructions*"). In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Biller directives.

9.3.2. When we receive a Payment Instruction, you authorize us to charge your designated Payment Account and remit funds on your behalf so that the funds arrive on or close to the Scheduled Payment Date that you designate. You also authorize us to credit your designated Payment Account for payments returned to us by the United States Postal Service or a Biller, or payments remitted to you on behalf of another authorized user of Comerica Web Bill Pay.

9.3.3 We will attempt to make all your payments properly. However, we shall incur no liability and the Comerica Web Bill Pay Remedy described in Section 9.2 shall be void if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- a. Your designated Payment Account does not contain sufficient available funds to complete the transaction or the transaction exceeds the credit limit of your overdraft protection;
- b. The payment processing center or Comerica Web Bill Pay is not working properly and you knew or were advised about the problem before completing the transaction;
- c. You do not provide us with correct Payment Account information, or the correct name, address, phone number, or account information for the Biller;
- d. Circumstances beyond our control (such as, but not limited to, telecommunication failure, fire, flood, or interference from an outside force) prevent or delay the transaction;
- e. We have reason to believe the transaction may not be authorized by you; and/or
- f. Funds in your Payment Account are subject to legal process or other encumbrance restricting such transfer of payment.

Provided none of the foregoing exceptions are applicable, if Comerica Web Bill Pay 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 Biller which does not comply with your Payment Instructions, we shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

9.4. Payment Methods. We will choose the method by which payments are sent to Billers (i.e., electronically, by check, or otherwise), and in the event that your Payment Account is closed or otherwise unavailable to us, the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account. If payment is made by a draft check, funds will be deducted from your designated Payment Account when the draft check is presented to us for payment.

Certain payments may be processed using a prepaid, single-use virtual card. Single-use cards provide a fast and secure way for your payments to be delivered. Please note in the event your payment is processed using a virtual card, you will not recognize the payment method and/or card numbers on any payment confirmation communication you may receive from your Biller

9.5. Payment Cancellation Requests, Stop Payments.

9.5.1. You may cancel or edit any *scheduled* payment (including recurring payments) with a pending status by following the directions within Comerica Web Bill Pay. There is no charge for canceling or editing a scheduled payment with a pending status. However, once we have begun processing a payment, it cannot be canceled or edited by you, and a stop payment request must be submitted.

9.5.2 If you have told us in advance to make regular or recurring payments (i.e., pre-authorized transfers) out of your Account, you can stop any of these payments by:

- (1) Calling us at 888.444.9876 during Customer Service hours; or
- (2) Writing us at: Comerica Web Banking, 1717 Main Street, MC 2325 Dallas, Texas 75201.

You must notify us in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. The charge to stop a regular or recurring payment (i.e., pre-authorized transfer) will be the current charge, if any, for such service as set out in the applicable fee schedule for your Account. If you request that we stop one of these payments from a personal Account three (3) Business Days or more before the payment is scheduled to be made and we do not do so, we will be liable for your losses or damages.

9.5.3. Stop Payment Requests. Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. You may request a stop payment on a payment that is made by check. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. Even if we have not paid the check, we will not be bound by a stop payment request made later than one hour after the opening of the Business Day following the Business Day on which the check is presented to us for payment. You can request a stop payment within the Self Service tab of the Comerica Web Banking website, or call Comerica Customer Service. You cannot request a stop payment through Comerica Mobile Banking. Although we may attempt to accommodate your stop payment request, neither we nor our Service Providers will have liability for failing to do so. We will be bound by an oral stop payment request for fourteen (14) days after your call. We may also require you to present your request in writing within these fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule for your Account.

9.6. Biller Limitation. We reserve the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, we will notify you promptly if it decides to refuse to pay a Biller designated by you, as set forth in Section 9.11 (Prohibited Payments).

9.7. Returned Payments. You understand that Billers and/or the United States Postal Service may return payments to us for various reasons such as, but not limited to: Biller's forwarding address expired; Biller's account number is not valid; Biller is unable to locate account; or Biller's account is paid in full. We will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your designated Payment Account. You may receive notification from us.

