

## BCU ONLINE BILL PAY TERMS AND CONDITIONS

### SERVICE DEFINITIONS

"Service" means the Online Bill Pay Service offered by BCU.

"Agreement" means these Terms and Conditions of the Online Bill Pay and e-mail payment service.

"Payee" is the person or entity to which you wish a bill payment or e-mail payment to be directed or is the person or entity from which you receive electronic bills or e-mail payments, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment or e-mail payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments or e-mail payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Payee to receive your bill payment and is also (other than for a laser draft payment) the day your Payment Account will be debited; unless the Scheduled Payment Date falls on a non-Business Day, the Scheduled Payment Date will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

### ONLINE BILL PAY SCHEDULING

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

#### THE SERVICE GUARANTEE

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. The Service 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 under "Bill Payment Scheduling" in this Agreement.

#### PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service 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 Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charge.

#### E MAIL PAYMENTS

The following applies to your use of the email payment functionality of the service. This functionality allows you to make payments from your Payment Account to any other account enrolled in this Service. If you choose to utilize this functionality you also agree to the following:

Information provided to the Service - You agree to provide true and accurate enrollment information to the Service, and to maintain and promptly update your information as applicable. You agree not to impersonate any person or use a name that you are not authorized to use.

Activation limitations - You must be at least eighteen (18) years of age to enroll in the Service. You must be a resident of the United States or its possessions, and use the Service for individual purposes only, not on behalf of any business, corporation, proprietorship or other entity. You must have a valid email address and access to the Internet. You must be a legal owner of the Payment Account registered for the Service. We reserve the right to limit the number of memberships you have with the Service.

Transaction limitations - You will be assigned a transactional limit, a daily limit and a weekly limit at enrollment based on parameters associated with your credit history. You agree to accept the limits set by the Service. We reserve the right to limit the amount you may have debited from or credited to your Payment Account on any given day and/or week. Additionally, the Service reserves the right to limit your use of this functionality by imposing limits, hold times, or other measures should we believe that suspicious activity has occurred or may occur. You authorize the Service to check your credit history at enrollment and to obtain follow-up credit reports on you. Information obtained will be used by the Service to verify information you provide to the Service and to set limits associated with your use of the Service. The Service reserves the right to verify any of the information you provide.

The Service shall have the right to terminate your membership, reject or reverse any transactions you initiate, and/or restrict or condition your right to send or receive money at any time and for any reason, including, but not limited to:

- A. Excessive use;
- B. Using the Service (directly or indirectly) for any unlawful purpose; and/or
- C. Tampering, hacking, modifying or otherwise attempting to corrupt the security or functionality of the Service.

Sending and receiving payments - When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf to the Payee's account. E-mail payments begin processing the Business Day the Payment Instruction is submitted to the Service. Any e-mail payment submitted on a non-Business Day will begin processing on the next Business Day. The Service reserves the right to hold funds beyond the standard distribution periods for any transactions it deems necessary. The recipient's ability to access these funds is at the sole discretion of the recipient's financial institution and is not controlled by the Service. You acknowledge that once money is delivered to the recipient, the transaction is non-reversible and non-refundable to you. Credits to and debits from your Payment Account are only processed on Business Days. If we learn that you had insufficient funds in the Payment Account from which you requested we send money, we will cancel the payment. If we learn this after the money has been delivered to the recipient, you will owe us and agree to promptly repay the amount of the shortfall. We may apply funds awaiting receipt by you against the amount you owe us. In addition, we may not permit recipients of your outstanding payment requests to receive the money, and we will not refund transaction fees in these situations. With respect to any transaction, the

Service reserves the right to seek reimbursement from a recipient if we receive any type of charge-back related to any Payment Instructions. We may obtain such reimbursement by deducting the charge-back amount from the recipient's account(s), reversing any credit(s) to the recipient's Payment Account, or by seeking such reimbursement from recipient by any other lawful means.

Non-Delivery of e-mail payments - It is your sole responsibility to provide the correct e-mail address(s) for an individual(s) to whom we send money on your behalf. THE SERVICE IS NOT RESPONSIBLE FOR PAYMENTS MADE TO UNINTENDED RECIPIENTS DUE TO THE INPUT OF INCORRECT INFORMATION BY YOU, NOR SHALL THE SERVICE BE RESPONSIBLE FOR VERIFICATION OF THE IDENTITY OF RECIPIENTS.

