



**C3FUNDING**  
COMMUNITY-CENTRIC CROWDFUNDING

## Payment Terms & Conditions

PAYMENT AGREEMENT BETWEEN THE C3FUNDING USER AND C3FUNDING (AND ITS CUSTOMERS). CONCERNING ELECTRONIC FUND TRANSFER SERVICES

### SCOPE OF AGREEMENT

This Agreement covers your participation in any of the payment options offered by C3Funding for its crowdfunding platform (the "Platform"). In this Agreement, the words "you" and "your" refer to the C3User / Investor (that is, the person primarily responsible for all financial transaction of the register C3User account). The words "we," "our" and "us" refer to C3Funding and its customers. The words "your account" refer to the account held by a bank, securities firm or other financial institution from which payment will be made when you make transactions under the Platform. The words "your bank" mean the bank, securities firm or other financial institution that holds your account. Participating in the Pay by Computer Platform will enable you to make investments (fund offers) online through any payment process available for a given offer, which may include ACH, credit & debit card, e-check, and physical check transactions.

### PAYMENT FOR CASH OR CHEQUES

Each time you initiate a transaction, you authorize us or our agent to initiate a transaction in your name to the financial account you specify in the amount you request, payable to us or to our agent, in the amount of the transaction.

### CHARGES

For each transaction your bank may assess its customary item-handling charge, if any. You also agree to pay us a service charge for each dishonored payment to reimburse us for any costs of collection. Your bank may also assess its customary charge for such items.

### DISHONORED REQUESTS FOR PAYMENTS

If any transaction is not honored by your financial institution, we have the right to collect the amount from you. If this happens, we may cancel your right to participate in the Platform.

## **LIABILITY FOR UNAUTHORIZED TRANSACTIONS AND ADVISABILITY OF PROMPT REPORTING**

Tell us AT ONCE if you believe your C3 User account has been used in any way without your permission. Telephoning is the best way of minimizing possible losses. We will not hold you liable for any unauthorized transaction which occurs after you notify us of such a compromise.

## **BUSINESS DAY**

For purposes of this Agreement, our business days are Monday through Friday. Holidays are not included.

## **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

To protect your privacy, we will not disclose any information about your Pay by Computer transactions to any person, except as follows:

- As necessary to complete transactions;
- To verify the existence and condition of your C3User account for a third party, such as a financial institution or credit bureau (or, for Massachusetts residents, a consumer reporting agency as defined in chapter 93 of the Massachusetts General Laws);
- To comply with government agency or court orders;
- To our employees, auditors, service providers, attorneys, or collection agents in the course of their duties;
- To persons authorized by law in the course of their official duties; or
- If you give us your written permission.

## **HOW TO CONTACT US**

If for any reason you wish to contact us about the Platform, about your participation in the Platform or about transactions relating to the Platform, write or call us as follows:

**C3Funding**  
**960 King Hwy**  
**Kalamazoo, MI 49001**  
**(269) 475-4745**

## IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS

Write or call us at the number or address given above as soon as you can if you think your statement or receipt is wrong or if you need more information about a transaction listed on your statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

- Tell us your name and account number.
- Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error. If you tell us orally we may require that you send us your complaint or question in writing within 10 business days\* from the date you notified us.

We will tell you the results of our investigation within 10 business days\* after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this we will ensure that your bank re-credits your account within 10 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 10 business days\* following your oral notification, we may not re-credit your account. For transactions initiated outside the U.S. (and in the event there are transfers resulting from any point of sale debit card transactions), we will have 20 business days instead of 10 business days, and 90 calendar days instead of 45 calendar days, unless otherwise required by law.

(\*For Massachusetts residents, 10 calendar days instead of business days.)

If we determine that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. Upon your request we will provide you with copies of the documents that we used in our investigation. If we have provisionally re-credited your account during the investigation and determine that there was no error, we will notify you of the date on which we will re-debit your account, and the amount to be debited. You should make certain that your account contains sufficient funds to cover this debit. If it does not, we have the right to charge such amount to the Card account or to collect the amount from you. If this happens, we may cancel your right to participate in the Platform.

## CONSENT TO ELECTRONIC COMMUNICATION

By clicking Agree you are consenting to receive a one-time confirmation of your enrollment in this service electronically to the e-mail address you have provided to us. We reserve the right to send the confirmation via paper under certain conditions. We will send a paper confirmation to you (i) if the e-mail address you provided to us does not accept the confirmation e-mail we deliver

to you; (ii) if there is a technical malfunction preventing American Express from sending notices to you and (iii) in the event American Express believes it is necessary to communicate with you regarding potential fraud on your account. American Express reserves the right to stop delivery of the electronic confirmation in its sole discretion. In order to receive the electronic confirmation of your enrollment in this service you must have access to a personal computer with a 128 bit JavaScript enabled browser, internet access and a valid electronic mail account supported by software that enables you to receive electronic communications. In order to store electronic communications from C3Funding you will need a printer connected to your computer to enable you to print such communications for storage in your off-line files or a hard drive or disk drive to download the electronic confirmation communication for storage on your computer. American Express will not provide paper copies of the electronic confirmation letter.

## **TERMINATION**

We may revoke your right to participate in the Platform, but if we do we will give you written notice of such revocation. You may terminate your participation in the Platform at any time by closing your online account. If you close your account, you agree to pay any remaining unpaid balance after termination.

## **PRIOR AGREEMENTS AND ASSIGNMENTS**

This agreement terminates and takes the place of all prior agreements you may have with us relating to the Platform using the Card. We have the right to assign this Agreement to a subsidiary or affiliate company at any time.

NOTE FOR MASSACHUSETTS RESIDENTS GENERAL DISCLOSURE STATEMENT: Any documentation provided to you which indicates that an electronic fund transfer was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made. The initiation by you of certain electronic funds transfers from your account will, except as otherwise provided in this Agreement, effectively eliminate your ability to stop payment of the transfer.

UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS; THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

## **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

If you give us your written authorization to disclose information about you, your Card account or the transactions that you make to any person, that authorization shall automatically expire 45 days after we receive it.