9.8. Failed or Returned Transactions. By using Comerica Web Bill Pay, you are requesting that payments be made from your designated Payment Account. A transaction might not be completed for certain reasons associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction). In some instances, you will receive a return notice from us or a Service Provider. You agree that:

- a. You will reimburse us or our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credit associated with, your Payment Account to allow the debit processing to be completed;
- b. For any amount not reimbursed within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever is lower, for any unpaid amounts may be imposed;
- c. You will reimburse us or our Service Provider for any fees imposed as a result of a return;
- d. You will reimburse us or our Service Provider for any fees incurred in attempting to collect the amount of a return from you, including but not limited to attorney fees;
- e. We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.
- f. We or our Service Provider may attempt to collect any amounts not reimbursed after an initial notification of insufficient funds or a return has been sent to you.

9.9. Exception Payments. "*Exception Payments*" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property). Exception Payments may be scheduled through Comerica Web Bill Pay. However, such payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall we be liable for any claims or damages resulting from your scheduling of Exception Payments. Exception Payments will not be subject to the Comerica Web Bill Pay Remedy described above.

9.10. Limitation on Transfers to Biller. We reserve the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, we will notify you promptly if we decide to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a Prohibited Payment or an Exception Payment under this Agreement. You agree that we will not be liable to you for refusing to pay a Biller if our refusal to pay was a result of a reasonable belief that it was an unauthorized transfer or the Account and/or the funds in the Account are fraudulent.

9.11 Prohibited Payments. The following types of payments are prohibited ("Prohibited Payments") through Comerica Web Bill Pay, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the terms in Section 12 (Restrictions on Use) below; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of Prohibited Payments.

9.12 Notices to You. You agree that we may provide notice to you by posting it on the Comerica eBanking site, sending you an in-product message within the Comerica Web Bill Pay, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Comerica Web Bill Pay setup or customer profile.

9.13 Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

9.14. Receipts and Transaction History. You may view your transaction history by logging into the Comerica Web Bill Pay and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

9.15. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible

for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

9.16. Bill Discovery. The following Bill Discovery terms and conditions in this Section 9.16 (Bill Discovery) only apply to Bill Discovery (as defined below). If Bill Discovery is not available to you from Comerica Web Banking or Comerica Mobile Banking, then this Section 9.16 (Bill Discovery) does not apply.

Bill Discovery. The bill discovery feature ("Bill Discovery") enables the automatic searching, identification, and retrieval of information about your Billers and bills based on matching information about your identity. In order to enable Bill Discovery, you will need to authorize us to access and use information from your consumer report from a credit bureau and/or our Biller network in order for Bill Discovery to identify potential matches. By providing your consent within the Bill Discovery portion of Comerica Web Banking or Comerica Mobile Banking, you authorize us to access and use such information until you withdraw your consent. You may withdraw your consent within the Bill Discovery portion of Comerica Web Banking or Comerica Mobile Banking at any time. If Bill Discovery has identified Biller matches, we will allow you to add these Billers to your user profile. New Billers added through Bill Discovery are subject to Section 10 (Comerica Web Bill Pay - Bill Delivery and Presentment).

10. Comerica Web Bill Pay - Bill Delivery and Presentment. Comerica Web Bill Pay includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Comerica Web Bill Pay's electronic bill options, you also agree to the following

10.1. Presentation of electronic bills – You will receive electronic bills from a Biller only if both: (a) you have designated it in Comerica Web Bill Pay as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. We may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within Comerica Web Bill Pay to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary "trial basis." In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. Comerica Web Bill Pay does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.

10.2. Paper Copies of electronic bills – If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.

10.3. Sharing Information with Billers – You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for "trial basis" electronic bills.

10.4 Information Provided to the Biller. We will not update or change your personal information (e.g., your name, mail or email address, or phone number) that is held by the Billers. You will need to contact Billers directly to update their records for you. Additionally, it is your responsibility to maintain all user IDs, passwords and other authentication information for all electronic Biller websites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information. You agree that we may provide Billers with your e-mail address, mailing address, and other information specifically requested by the Biller to facilitate this option of Comerica Web Bill Pay.

10.5. Activation. Upon activation of the electronic bill feature, we may notify the Biller of your request to receive bills electronically. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Whether you also receive a paper copy of your bills is at the sole discretion of the Biller. While your electronic bill feature is being activated, it is your responsibility to keep your accounts with Billers current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

10.6. Authorization to Obtain Billing Information. By activating the electronic bill feature, you authorize us to obtain

billing information from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name, password and/or other authentication information for the Biller. You authorize us to use that information to obtain your billing information.

