



Mobile Check Deposit Agreement

This Mobile Check Deposit Agreement, ("Agreement") is the contract which covers both your rights and our rights and responsibilities concerning the Mobile Check Deposit service offered to you by Financial Plus Credit Union. The words "we," "us," and "our" mean Financial Plus Credit Union. The word "account" means any one or more deposit accounts you have with Financial Plus Credit Union. The word "Consumer" means any natural person, business, organization, or other legal entity. The word "Mobile Check Deposit" means the remote deposit check capture service offered through the Mobile Banking service by Financial Plus Credit Union. By using Mobile Check Deposit, the Consumer and any joint owners or authorized users, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

The Mobile Check Deposit service is offered for the purpose of converting original checks to images, as such term is defined in the Check Clearing for the 21st Century Act and Federal Reserve Board Regulation CC ("Check 21"), for deposit with Financial Plus Credit Union and for processing and presentment to a collecting or paying financial institution. Mobile Check Deposit is subject to the following terms and conditions:

1. MOBILE CHECK DEPOSIT

1.1 Check Capture Process. Consumer will scan the front and back of all checks ("items") with a mobile device enabled with image capture creating an electronic image and Consumer will transmit an electronic file of such electronic images via the Mobile Banking Application which we will deposit to Consumer's account. We/Our processing agent shall perform an image quality assessment of scanned checks or items and shall convert items meeting our required standards into substitute checks to facilitate the deposit and collection of such items. The current and/or available account balance may include deposits or other credits, check deposits still on hold, other items still subject to verification, or other items memo posted to the account (i.e. debit card activity) and may not include outstanding checks or credits not yet posted. Consumer agrees the manner in which items (e.g., substitute check, image exchange, ACH) are cleared or presented for payment shall be determined by us, in our sole discretion. We reserve the right to select the clearing agents through which we clear items. Consumer agrees to be bound by any clearinghouse agreements, operating circulars and image exchange agreements to which we are a party.

1.2 Funds Availability. Funds from deposited items will be available according to our Funds Availability Policy, as amended from time to time. For purposes of determining the availability of funds, checks deposited via Mobile Check Deposit session are considered received by us when the check capture system expressly indicates the checks were received by or delivered to us. Consumer agrees the scanning and transmitting of checks does not constitute receipt by us. Checks scanned and transmitted will be considered received by us on the day of receipt. For the purpose of establishing funds availability, the Consumer's deposits via Mobile Check Deposit are deemed to be received by us at the time the system indicates a successful transaction is completed and sends an email receipt to the consumer. Acknowledgment of receipt or delivery does not constitute an acknowledgment by us the transmission of a check or items does not contain errors.

If you deposit funds into your account through Mobile Check Deposit, our policy is to allow availability to those funds in "two business days" after we receive your deposit. All deposits made through Mobile Check Deposit after 11:59pm Eastern Standard Time (EST) on weekdays and any time on Saturdays, Sundays, or holidays observed by us will be considered received the next "business day" we are open. However, all deposits are subject to the same conditions and exceptions referred to in the "Longer Delays May Apply" and "Special Rules for New Accounts" section of the Funds Availability Policy.

1.3 Deposit Acceptance. Consumer agrees we may at any time, at our sole discretion, refuse to accept deposits of checks from Consumer via Mobile Check Deposit. In the event Mobile Check Deposit check capture services are

interrupted or are otherwise unavailable, Consumer may, at its option, deposit checks in-person at any of our branch locations, via night drop, mail, or other contractually acceptable method.

2. CONSUMER ACCOUNT

2.1 Consumer Account. Consumer will designate a Financial Plus Credit Union checking account as the settlement account to be used for the purposes of settling, in aggregate, the financial transactions requested in connection with the Mobile Check Deposit. Savings or other share accounts may not be used for deposits via Mobile Check Deposit. We shall provide Consumer with details of the specific transactions, reported similarly as other transactions may be done, which were a result of access to the service. Consumer will receive an automated deposit confirmation in the form of a unique transaction confirmation number after successful transmission at the time a deposit is transmitted to us. Consumer is responsible for auditing and balancing of their account.

2.2 Responsibility for Scanning. Consumer is solely responsible for scanning deposit items, accessing the service, and for maintaining Consumer's mobile device used for scanning checks. Consumer will be responsible for the payment of all telecommunications expenses associated with the service. We shall not be responsible for providing or servicing any mobile equipment for Consumer.

