

# QUICKBOOKS® ONLINE BANKING WITH COMERICA AGREEMENT FOR PERSONAL COMPUTER

By using QuickBooks Online Banking with Comerica, you agree to this Agreement (the "Agreement"). Please read it carefully and keep a copy for your records.

In this Agreement, the following terms have the meanings shown. "Service" means QuickBooks Online Banking with Comerica. "Comerica" is the Comerica bank with which you have the checking account ("Checking Account") you designate for bill payments and/or transfers through the Service. "You" or "your" means the sole proprietor or business entity subscribing to or using the Service. "We", "us" or "our" refers to Comerica and any agent, independent contractor, designee, or assignee Comerica may, in its sole discretion, use for the Service.

**1. The Basics.** You have signed up for the small business version of the Service. This allows you to pay bills from the Checking Account. It also allows you to check balances and transfer funds between your Checking Account and your other Comerica accounts as you select (the "Accounts"). You warrant that you will use your Checking Account and the Service solely for business or commercial purpose and not for personal, family or household purposes.

Your use of the Service is subject to the agreements and disclosures applicable to the Checking Account and the Accounts (together, the "Account Agreements").

You need an IBM compatible ("PC") as described in Section 2. You may use the PC to electronically direct us to transfer funds between the Accounts or to pay your bills from your Checking Account. We need your list of any third parties ("Payees") whose bills you will pay through the Service.

**2. PC Requirements.** Your PC must meet the following minimum requirements:

QuickBooks 2006 software or later

Microsoft Windows<sup>(R)</sup> 2000, or XP operating system.

2x CD-ROM drive.

256-color SVGA monitor with a resolution optimized for 1024x768 (800 x 600 minimum supported) with 96 DPI size fonts (called Normal fonts in Windows XP and called Small fonts in Windows 2000).

At least 500 MHz (1 GHz recommended) Intel Pentium II (or equivalent) computer.

At least 128 MB (512 MB recommended) of RAM.

800 MB Hard Disk space required to install the application. Additional space required for data files.

**3. Paying Bills.** The Payee can be a business, merchant, or professional ("Payee"). Payees must be at an address in the U.S. You are responsible for ensuring that you provide us with a correct address. You may not pay alimony, child support, taxes or other governmental fees or court-directed payments through the Service.

**4. Payee Information.** In addition to your Payee names and addresses, we will need the account number with each Payee (Name, address and account number together are "Payee Information") to properly credit your payments. Please note that your Payee may require you to direct payments to a different address than that stated in your monthly remittance, so it is essential that you obtain the correct address by contacting the Payee directly. You can enter Payee Information on your PC. Payee Information is stored on your PC's hard disk and on the host computer and can be retrieved at your convenience. Additions, deletions and changes to Payee Information should be entered on your PC, and sent to us the next time you go online with the Service. From time to time we may limit your number of Payees.

**5. Your Personal Identification Number (PIN).** To ensure security on the Service you will have a PIN, which will access your Account through the Service. You authorize us to follow instructions entered through the Service using your PIN.

Because your PIN can be used to access money in your Accounts and can be used to access information about those Accounts, your PIN should be kept with the same care and secrecy that you use for your ATM PIN or other sensitive personal financial data. Choose a PIN that you can easily remember. You agree not to give your PIN to anyone not authorized to access your Checking Account and other Accounts.

**6. Scheduling Payments.**

**a. Off-Line Tasks.** To schedule a payment through the Service, you must do the following: (1) select your Payee from your Payee list stored on your PC; (2) enter the payment amount; and (3) enter the date you want the payment made. You may schedule payments to a Payee to be automatically initiated in a fixed amount on a weekly, bi-weekly, semi-monthly, monthly, bi-monthly, quarterly, semi-annual or annual basis (a "Recurring Payment").

**b. On-Line Tasks.** Next, you go online to transmit your instructions to Comerica using your PIN.

**c. Required Lead Time.** QuickBooks will estimate the minimum time necessary between your instruction and the date the payment can be delivered ("Lead Time"), for each payment you wish to make. The stated Lead Time is an estimate only. We cannot guarantee prompt receipt and processing of payments by payees, so you must schedule a payment sufficiently in advance of the due date, (the "Due Date") not including any grace period, to avoid late charges.

We will not be responsible for any loss you may incur as a consequence of late payment if your payment is not scheduled within the time periods described in this Section.

**d. Cut-Off Time for Transfers.** You must transmit funds transfer instructions to us by 8:00 p.m. E T on a Business Day in order for the transfer to post to an Account on the same Business Day.

**e. Confirmation.** At the end of each bill payment session, you will see a confirmation notice for the payments just scheduled. If you want written confirmation of any payment, please call Customer Service at 1-888-444-9876.

**7. Delivery of Payments.** Subject to the conditions in this Agreement, you may schedule payments for that day, on a future date, or on the same date each month. This is the "Payment Date". Although you can enter payment information through the Service 24 hours a day, 7 days a week (except during maintenance periods), payments will actually be made only on business days. You authorize us to remit your payments by mailing your Payee a check (drawn on the Checking Account), by electronic funds transfer, or by other means.

**8. Canceling or Changing Payments.** Payments, including Recurring Payments, may be canceled, changed or rescheduled **on line** any time before 12:00 a.m. E T on the last day on which you could have scheduled the payment, given the specific Lead Time necessary for the payment.

**9. Reviewing Payments.** You may view records of past payments and scheduled future payments for a period of up to 45 days. Your PC may store such records up to its available capacity.