10.7. Notification. We will attempt to present all of your electronic bills to you promptly. In addition to notification within the Service, we may send an e-mail notification to the e-mail address listed you provide to us in connection with Comerica Web Bill Pay. It is your sole responsibility to ensure that this information is accurate. It is your responsibility to periodically log in to Comerica Web Bill Pay and check on the delivery of new electronic bills, regardless of whether we notify you of bills awaiting your review. We shall not be responsible for your failure to receive an electronic bill if you have provided the wrong e-mail address or you have not updated your e-mail address in Comerica Web Bill Pay. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills whether or not you receive notice from us.

10.8. Cancellation of Electronic Bill Notification. Electronic Billers reserve the right to cancel the presentment of electronic bills at any time. You also may cancel electronic bill presentment at any time. The time frame for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. Although we may notify your electronic Biller(s) regarding the change in status of your account with the Biller, it is your sole responsibility to make arrangements for an alternative form of bill delivery. Neither we nor our Service Providers shall be responsible for presenting any electronic bills that are already in process at the time of cancellation.

10.9. Non-Delivery of Electronic Bill(s). You are solely responsible for contacting Billers directly if you do not receive their bills electronically. You agree to hold us harmless if a Biller fails to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

10.10. Accuracy and Dispute of Electronic Bills. We are not responsible for the completeness or accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed and resolved with the Biller directly by you.

This Agreement does not alter your liability for obligations that currently exist between you and your Billers.

11. Comerica Mobile Banking.

11.1. Introduction. By participating in Comerica Mobile Banking or using the Software, you are agreeing to be bound by these Terms. In the event of a conflict between the provisions of this Section 11 and any other Comerica agreements or terms and conditions, the terms of this Section 11 shall govern with respect to your use of Comerica Mobile Banking. However, at the time of activation of Comerica Mobile Banking or Text Banking, additional terms may apply. From time to time, we may revise or update Comerica Mobile Banking, Software and/or related material, which may render all such prior versions obsolete.

Not all products, services or functionality described on the Comerica Web Banking website and in these Terms are available through one or more of Mobile Web Browser Banking, Comerica Downloadable App and/or Text Banking. Therefore, you may not be eligible to use all products, services or functionality described when you access or try to access them using a mobile device.

Information available via Comerica Mobile Banking, including balance inquiry and transaction, transfers and payment information, may differ from the information that is available directly through Comerica Web Banking without the use of a mobile device. We are not responsible for such differences, whether or not attributable to your use of Comerica Mobile Banking.

11.2 Definitions. Terms not defined in this Section 11 will have the meaning given to them in the BPDA Contract or as otherwise indicated. For purposes of Section 11, the following terms shall be defined as follows:

“**Business Fee Brochure**” means the Business Account Service Charges and Interest Information brochure for your market.

“**Check 21**” means the Check Clearing for the 21st Century Act.

“**Image**” means the electronic image of the front and back of an Item, in addition to other required information, as specified by us, in the format we specify.

“**Image Replacement Document**” or “**IRD**” means a substitute check, as defined in Check 21.

An “**Item**” is an original: check, cashier’s check, official check, U.S. Treasury check, traveler’s check, or money order drawn on a financial institution within the United States and payable in U.S. currency payable to you. Items are deemed to be “items” under the Uniform Commercial Code and “checks” under The Expedited Funds Availability Act and Regulation CC.

“**Personal Fee Brochure**” means the Personal Services and Charges brochure for your market.

“**Owner**” or “**Owners**” means any of the persons or entities who are designated in the Account Registration section of the Signature Card for the Account as a legal owner of the Account.

“**Regulation CC**” means the United States federal regulation, as it may be amended from time to time, that implements the Expedited Funds Availability Act and is generally cited as 12 CFR Part 229.

“**Remote Deposit Service**” means using the remote deposit service as described in this Agreement.

11.2. Compatible Mobile Devices. Comerica Mobile Banking is not available through all mobile devices. The selection of a mobile device that will enable you to access Comerica Mobile Banking is your sole responsibility and all issues relating to the operation, performance and costs associated with such device are between you and your communications service provider.

11.3. Fees. Your communications service provider for your mobile device may impose extra fees in order to make such device data-capable and to exchange data between your mobile device and Comerica Mobile Banking. You are responsible for any and all charges imposed by your communications service provider.