2.3 Hardware and Software Requirements (as of 10/01/16). The Mobile Check Deposit check capture process has specific hardware and software requirements in order to properly use this service. These requirements are provided to the Consumer:

- a. All iOS devices with a camera and operating system version 5.1 or newer (including iPods and iPhones)
- b. iPads from generation 3 and above
- c. All Android devices with a camera and operating system version 2.3.4 and newer

The Consumer is required to utilize the software within the Mobile Banking application and complete any software updates as they become available by Consumer's service provider.

2.4 Data Protection. Consumer agrees to take appropriate steps to ensure the Mobile Banking user ID, password, and authentication methods are protected and kept confidential. Consumer understands whomever the Consumer authorizes to access Online Banking and Mobile Banking will also have access to Mobile Check Deposit. Consumer access to Mobile Check Deposit through Mobile Banking will be blocked in the event the Mobile Banking, Online Banking, or Phone Banking user ID and password is entered incorrectly on five consecutive attempts. Consumer also agrees if it does not access Online Banking for a period of 15 months or longer, Consumer will not be able to access the following services until Consumer contacts us to enable access: Online Banking, Mobile Banking, Mobile Check Deposit, and Phone Banking. Consumer agrees to immediately notify us if they have any reason to believe the security features of Online Banking or Mobile Banking have been compromised and immediately change the user ID and password. If Consumer access to any of these services is blocked or the Consumer suspects a compromise of the Online Banking or Mobile Banking user ID or password, the Consumer may contact the Call Center at (800) 748-0451.

2.5 Deposit Requirements. Consumer agrees it will only use Mobile Check Deposit to deposit checks drawn on financial institutions within the United States, excluding its territories. Consumer agrees it will not use Mobile Check Deposit to deposit or otherwise process:

- a. Non-cash items;
- b. Third-party checks;
- c. Copies of checks;
- d. Foreign items – checks drawn on foreign financial institutions must be deposited in person at our office. Consumer agrees to use;
- e. Any checks which are drawn on a deposit account of Consumer with us or at any other financial institution with the intention of using the "float time" to manufacture funds or check kiting;
- f. Substitute checks – any previously truncated and reconverted substitute check must be deposited in-person at any of our branch locations.

Consumer agrees each check it submits for deposit through the Mobile Check Deposit service will meet our image quality standards and each image of each check shall be of such quality that the following information can clearly be read and understood by sight review of such image:

- a. The amount of the check;
- b. The payee of the check;
- c. The signature of the drawer of the check;
- d. The date of the check;
- e. The check number;
- f. The information identifying the drawer and the paying financial institution which is preprinted on the check, including the MICR line; and
- g. Endorsements applied to the back of the check and all other information placed on the check prior to the time an image of the check is captured.

Deposits are limited to a maximum of \$1,500.00 per deposit and an aggregate maximum amount of \$7,500.00 in deposits per calendar month. Upon request, exceptions to these standard limits may be made with approval from us. It is the sole discretion of Financial Plus Credit Union to approve a different daily or monthly deposit limit.

2.6 Check Retention & Destruction. Consumer agrees all items belong to Consumer and not to us and those items shall be handled in accordance with this Agreement. After receipt by us of any transmission by Consumer of imaged items for deposit to Consumer's account, we will acknowledge the receipt of such electronic transmission. Consumer's electronic transmission is subject to proof and verification. Consumer shall retain the original of all imaged items which have been deposited via Mobile Check Deposit for at least 60 calendar days in order to verify settlement and credit or to balance periodic statements, but in no case beyond 60 calendar days from the date processed. Consumer shall properly destroy and dispose of such original checks after such time. During the period the Consumer maintains the original checks, the Consumer understands and agrees it must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the check capture service) and (ii) unauthorized use of information derived from the original checks. When Consumer destroys, and disposes of, the original checks pursuant to the requirements of this Agreement, the Consumer understands and agrees it must use a high degree of care when selecting and implementing destruction and disposal procedures. Among other things, these procedures must be designed to ensure the original check(s) are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed (e.g., through the use of competent shredding equipment.)