Accuracy and dispute of e-mail payments - We are not responsible for determining whether the amount of money being sent is correct for any underlying transaction or is actually owed to the recipient. Any dispute that may arise between you and the recipient relating to a payment made or received, or any other aspect of a transaction between you and the recipient, is not the responsibility of the Service. We make no guarantees regarding purchases paid for via the Service. You acknowledge that the Service does not ensure the quality, safety or legality of any merchandise received, nor that a seller will even ship merchandise. You agree to hold the Service harmless for any loss or expense you incur as a result of such purchases or disputes.

Cancellation of e-mail payment(s) - Once initiated, payments cannot be cancelled. Once money is delivered to the recipient, the transaction is non-reversible and non refundable to you. However, you may cancel an invitation to send money if it has not yet been received by the recipient. After you initiate a payment, if the recipient is not already enrolled in the Service, the Service will periodically send reminder emails to you and the recipient until the recipient has enrolled in the Service and received the payment. If recipient has not enrolled in the Service and received the payment forty five (45) days after initiation, the Service will cancel the payment.

#### PAYMENT METHODS

The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.

#### PAYMENT CANCELLATION REQUESTS

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

#### STOP PAYMENT REQUESTS

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service

may also require you to present your request in writing within 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.

#### PROHIBITED PAYMENTS

Payments to Payees outside of the United States or its territories are prohibited through the Service.

#### EXCEPTION PAYMENTS

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from Your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any mis-applied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

#### BILL DELIVERY AND PRESENTMENT

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you Also agree to the following:

Information provided to the Payee - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

Activation - Upon activation of the electronic bill feature the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

Notification - The Service will use its best efforts to present all of your electronic Bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The

timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Payee fail 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 Payee directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

#### EXCLUSIONS OF WARRANTIES

THE SERVICE AND RELATED DOCUMENTATION 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.

#### PASSWORD AND SECURITY

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 888-918-7521 during customer service hours.

#### YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account 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 password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after your statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days 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 may extend this period.

## ERRORS AND QUESTIONS

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

1. Telephone us at 888-918-7521 during customer service hours;
2. Write us at:  
BCU  
Attn: Customer Care  
560 Carillon Parkway  
St. Petersburg, FL 33716

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

1. Tell us your name and Service 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, 4. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

## DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions that you have requested;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

#### SERVICE FEES AND ADDITIONAL CHARGES

The Service will attempt to pay transactions against nonsufficient available funds in your payment account in accordance with our Courtesy Payment Service. If this occurs, a Courtesy Payment fee, as disclosed in the Service Charge and Fee Schedule in the BCU Deposit Account Agreement, will be charged to your payment account. If the pending transaction exceeds your Courtesy Payment limit, or you have otherwise opted out, or are not eligible for the Courtesy Payment Service, the transaction will not be paid, and you will be charged the Non Sufficient Funds (NSF) fee as stated in BCU's Deposit Account Agreement.

There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit account will continue to apply. If your telephone, mobile or internet service provider charges you as a result of using the Bill Pay Service, you are responsible for those charges.

#### FAILED OR RETURNED TRANSACTIONS

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to a credit reporting agency.

#### ALTERATIONS AND AMENDMENTS

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

#### ADDRESS OR ACCOUNT CHANGES

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

#### SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us at 888-918-7521 during customer service hours;
2. Write us at:

BCU

Attn: Customer Care

560 Carillon Parkway

St. Petersburg, FL 33716

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

#### PAYEE LIMITATION

The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

#### RETURNED PAYMENTS

In using the Service, you understand that Payees and/or the United States Post Office may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number not valid; Payee is unable to locate account; or Payee account paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Payment Account. You may receive notification from the Service.

#### INFORMATION AUTHORIZATION

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the

right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

#### DISPUTES

In the event of a dispute regarding the Service, you and the Service 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 the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

#### ASSIGNMENT

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

#### NO WAIVER

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service 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.

#### 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.

#### GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE

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