11.4. Availability. Comerica Mobile Banking and/or Software (including instructions for payment, transfer and other move money transactions, through Comerica Mobile Banking) may not be available, or may be delayed or impacted, at any time for any reason outside of our reasonable control (such as, but not limited to, telecommunication failure, fire, flood, or interference from an outside force) or that of any Service Provider. We shall not be liable for any claim, loss or damage arising from or related to Comerica Mobile Banking caused by or arising out of any such unavailability or delay or any non-delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through Comerica Mobile Banking.

11.5 Remote Deposit Service. In addition to those services described in these Terms, you may also use the Comerica Downloadable App to transmit an Image of an Item for deposit into your Account. Specifically, our remote deposit service (“Remote Deposit Service”) allows Comerica Bank customers (consumers, sole proprietors and certain small business customers who are Owners of an Account) to deposit Items to his, her or its Account by creating an Image of an Item using a mobile device capable of capturing images (“Capture Device”) and transmitting that Image to Comerica Bank for deposit.

a. **Hardware and Software**. You are responsible for the costs associated with purchasing, maintaining, and protecting your Capture Device. Remote Deposit Capture may not be available on all devices. Further, you are responsible for properly downloading and installing our Comerica Mobile Banking Application. This responsibility includes timely downloads by you of any and all updates we have for our Comerica Mobile Banking Application. Your responsibility for costs of using the Remote Deposit Service and operating the Capture Device, includes, but is not limited to, fees described within these Terms, the Business Fee Brochure and Personal Fee Brochure and cellular and internet service charges. Finally, you are responsible for maintaining the Capture Device system’s capacity and connectivity required for use of the Service.

Comerica Bank is not responsible for any third party software that you may maintain on your Capture Device regardless of how such third party software affects your use of our Comerica Mobile Banking Application and/or the Service. Further, Comerica Bank is not responsible for any non-standard set ups on your Capture Device that may or may not affect your use of the Comerica Mobile Banking Application and/or Service.

b. **Image Quality**. You are responsible for ensuring that the camera on your Capture Device can produce quality images acceptable by our service. Also, you are responsible for the image quality of any Image that you transmit. If an Image that we receive from you or for deposit to your Account is not sufficient quality to satisfy our image quality standards as we may establish them from time to time, we may reject the Image without prior notice to you. However, the Remote Deposit Service generally analyzes each Image at the time you submit each Item through the Remote Deposit Service and tells you whether the Image of each Item is sufficient for our image quality standards.

Each Image must include the front and back of the Item, and the following information must be clearly readable: amount, payee name, drawer signature, date, check number, account number, routing and transit number, MICR (Magnetic Ink Character Recognition) line, and any endorsement or other information written on the check.

c. **Limits**. We may establish or modify limits on the dollar amount and/or number of Items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we will reject your deposit. Different limits

may apply to small business entities.

The current minimum per Item limit is \$1.00 for both consumers and businesses. The current maximum per Item and daily limit is \$15,000 for consumers and \$30,000 for businesses. There are no limits on the number of Items that consumers and business may deposit through the Remote Deposit Service so long as the Item limits are met. Also, there are no weekly or monthly dollar limits at this time.

d. Proper Endorsement. You agree to properly endorse all Items that you deposit via the Remote Deposit Service and include in the endorsement the words "For Deposit Only" with the Account number to which the Item will be deposited. You agree to follow any and all other procedures and instructions for use of the Service as Comerica Bank may establish from time to time.

e. Retention and Destruction of the Original Item. Upon your receipt of a confirmation from Comerica Bank that we have received an Image that you have transmitted and we have given you full credit, then you agree to retain the Item for at least 10 calendar days from the date Comerica Bank gave you such full credit. After 10 days, you agree to destroy securely the Item that you transmitted as an Image. During the time the retained Item is available, you agree to provide it to Comerica Bank promptly upon request.

f. Prohibited Items. You agree to scan and deposit only eligible Items through the Remote Deposit Service. You agree that you will not scan and deposit any of the following types of Items or other items which shall be considered ineligible items:

- Items payable to any third party;
- Items containing an alteration on the front of the 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 Item is drawn;
- Items payable jointly, unless deposited into an account in the name of all payees;
- Items previously converted to a substitute check, as defined in Regulation CC;
- Items drawn on a financial institution located outside of the United States.
- Items that are remotely created checks, as defined in Regulation CC.
- Items not payable in United States currency;
- Items dated more than 6 months prior to the date of deposit.
- Items prohibited by Comerica Bank or which are otherwise not acceptable under the terms of our BPDA Contract;
- Items payable on sight or payable through drafts;
- Items with any endorsement on the back other than that specified in this Agreement; and
- Items that have previously been submitted through the Remote Deposit Service or through a remote deposit capture service offered at any other financial institution.