2.7 Presentment Prohibitions. The Consumer shall not present, or attempt to present, or allow others, either directly or indirectly, to present, or attempt to present for deposit by any means (i) any substitute check which has already been presented for deposit via Mobile Check Deposit or (ii) any original check, the substitute check of which has already been presented for deposit via Mobile Check Deposit. In the event the Consumer, or any third party, presents, or attempts to present, a deposit in violation of this Subsection the Consumer agrees to defend, indemnify, and hold us and our agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such substitute check or original check. Consumer agrees the aggregate amount of any items which are deposited more than once will be debited from Consumer's account, and to the extent funds in Consumer's account are insufficient to cover such amount, any balance shall be debited by us from any other deposit accounts with us at our sole discretion. Consumer further acknowledges the Consumer, and not us, is responsible for the processing and handling of any original items which are imaged and deposited utilizing the service and Consumer assumes all liability to the drawer of any item imaged using the service or liability arising from the printing of any substitute check from those images.

2.8 Consumer's Representations and Warranties. Consumer's Representations and Warranties: Consumer represents and warrants:

- a. It will comply with all federal and state laws, and rules and regulations applicable to Online transactions, including those of the National Automated Clearing House for ACH transactions;
- b. All checks scanned through image transport are made payable to Consumer;
- c. All signatures on each check are authentic and authorized
- d. Each check has not been altered; and
- e. Each check is payable to Consumer and is properly endorsed; no restrictive endorsements will be accepted, multiple party endorsements are not accepted, and second party endorsements are not accepted.

In the event Consumer breaches any of these representations or warranties, Consumer agrees to defend, indemnify and hold us and our agents harmless from and against all liability, damages and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach, including reasonable attorneys' fees. Consumer further authorizes us to charge its account for the amount of any such demand, claim or suit which constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code. In addition, the Consumer's account will be charged for any deposited check which is later returned to us owing to an actual or alleged breach of any such representation or warranty (refer to Fee Schedule).

2.9 Financial Responsibility. Consumer is, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing the service. We shall not be liable in any manner for such risk unless we fail to follow the procedures described in materials for use of the service. Consumer assumes exclusive responsibility for the consequences of any instructions it may give to us for Consumer's failures to access the service properly in a manner prescribed by us and for Consumer's failure to supply accurate input information, including, without limitation, any information contained in an application.

2.10 Account Reconciliation. Consumer will verify and reconcile any out-of-balance condition, and promptly notify us of any errors within 60 calendar days after receipt of your account statement from us. If notified within such period, we shall correct and resubmit all erroneous files, reports, and other data at our standard charges, or at no charge, if the erroneous report or other data directly resulted from our error. Upon request, Consumer agrees to provide copies of imaged documents (or original documents, if available) related to poor quality transmission, to resolve disputes, or to facilitate investigations related to unusual transactions.

2.11 Cooperation with Investigations. Consumer agrees to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolutions, and resolution of Consumer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the service in Consumer's possession and Consumer's records relating to such items and transmissions. If we request the original check or copy of items deposited through Mobile Check Deposit, Consumer agrees to provide the retained check or copy to us within two business days.

3. FINANCIAL PLUS CREDIT UNION'S OBLIGATION'S

3.1 Financial Data. We agree to transmit all the financial data under our control required to utilize the service selected by Consumer and to act on appropriate instructions received from Consumer in connection with such service. We shall exercise due care in seeking both to preserve the confidentiality of the user number, password or other code or identifier and to prevent the use of the service by unauthorized persons, but shall not otherwise be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by Consumer by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the Mobile Check Deposit. Consumer assumes full responsibility for the consequences of any misuse or unauthorized use of or access to the service or disclosure of any confidential information or instructions of Consumer by any third party.

3.2 Service Availability. Consumer understands service availability is at all times conditioned upon the availability of those computer services and systems used in communicating Consumer's instructions and requests to us and our response. We shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by Consumer in the event of any failure or interruption of such services or any part thereof, resulting from the act or omission of any third party, or from any other cause not reasonably within our control.

3.3 Exception Items. When we review and process Consumer's electronic file, we may reject any electronic image which we, at our sole discretion, determine to be ineligible for the service ("Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, electronic images which are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. We will notify Consumer in writing of any Exception Items. Consumer agrees if it wishes to attempt to deposit any Exception Item to any Consumer account with us, Consumer shall only do so by depositing the original item on which the Exception Item is based. Consumer acknowledges and agrees even if we do not initially identify an electronic image as an Exception Item, the substitute check created may nevertheless be returned to us because, among other reasons, the electronic image is deemed illegible by a paying bank. Our failure to identify an Exception Item shall not preclude or limit the obligation of Consumer to us.

