



CHRISTIAN FINANCIAL CREDIT UNION TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE

This Agreement describes your rights and obligations as a user of the Bill Payment Service provided by Christian Financial Credit Union. In this Agreement, the words "you" and "yours" mean those who submit a request for access to the Bill Payment Service. In this Agreement the words "we" and "us" and "our" and "ours" and "Credit Union" and "CFCU" mean Christian Financial Credit Union. This Agreement also describes the rights and obligations of Christian Financial Credit Union.

These terms and conditions contained in this Agreement are in addition to those that apply to any accounts you have with us, or any other services you obtain from us, including, but not limited to the Account Agreement and the Electronic Service Agreement, and any other agreements and disclosures provided to you (the "Related Agreements"). You must also follow all of our instructions and procedures applicable to the services covered by this Agreement. In the event of a conflict between this Agreement, the Related Agreements, and/or any of the other referenced documents, this Agreement shall control.

Please read this Agreement carefully. By requesting and using the Bill Payment Service, you agree to comply with the terms and conditions of this Agreement, and any amendments. If you do not wish to be bound by these terms and conditions, you may not access or use the Bill Payment Service.

Please visit <https://www.christianfinancialcu.com/Disclosures> or call (586)772.6330 to obtain the current Account Agreement and Fee Schedule.

About the Bill Payment Service: When you apply for the Bill Payment Service offered through CheckFree Services Corporation ("Bill Pay"), your enrollment in Bill Pay may not be fulfilled if we cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s), we may issue offsetting debits and credits to the Payment Account(s) and require confirmation of such from you. Through your enrollment in Bill Pay, you agree that we reserve the right to request a review of your credit rating through an authorized credit bureau. In addition, you agree that we may obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

When using the Bill Payment Service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. You may access the Bill Payment Service 24 hours a day, 7 days a week. However, availability of the Bill Payment Service may be suspended for brief periods of time for purposes of maintenance, updating, and revising the software.

We reserve the right to change, suspend or discontinue the Bill Payment Service, in whole or in part, or to terminate your use of the Bill Payment Service, in whole or in part, immediately and at any time without prior notice to you.

Bill Payment Service Definitions:

- "Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- "Payment Instruction" is the information provided by you to the Credit Union for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
- "Payment Account" is the checking account from which bill payments and service fees will be debited.
- "Business Day" is every Monday through Friday, excluding Federal Reserve holidays.



- "Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
- "Due Date" is the date reflected on your Biller 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.

Fees: Please refer to our Fee Schedule for a complete list of fees associated with the Bill Payment Service. From time to time, the fees may be changed. We will notify you of any changes as required by law.

Bill Payment Scheduling: The earliest possible Scheduled Payment Date for each Biller 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.

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

Bill Payment Authorization and Payment Remittance: You represent and warrant that you are acting with full authority for the applying entity, and that you are duly authorized to execute this Agreement on behalf of the applying entity. By providing the Bill Payment Service with names and account information of Billers to whom you wish to direct payments, you authorize the Bill Payment Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Bill Payment Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Bill Payment Service receives a Payment Instruction, you authorize the Bill Payment 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 Bill Payment Service to credit your Payment Account for payments returned to the Bill Payment Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Bill Pay Service.

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

- i. If, through no fault of the Bill Payment 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;
- ii. The payment processing center is not working properly and you know or have been advised by the Credit Union or the Bill Payment Service about the malfunction before you execute the transaction;
- iii. You have not provided the Bill Payment Service with the correct Payment Account



- information, or the correct name, address, phone number, or account information for the Biller; and/or,
- iv. Circumstances beyond control of the Credit Union or the Bill Payment Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Credit Union and the Bill Payment Service have taken reasonable precautions to avoid those circumstances.

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

Bill Payment Methods: The Bill Payment Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

Bill 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 Bill Payment Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

Bill Payment Stop Requests: The Credit Union's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Credit Union 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 CFCU by phone or visit a branch location during normal business hours. Although the Credit Union will make every effort to accommodate your request, the Credit Union will have no liability for failing to do so. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

Prohibited Bill Payments: Payments to Billers outside of the United States or its territories are prohibited through the Service.

Exception Bill Payments: Tax payments and court ordered payments may be scheduled through the Bill Payment Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Credit Union or the Bill Payment 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 Bill Payment Service. The Credit Union and the Bill Payment Service have no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, misposted, or misdirected payments will be the sole responsibility of you and not of the Credit Union or the Bill Payment Service.

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

- i. Information provided to the Biller - The Credit Union or the Bill Payment 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 Biller. Any changes will need to be made by



contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Bill Payment Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about the Biller services and/or bill information.