g. Processing by Comerica Bank. The manner in which the Items are cleared, presented for payment, and collected shall be in Comerica Bank's sole discretion subject to the BPDA Contract governing your Account.

h. Receipt of Items. We reserve the right to reject any Item transmitted through the Remote Deposit Service, 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 Comerica Bank that we have accepted the Image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your Account. We further reserve the right to charge back to your Account at any time, any Item that we subsequently determine was not an eligible Item. You agree that Comerica Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible Item. Further, you agree that the foregoing in no way affects Comerica Bank's contractual rights for charging back an item or Items as set forth under the BPDA Contract. For example Comerica Bank may charge back an eligible Item that was returned late by the financial institution for which your Item is drawn on.

i. Returned Items. You are solely responsible for any Item for which you have been given provisional credit, and such Item that is returned or rejected may be charged to your Account. You acknowledge that all credits received for deposits made through the Remote Deposit Service are provisional, subject to verification and final settlement. Any Item that we return to you will be returned in the form of an Image or an IRD.

j. Availability of Funds. You agree that Items transmitted using the Remote Deposit Service are not subject to the funds availability requirements of Regulation CC. Also, you agree that the Items transmitted using the Remote Deposit Service are not subject to our Funds Availability Policy set forth in our BPDA Contract. In general, if an Image of an Item you transmit through the Service is received and accepted before 7:00 p.m. Eastern Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Generally, the first \$225 of the funds you deposited using the Service will be available on the business day you receive an acceptance confirmation by Comerica Bank stating that we have accepted your Image of an Item for deposit. The remaining funds are generally available in two business days from the day you receive confirmation from Comerica Bank stating that we have accepted your Image of an Item for deposit through the Service.

k. Fees. The fees that are set forth in these Terms, the Business Fee Brochure, and the Personal Fee Brochure apply to the banking services that you use through Comerica Mobile Banking.

l. Representations and Warranties. You make the following representations and warranties to Comerica Bank:

- i. You will only use the services provided through Comerica Mobile Banking, including but not limited to the Service, for your own internal business purposes or personal use;
- ii. You will not make Comerica Mobile Banking or the Service available to third parties; you will not use Comerica Mobile Banking or the Service for any illegal activity;
- iii. You will not use the Service to deposit Items or items that have already been presented for payment through the Service or to any other financial institution by any other means;
- iv. You are a person authorized to enforce each Item or are authorized to obtain payment of each Item on behalf of a person entitled to enforce an Item;
- v. Items have not been altered;
- vi. Each Item bears all required and authorized endorsements;
- vii. Each Item has been endorsed and includes "For deposit only" along with the Account number that the Item is being deposited into.
- viii. All of the warranties set forth in 4.207 of the Texas Business & Commerce Code;
- ix. All Images accurately and legibly represent all of the information on the front and back of the Item;
- x. You will not use the Service to transmit or deposit any Item: (i) payable to any person or entity other than you; (ii) drawn on your account; (iii) which you know or should know to be fraudulent, altered, unauthorized, or missing a necessary endorsement; (iv) that is a substitute check or image replacement document (as defined in Regulation CC); (v) that is drawn on an institution located outside of the United States; or (vi) that is created by you purportedly on behalf of the maker, such as a remotely created check;
- xi. No depository bank, drawee, drawer, or endorser will receive presentment or return of, or otherwise be charged for, a substitute check, the original check, or a check paper or electronic representation of a substitute check or the original check that such person will be asked to make a payment based on a check that is already paid;
- xii. You, if acting on behalf of a small business entity, are fully authorized to execute this Agreement; and
- xiii. Items are valid negotiable instruments payable in U.S. dollars.

m. Your Liability. Unless prohibited by law, you will be liable to us to the same extent that we are liable under federal and state law and regulation and clearing house association rules, including the possibility of consequential damages, to the maker/drawer of the original Item or item that you imaged and sent to us electronically, any intermediary financial institution and the paying bank/financial institution if:

- i. any Item or item that you imaged and transmitted to us is re-presented after it has been transmitted to us and accepted for processing;
- ii. any Item or item your image and transmit to us is not of the quality that we have advised you that we require or is not of such higher standard of quality as required by law or regulation and as a result the image, Substitute Check (as defined by law) or Image Replacement Document (as defined by law or

check clearinghouse rules) we placed into the banking system for payment was not of the quality we required or such higher standard as required by law or regulation; or

- iii. the maker/drawer of an Item or item you imaged and transmit to us suffered a loss that could have been prevented had the original Item or item been presented for clearing and payment. By way of example only for this type liability: if the dollar amount of the original Item was \$10 but was altered to read \$100 before you imaged it and the maker's account was debited for \$100 or was returned for non-sufficient funds but would not have been returned had it read \$10. You will have liability if either of these outcomes would not have occurred if (i) the Item is in its altered state were presented in its original form (not imaged) and (ii) the alteration would have been detected.