3.4 Transaction History. We shall provide Consumer with transaction history, including Mobile Check Deposit(s) using the standard monthly statements detailing items processed, return items, and deposit adjustments.

4. WARRANTIES; DISCLAIMER OF WARRANTIES

4.1 Service Warranty. Consumer performs the function of converting an original check to a substitute check. Therefore, Consumer understands and agrees it is responsible, to the extent permitted by law, for all warranties and indemnifications set forth in Check 21 applying to any Reconverting financial institution and the Truncating financial Institution, as such terms are defined by Check 21, including, without limitation, the obligation to only convert an original check which allows for the creation of a substitute check which clearly and accurately represents the information on the front and back of the original check. We and our agents may, but shall have no obligation to, screen items or substitute checks for legal compliance. The Consumer agrees to defend, indemnify, and hold us and our agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such substitute checks.

4.2 Disclaimer of Liability. CONSUMER ACKNOWLEDGES THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM CONSUMER'S USE OF THE SERVICE. WE MAKE NO WARRANTIES AND EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). CONSUMER FURTHER ACKNOWLEDGES THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. CONSUMER HEREBY ASSUMES ALL RISKS RELATING TO THE FOREGOING.

5. FINANCIAL PLUS CREDIT UNION'S LIABILITIES

5.1 Direct Damages. OUR LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY CONSUMER AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN NO EVENT SHALL WE BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. OUR LICENSORS OR SUPPLIERS WILL NOT BE SUBJECT TO ANY LIABILITY TO CONSUMER IN CONNECTION WITH ANY MATTER.

5.2 Consumer's Duty to Report Errors. Consumer shall notify us of any errors, omissions, or interruptions in, or delay or unavailability of, the Services as promptly as practicable, and in any event 60 days after the earliest discovery thereof, or the date discovery should have occurred through the exercise of reasonable care, and, in the case of any error, within 60 days of the date of the earliest notice to Consumer which reflects the error. Failure of Consumer to notify us of any error, omission, or other discrepancy within 60 days from the date of a loss shall relieve us of any liability for such error, omission, or discrepancy.

5.3 Financial Plus Credit Union's Performance. Consumer acknowledges and agrees we shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by us in performing the Services, in accordance with or unintentional deviation from the terms and conditions of this agreement, including exhibits or addenda. Consumer acknowledges our systems and procedures established for providing the Services are commercially reasonable. Consumer shall defend, indemnify, and hold us harmless from and against all liability, damage, and loss arising out of any claims, suits, or demands brought by third parties with respect to the Services.

5.4 Limitation. We shall have no liability to Consumer, or any other person or entity for any loss, damage, cost, or expense arising out of this Agreement or the Services regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail their essential purpose, except as provided by applicable law for any error or delay in performing the Services provided for in this Agreement, and shall have no liability for not effecting an Entry, if:

- a. We receive actual notice or have reason to believe Consumer has filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
- b. The ownership of funds involving an Entry or the Authorized Representative's authority to transmit an Entry is in question;
- c. We suspect a breach of the Security procedures;
- d. We suspect the account has been used for illegal or fraudulent purposes; or
- e. We reasonably believe an Entry is prohibited by federal law or regulation, or otherwise so provided in the Agreement.

We will not be liable if Consumer fails to report timely any error or discrepancy reflected in a Statement prepared by us, or if Consumer fails to report a breach of a security procedure. If we fail to perform under this Agreement in accordance with the standards set herein, our liability for damages, losses, and other compensation owing to Consumer shall be limited to the total fees paid by Consumer to us for our failure to perform resulting in such liability in the 60 day period preceding the date the claim accrued. We shall not be liable for any loss, damage, liability, or claim arising directly or indirectly from any error, delay, or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints, or any other event beyond its control. In no event will we be liable for any indirect, consequential, punitive, or special damages. We will also be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in it exceeding any limitation imposed on it by any governmental or regulatory body.

