

## Comerica eStatement Service Terms and Conditions

By activating or using the Comerica eStatement Service (“eStatement Service”), you agree to be bound by the following use terms and conditions, as well as the Privacy and other disclosures posted on the [comerica.com](http://comerica.com) Internet site, and all other agreements between you and Comerica (collectively referred to as the “eStatement Terms”). PLEASE READ ALL OF THESE DOCUMENTS CAREFULLY; THEY AFFECT YOUR LEGAL RIGHTS AND LIMIT OUR LIABILITY TO YOU. IF YOU DO NOT AGREE TO THE ESTATEMENT TERMS, YOU WILL NOT HAVE THE ABILITY TO STOP RECEIVING PAPER STATEMENTS.

By accepting the eStatement Terms, you give your consent to receive electronic periodic account statements, any notice provided in such statements to you by Comerica, and all disclosures that are required or may be provided in connection with any and all of your existing and future account(s), including, but not limited to, the Business and Personal Deposit Account Contract, services and charges brochures, change in terms notices, and any error resolution notices required by the Electronic Fund Transfer Act (collectively, “Account Statements”). You will receive an e-mail monthly notifying you of the availability of Account Statements.

You understand that Comerica will discontinue mailing printed Account Statements to you and you will be automatically enrolled into Comerica’s Check Safekeeping program. All future Account Statements, notices, etc. will be maintained on [comerica.com](http://comerica.com) for you to access, review, print, and copy/download. Please note enrollment in Comerica WebBanking® service is required for electronic delivery of your Account Statements.

**Joint Account.** If your account(s) is jointly owned with another person(s), one of you may consent to the eStatement Service and that person’s election shall apply to all of you. When Comerica sends you an e-mail notifying you of the availability of your Account Statements, we will only send one e-mail message and that message will be sent to the e-mail address we have on file.

**Duty to Review Periodic Statements.** Your Account Statements will be dated; you must promptly access/review your Account Statements and any other notice sent to you via the eStatement Services within the applicable time period specified in the Business and Personal Deposit Account(s) Contract, law, or other written or electronic agreement between you and us, whichever is applicable, of any error, unauthorized transaction, or other irregularity. Any applicable time periods within which you must notify us of any errors on your Account Statements shall begin on the Account Statements’ date regardless of when you receive and/or open the Account Statements.

**Security.** Please visit <http://www.comerica.com/security> to view Comerica’s Security Commitment.

**Disclaimer of Warranty and Limitation of Liability.** We shall not be liable for any deficiency in performance caused in whole or in part by the act or omission of an underlying carrier or service provider, equipment or facility failure, network problems, interference, lack of coverage or network capacity, acts of God, strikes, fire, war, terrorism, riot, emergency, government actions or any other cause beyond our control. EVEN IF COMERICA HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, THEY WILL NOT BE LIABLE TO YOU OR ANY OF YOUR EMPLOYEES, AGENTS, CUSTOMERS OR ANY THIRD PARTIES FOR ANY DAMAGES ARISING FROM USE OF THE ESTATEMENT SERVICE, INCLUDING WITHOUT LIMITATION: PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS OF PRIVACY OR SECURITY DAMAGES; PERSONAL INJURY OR PROPERTY DAMAGES; OR ANY DAMAGES WHATSOEVER RESULTING FROM INTERRUPTION OR FAILURE OF THE ESTATEMENT SERVICE, LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS DUE TO UNAUTHORIZED ACCESS OR DUE TO VIRUSES OR OTHER HARMFUL COMPONENTS, COST OF REPLACEMENT PRODUCTS AND SERVICES, THE INABILITY TO USE THE ESTATEMENT SERVICE, THE CONTENT OF ANY DATA TRANSMISSION, COMMUNICATION OR MESSAGE TRANSMITTED TO OR RECEIVED BY YOUR DEVICE, ACCESS TO THE WORLD WIDE WEB, THE INTERCEPTION OR LOSS OF ANY DATA OR TRANSMISSION, OR LOSSES RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR MESSAGES OR DATA RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE ESTATEMENT SERVICE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER MODIFICATIONS OF OR LIMITATIONS TO CERTAIN REMEDIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU, IN WHOLE OR IN PART.

**Requesting a Paper Copy of a Statement.** Requests for paper copies of an Account Statement or other notice can be made by contacting Customer Service by email through your Comerica WebBanking service or by calling 1-800-COMERICA (1-800-266-3742).

**Additional Terms and Conditions of the eStatement Terms.** The terms and conditions of your Business and Personal Deposit Account(s) Contract for your account(s) as well as your other agreements with Comerica and all notices and disclosures continue to apply notwithstanding anything to the contrary in the eStatement Terms.

All eStatements Terms, Account Statements, messages, and all other notices must be downloaded from the eStatements Service within 90 days of posting (“Download Period”). Comerica may, at its discretion, remove eStatements Terms, Account Statements, messages, and all other notices from the eStatements Service after the Download Period.

**Change in Terms.** We may change any term of the eStatement Terms at any time. If you do not wish to accept the change, you may terminate the eStatement Terms by withdrawing your consent.

**Our Right to Terminate.** You agree that we can terminate the eStatement Service and revert to printed mailed statements for any reason at any time.