11.7. **Quick Balance.** Comerica Mobile Banking allows you to view balance information on the Comerica Mobile Banking Application without fully logging in to your account. It is your responsibility to protect the privacy of the device that you use to access to Quick Balance information. You understand and agree that if you allow others to use your device, they may be able to view your Quick Balance information.

12. Restrictions on Use. You agree not to use Comerica eBanking and/or Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and Comerica eBanking and/or Software will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Comerica eBanking and/or Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by us (in our sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Comerica Bank or any third-party service provider involved in the provision of Comerica eBanking; or (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic- related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose us, any third-party service provider involved in providing Comerica eBanking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of a service provider or any third party. You agree that you will not attempt to: (i) access Comerica eBanking or any Software for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of Comerica eBanking or Software, the security of Comerica eBanking or Software, or other customers of Comerica eBanking or Software, or otherwise abuse Comerica eBanking or Software.

13. Exclusions of Warranties. COMERICA WEB BANKING, COMERICA MOBILE BANKING AND SOFTWARE, AND ALL OF THE OPTIONS AND FEATURES MADE AVAILABLE THROUGH COMERICA WEB BANKING, COMERICA MOBILE BANKING OR SOFTWARE, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

14. Limitation of Liability and Indemnification.

14.1. EXCEPT AS STATED IN THIS AGREEMENT OR TO THE EXTENT THE LAW MAY REQUIRE OTHERWISE, YOU AGREE THAT WE WILL HAVE NO LIABILITY WHATSOEVER TO YOU OR ANY THIRD PARTY BECAUSE OF ACTS, OMISSIONS, OR POLICIES OF ANY GOVERNMENTAL AGENCY, FINANCIAL INSTITUTION OR OTHER PARTY THROUGH WHICH A TRANSFER OR PAYMENT SUBJECT TO THE AGREEMENT IS EFFECTED (WHETHER OR NOT SELECTED BY US), INCLUDING THE FAILURE OF ANY SUCH INSTITUTION, AGENCY OR PARTY TO ACCOUNT FOR OR PAY OVER THE FUNDS TRANSFERRED.

14.2. WE WILL NOT BE LIABLE TO YOU FOR OUR FAILURE TO COMPLY WITH THE TERMS OF THIS

AGREEMENT BECAUSE OF LEGAL CONSTRAINT, INTERRUPTION OR FAILURE OF TRANSMISSION AND/OR COMMUNICATIONS FACILITIES, WAR (DECLARED OR NOT), EMERGENCIES, LABOR DISPUTES, FIRE, ACTS OF GOD, NATURAL DISASTERS OR ANY OTHER CIRCUMSTANCES BEYOND OUR CONTROL.

14.3. IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY LOST PROFITS, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES OR LOSSES, EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT TO THE EXTENT REQUIRED BY LAW.

14.4. YOU ALSO AGREE TO INDEMNIFY AND HOLD US HARMLESS AGAINST ALL LIABILITIES, JUDGMENTS, FEES, DAMAGES, AND OTHER AMOUNTS (INCLUDING THE PAYMENT OF REASONABLE ATTORNEYS' FEES AND OTHER COSTS) RELATING TO CLAIMS BY THIRD PARTIES AGAINST US ARISING OUT OF OR IN CONNECTION WITH (i) YOUR BREACH OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, (ii) YOUR USE OR MISUSE OF THE SERVICES PROVIDED UNDER THE AGREEMENT, (iii) OUR PROVISION OF SERVICES UNDER THIS AGREEMENT OR OTHERWISE PURSUANT TO YOUR INSTRUCTIONS, OR (iv) YOUR NEGLIGENCE OR WILLFUL MISCONDUCT.