6. FORCE MAJEURE. We shall not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond our reasonable control.

7. TERMINATION. We reserve the right to terminate this Agreement or limit Consumer use of the Mobile Check Deposit at any time and for any reason at our discretion, and without prior notice. Examples of when we may cancel this Agreement and the use of Mobile Check Deposit without prior notice include, but are not limited to:

- a. If Consumer breaches this or any other agreement we may have with Consumer;
- b. If we have reason to believe there has been or may be an unauthorized use of Consumer's Online Banking or Mobile Banking user ID, password, authentication method, or accounts;
- c. If there is conflicting claims as to the funds in any of Consumer's accounts;
- d. If Consumer request us to do so;
- e. If Consumer does not access Online Banking for a period of 15 months or longer;
- f. If Consumer has insufficient funds in any one of Consumer's accounts; and
- g. Any time for any reason at our sole discretion.

Consumer may cancel Mobile Check Deposit at any time by contacting our Call Center at (800) 748-0451 or visit a branch location during normal business hours. Consumer access to Mobile Check Deposit will be suspended within one (1) business day of our receipt of the Consumer's instructions to cancel Mobile Check Deposit. Termination will not affect Consumer's liability or obligations under this Agreement for transactions which have been processed on

Consumer's behalf. Consumer will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination will apply only to Mobile Check Deposit and does not terminate Consumer's other relationships with us. Any termination will not affect obligations arising prior to termination, such as the obligation to process any checks and electronic items (including returned electronic items) which were in the process of being transmitted or collected prior to the termination date. If any such liabilities exceed the amount in the applicable account, we may charge such excess against any of Consumer's other accounts with us, and Consumer will pay immediately upon demand to us any amount remaining unpaid. Consumer will also continue to retain checks and forward checks to us.

8. INDEMNIFICATION. Consumer agrees to indemnify, defend and hold harmless Financial Plus Credit Union and its shareholders, directors, officers, employees and agents (the "Indemnified Parties") from and against any and all losses, costs, expenses, fees (including, but not limited to, reasonable attorney fees and disbursements), claims, damages, liabilities and causes of actions of third parties resulting or arising from: (a) Consumer's failure to abide by or perform any obligation imposed upon Consumer under this Agreement, (b) the willful misconduct, fraud, criminal activity, intentional tort or negligence of Consumer or any of its representatives involving use of the service; (c) the actions, omissions or commissions of Consumer, its employees, consultants and/or agents relating to the service; and (d) any transmission or instruction, whether or not authorized, acted upon by us in good faith. Consumer shall be provided with prompt notice of any claims and given full authority and assistance (at Consumer's expense) for the defense of any such claims; provided we may participate in such defense and settlement with counsel of our own choosing at our own expense; provided, further, however, Consumer shall have no authority to settle any claim against any Indemnified Party without the prior written consent of such Indemnified Party (which consent shall not be unreasonably withheld).

9. MODIFICATION OF SERVICES. We reserve the right to modify Mobile Check Deposit from time to time without making prior notice to Consumer, provided, however, we will give Consumer at least 30 calendar days' notice prior to making any modifications to the Mobile Check Deposit which would materially alter functionality. Further, Consumer agrees the continued use of Mobile Check Deposit constitutes agreement to the modification. If Consumer wishes to decline to be bound by the modification, Consumer must terminate Mobile Check Deposit. Otherwise, Consumer will be deemed to have accepted and agreed to the modification.

10. ENFORCEMENT. Consumer agrees to be liable to us for any liability, loss, or expense as provided in this Agreement which we incur as a result of any dispute involving Consumer accounts or services. Consumer authorizes us to deduct any such liability, loss, or expense from Consumer account without prior notice to Consumer. This Agreement shall be governed by and construed under the laws of the State of Michigan as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Michigan law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

11. FINANCIAL INFORMATION. We may from time to time request information from Consumer in order to evaluate a continuation of service to be provided by us under this agreement. Consumer agrees to provide the requested financial information immediately upon request by us, in the form required by us. Consumer authorizes us to investigate or reinvestigate at any time any information provided by the Consumer in connection with this agreement or service and to request reports from credit bureaus and reporting agencies for such purpose. Upon request by us, Consumer hereby agrees to comply with a request by us for information for the purpose of ensuring Consumer is in compliance with this agreement. If Consumer refuses to provide the requested information, or if we conclude, at our sole discretion, the risk posed by the Consumer is unacceptable, we may terminate service according to the provisions hereof.