**10. Balance Inquiries and Transfers.** You may use the Service to check balances of your Accounts and to transfer funds among your Accounts.

**a. Transfers.** Refer to the current Account Agreement(s) for transfer and withdrawal limitations. If there are insufficient funds in an Account from which you are requesting a funds transfer (including any available overdraft account or line of credit), the transfer may not be processed.

**b. Inquiries.** You will be able to review a report showing the transactions appearing on the most recent statement we prepared for you. This report is not your monthly account statement, but is available to you in addition to your monthly account statement (see Section 12). Except for ATM transactions and on-line transfers, which will generally appear on your screen on the day they occur, the information you see when reviewing statements, balances, and other transaction reports will be current as of the prior business day. Deposits still subject to verification by us may be included in your balance. Your Account balance(s) may differ from your records because of deposits in progress, holds, outstanding checks, or other withdrawals, payments, or charges.

**11. Electronic Messaging.** QuickBooks Online Banking with Comerica provides you with the ability to send and receive electronic messages to and from us. Please remember that we will not immediately receive an electronic message sent by you. If you need to contact us immediately, please see Section 15. No action will be made on 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 electronic messaging in QuickBooks Online Banking with Comerica to make a bill payment, account balance inquiry or funds transfer.

**12. Statements.** All of your payments and fund transfers will appear on your monthly Account statement(s).

**13. Fees.** You agree to pay the fees for the Service that are described in the QuickBooks Online Banking with Comerica Fees and Services disclosure, as it may be amended from time to time, and you authorize us to debit the fees to any of the Accounts. Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions, as described on the Comerica Website, as it may be amended from time to time. You agree to pay such charges and authorize us to deduct the calculated amount from your Primary Account for these amounts and any additional charges that may be incurred by you. Any financial 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.

**14. Business Days/Hours of Operation.** Our business days are Monday through Friday, except bank holidays. Although bill payments will only be initiated on business days, the Service is available 24 hours a day, seven days a week, except during maintenance periods.

**15. Errors and Questions.** In case of errors or questions about your electronic transfers or payments, you should:

Telephone:	or write to:
QuickBooks Online Banking with Comerica	QuickBooks Online Banking with Comerica
Customer Service	Customer Service
1-888-444-9876	P. O. Box 75000
	Detroit, MI 48275-2325

Or, initiate a Payment Inquiry to Customer Service using your PC as soon as you can if you think that your statement is wrong or you need more information about a transfer or payment listed on your statement or appearing on your PC screen. We must hear from you no later than 30 days after you received the FIRST statement or notification on your PC in which the problem or error appeared.

- a. Tell us your name and relevant Account number.
- b. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us the dollar amount of the suspected error.

**16. Authorization to Obtain Information.** You agree that we may obtain and review your credit report from a credit bureau. You also agree that we may obtain information regarding your Payee accounts in order to facilitate proper handling and crediting of your payments.

**17. Termination.**

**a. By you.** You may terminate your use of the Service by calling 1-888-444-9876 OR writing to QuickBooks Online Banking with Comerica at P. O. Box 75000, Detroit, MI 48275-2325. You must notify us at least ten business days before the date when you want the Service terminated. We may require that you put your request in writing. If you have scheduled payments within this ten-day period, you must separately cancel those payments. If we have not completed processing your termination and you have not otherwise canceled a payment, you will be responsible for payments scheduled for ten days after our receipt of your written notice of termination.

**b. By us.** We may terminate your use of the Service, in whole or in part, at any time without prior notice. Your access to the Service will be terminated automatically if your Checking Account is closed, or access to your Checking Account is restricted for any reason. If you would like to transfer the Service to a different Account with us, you must give 15 business days advance written notice.

**c. Effect.** Termination will not affect your liability or obligation under this Agreement for transactions we have processed on your behalf.

**18. Limitation of Liability.** UNLESS OTHERWISE REQUIRED BY LAW, YOU AGREE THAT WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE OR INJURY, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY ANY NEGLIGENT ACT OF COMERICA OR RELATED IN ANY WAY TO YOUR USE OF THE SERVICE, OR ARISING OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE SOFTWARE, AND WE ARE NOT LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM A FAILURE OR DELAY IN THE DELIVERY OR PROCESSING OF ANY PAYMENT, OR ANY DEFECT, VIRUS, OR MALFUNCTION OF YOUR PC, SOFTWARE, MODEM OR TELEPHONE LINE.

**19. NO WARRANTY OF SOFTWARE.** WE DO NOT PRODUCE THE SOFTWARE, AND DO NOT THEREFORE MAKE ANY WARRANTIES WHATSOEVER CONCERNING THE SOFTWARE, SPECIFICALLY INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR A PARTICULAR USE OR WARRANTY OF MERCHANTABILITY.

**20. Entire Agreement.** This Agreement, the QuickBooks Online Banking with Comerica Fees and Services disclosure, and the Account Agreements constitute the complete agreement between you and us related to the Service. In the event of a conflict between this Agreement and the Account Agreements or any statements by our employees or agents, this Agreement shall control. The Agreement is also subject to applicable clearing house rules, specifically including the National Automated Clearing House Association ("NACHA") Rules.

**21. Governing Law.** This Agreement is governed by the laws of the state in which Comerica's principal office is located.

**22. Waivers.** No delay or omission by us in exercising any rights or remedies thereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise thereof or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by us.

**23. Assignment.** You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties.

**24. Amendments.** We may change any of the terms and conditions of this Agreement at any time upon written notice to you, in the manner and within the time required by applicable law.

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