15. Power of Attorney (Individual Personal Accounts Only). If you grant a power of attorney to someone (an "attorney-in-fact") in connection with an Account, the following conditions apply: (1) we may refuse to allow the attorney-in-fact to enroll for Comerica Web Banking or Comerica Mobile Banking on your behalf; (2) we may refuse to allow the attorney-in-fact to add his or her name to Comerica Web Banking or Comerica Mobile Banking; (3) you may give an attorney-in-fact access to Comerica Web Banking and Comerica Mobile Banking by providing him or her with the user ID, password and any other required authentication information or device needed to access Comerica Web Banking or Comerica Mobile Banking (note: we will not provide that information under any circumstances); and (4) if the power of attorney is revoked, you agree to change the password or any other required authentication information immediately so that the former attorney-in-fact can no longer access Comerica Web Banking or Comerica Mobile Banking.

16. Alterations and Amendments. We may add, delete or change the terms of this Agreement from time to time by providing you with written notice. Such changes will become effective on the date indicated on the notice. Any use of Comerica Web Banking or Comerica Mobile Banking after we provide you with a notice of change will constitute further evidence of your agreement to such change(s). From time to time, we may revise or update the options, features, services and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the options, features, services and/or related material and limit access to only our more recent revisions and updates. In addition, as part of Comerica eBanking, you agree to receive all legally required notifications via electronic means.

17. Address or Banking Changes. You agree to provide us with complete and current contact information in your user profile for Comerica Web Banking. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either on the Comerica Web Banking website or by contacting Customer Service. Any changes in your Primary Account or a Payment Account should also be made in accordance with the procedures outlined within the Comerica Web Banking help files. We are not responsible for any payment processing errors or fees incurred if you do not provide complete and accurate Account or contact information.

18. Service Termination, Cancellation, or Suspension. You may cancel Comerica Web Banking, Comerica Web Bill Pay, or Comerica Mobile Banking by contacting Customer Service via one of the following:

1. Telephone us at 888.444.9876 during Customer Service hours; and/or
2. Write us at:
Comerica Web Banking
1717 Main Street, MC 2325
Dallas, Texas 75201

Neither termination nor suspension of your use of Comerica Web Banking or Comerica Mobile Banking shall affect your liability or obligations under this Agreement. Any transfers and payment(s) we have already processed before the requested cancellation date will be completed. Further payments, including recurring transfers or payments, will not be processed once Comerica Web Banking or Comerica Mobile Banking is canceled. We may terminate or suspend any service to you with or without cause at any time.

19. Information Authorization. Your enrollment in Comerica Web Banking or Comerica Mobile Banking may not be fulfilled if we cannot verify your identity or other necessary information. In order to verify ownership of the Accounts, we

may issue offsetting debits and credits to the Accounts, and require confirmation of such from you. You agree that we may obtain a credit report for you at any time during this Agreement. You authorize us to obtain financial information regarding your Account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification). In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Accounts. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the services, to authenticate you when you log in, to send you information about the services, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the services and the content and layout of the site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the services in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the services.

20. Disputes

20.1. In the event of a dispute regarding Comerica eBanking, you 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 us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement, unless otherwise stated within this Agreement. If there is a conflict between what our employee or agent, or Customer Service department says and the terms of this Agreement, the terms of this Agreement will prevail.

20.2. Both you and we acknowledge that the right to trial by jury is a constitutional right, but one that may be waived. After consulting (or having had the opportunity to consult) with counsel of its choice, each party knowingly and voluntarily, and for their mutual benefit, waives any right to trial by jury in the event of litigation regarding the performance or enforcement of, or in any way related to this Agreement.

21. Assignment. You may not assign this Agreement to any other party. We may assign this Agreement to any future, directly or indirectly, affiliated company. We also may assign or delegate certain of our rights and responsibilities under this Agreement to our Service Providers.

22. No Waiver. We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part 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.

23. 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 of this Agreement.

24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law's provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law.

25. Confidentiality, Disclosure of Customer Information. We may disclose information about you, your Accounts, and your transactions to third parties: where it is necessary or helpful in verifying or completing a transaction requested by you; to disclose the existence, history, and condition of your Account; when you give us your consent; if they are our affiliates; to perform a joint marketing agreement; to comply with the law or a court or governmental order; if we believe a crime may have been committed involving your Account; if we assign any part of the Agreement or any obligation owed to us under this Agreement; to collect any obligations owed under this Agreement; as permitted by law; and, if you are a business, in response to trade inquiries. For personal Accounts, please see our Privacy Notice for additional details.