- ii. Activation - Upon activation of the electronic bill feature the Bill Payment Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
- iii. Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your username and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
- iv. Notification - The Bill Payment Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Bill Pay Service, the Bill Payment 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 Bill Pay Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
- v. Cancellation of electronic bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The time frame for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Bill Payment Service will notify your electronic Biller(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 Bill Payment Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- vi. Non-Delivery of electronic bill(s) - You agree to hold the Credit Union and the Bill Payment Service harmless should the Biller 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 Biller directly.
- vii. Accuracy and dispute of electronic bill - The Bill Payment Service is not responsible for the accuracy of your electronic bill(s). The Bill Payment Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

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

Failed or Returned Bill Payment Transactions: In using the Bill Pay Service, you are requesting the Credit Union or our Service Provider to attempt 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 may not be completed. In some instances, you will receive a return notice from the Credit Union or our Service Provider. In each such case, you agree that:

- i. You will reimburse our Service Provider immediately upon demand the transaction amount that has been returned to the Bill Pay Service;
- ii. For any amount not reimbursed to the Service Provider 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;
- iii. You will be assessed a fee by the Service Provider if the transaction is returned because you have insufficient funds in your Payment Account to cover the requested payment. You hereby authorize the Service Provider to deduct this amount from your designated Payment Account by ACH debit. In addition, you may be assessed a fee by the Credit Union as a result of the return that is separate from and in addition to any fee assessed by the Service Provider;
- iv. You will reimburse the Service Provider for any fees or costs it incurs in attempting to collect the amount of the return from you; and,
- v. The Credit Union or Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

Bill Payment Contact Information: 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 us at 586.772.6330 during normal business hours or by utilizing the 'Update Your Info' option within the Online Banking Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files.

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

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

Amending and Terminating This Agreement: This Agreement will remain in effect until it is amended or terminated. The Credit Union has the right to terminate this Agreement for any reason at any time. We may send you notice of any termination, but we are not required to do so unless applicable law requires us to provide such notice. Once we terminate this Agreement, no further or pending payments will be made, including, but not limited to, any payments scheduled in advance or any recurring payments. The Credit Union also has the right to make changes to this Agreement at any time. We will send you notice of any changes where required to do so under applicable law. Any use of the Bill Payment Service after we send you a notice of change shall constitute your acceptance of such changes.

You may terminate this Agreement at any time by notifying us in writing. Any instructions from you to make payments will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your written notice, no further payments



can be made. You are not permitted to amend or alter this Agreement without our express consent. Any attempt to do so will be void and unenforceable.

Warranty Disclaimer: YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE SERVICE. THE CREDIT UNION MAKES NO AND EXPRESSLY DISCLAIMS 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, THE CREDIT UNION DISCLAIMS 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). YOU FURTHER ACKNOWLEDGE THAT 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. YOU HEREBY ASSUME ALL RISKS RELATING TO THE FOREGOING.

Limitation of Damages: EXCEPT WHERE OTHERWISE REQUIRED BY LAW, NEITHER THE CREDIT UNION NOR ITS SERVICE PROVIDERS AND LICENSORS, NOR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS OR AGENTS ARE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS, REVENUE OR DATA, WHETHER IN AN ACTION BASED IN CONTRACT, TORT, OR WARRANTY, CAUSED BY THE CREDIT UNION, THE SERVICE OR THE USE THEREOF, OR ARISING OUT OF THE INSTALLATION, USE OR MAINTENANCE OF ANY PRODUCTS OR SERVICES SUBJECT TO THIS AGREEMENT. EXCEPT AS OTHERWISE REQUIRED BY LAW, NEITHER WE NOR OUR SERVICE PROVIDERS AND LICENSORS, SHALL BE LIABLE FOR ANY ACTION OR INACTION EXCEPT FOR OUR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE. EXCEPT AS MAY BE OTHERWISE REQUIRED BY LAW, YOU AGREE THAT IN NO EVENT SHALL THE CREDIT UNION'S LIABILITY TO YOU EXCEED YOUR ACTUAL DAMAGES OR AN AMOUNT EQUAL TO AMOUNTS PAID BY YOU FOR THE SERVICE IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE ALLEGED ACTION OR INACTION GIVING RISE TO YOUR CLAIM, WHICHEVER IS LESS.

Related Agreements: In addition to this Agreement, you agree to comply with and be bound by all terms and conditions of the Related Agreements, and with all applicable laws and regulations. Please refer to the Related Agreements for additional terms and conditions and other disclosures that apply to your account.

Section Headings: Section headings are for convenient reference only and shall not affect the meaning or have any bearing on the interpretation of any provision of this Agreement.

Entire Agreement: This Agreement together with the Related Agreements, constitutes the entire Agreement between you and the Credit Union and supersedes all other proposals either oral or written between you and the Credit Union on this subject.

Arbitration: This Agreement is subject to the Resolution of Disputes by Arbitration provision found in your Account Agreement. Except as may otherwise be provided in the Resolution of Disputes by Arbitration provision, you are liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you.