

online banking, billpay & electronic services agreement



Password and Security

You agree not to give or make available your Online Banking access password to any unauthorized individuals. You are responsible for all bill payments you and/or your BillPay authorized user authorize(s) using the service. If you permit other persons to use the service or your Online Banking access password (even though you have agreed not to disclose this information), you are responsible for all transactions they authorize. If you believe that your password has been lost, stolen or compromised, or that someone may attempt to use the service without your consent or has transferred money from your account by accessing your account without your permission, you must notify the Credit Union immediately by calling (818) 238-2900.

You also agree that UMe Federal Credit Union may revoke your BillPay and/or Online Banking account access if unauthorized account access and/or transactions occur as the apparent result of negligence in the safeguarding of the password belonging to you and/or your authorized user. Further, you agree that if you have caused a loss to the Credit Union, the Credit Union may revoke or refuse to grant you BillPay services and/or Online Banking access.

Telephone Number and Address to be Notified in Event of an Unauthorized Transaction

If you believe your password has been lost or stolen, or that someone will, or may, use it to transfer money from your account without your permission, you must telephone the Credit Union, immediately, at: (818) 238-2900; or write to the Credit Union at:

UMe Federal Credit Union P.O. Box 7767 / Burbank, CA 91510-7767

Disclosure of Account Information to Third Parties

The Credit Union may disclose information to third parties about your account or transfers you make:

- + When it is necessary to complete an electronic transaction; or
- + In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- + In order to comply with a government agency, court order or any legal process; or
- + If you give the Credit Union written permission.

Alterations and Amendments

The terms of 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 send notice to you at your address of record or by secure electronic message via the Online Banking system. Any use of the services after the service sends 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 programs, 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 BillPay programs, services, and/or related material and limit access to the service's more recent revisions and updates.

Mailing Address and E-mail Address Changes

You agree to promptly notify UMe Federal Credit Union, in writing, of any address change. Changing your address on the service does not automatically update your address of record at UMe Federal Credit Union. Similarly, updating your address at UMe Federal Credit Union does not automatically update the address on the service. You will provide UMe Credit Union with a valid email address upon login to your Online Banking or BillPay account or whenever you are prompted to do so by the system.

Termination or Discontinuation

In the event you wish to discontinue the Online Banking / BillPay service, you must contact UMe Federal Credit Union within 10 days prior to the actual service discontinuation date. You may request the service discontinuation via UMe Federal Credit Union's "Secure Support" found within Online Banking or by written correspondence sent via U.S. Postal Service. Written notice must be signed and mailed to:

UMe Federal Credit Union P.O. Box 7767 / Burbank, CA 91510-7767

UMe Federal Credit Union may terminate service to any individual at any time with cause, but without advance notice. Neither termination nor discontinuation shall affect your liability or obligation under this agreement.

Internet Bill Pay Disclosure

This is your bill paying agreement with UMe Federal Credit Union.

Your acceptance, retention, or use of an electronic funds transaction hereunder constitutes an agreement between you and UMe Credit Union as described below.

This disclosure and agreement is given by UMe Credit Union in compliance with the Electronic Funds Transfer Act (15 U.S.C. Section 1693, et seq.) and Regulation E (12 CFR 205, et seq.) to inform you of certain terms and conditions of the electronic funds transfer services you have requested. All references within this document to the terms "BillPay," "Payment Service" and/or "the Service" reflect the Bill Payment Service offered by UMe Federal Credit Union.

You acknowledge electronic receipt of the Terms and Conditions Agreement ("Agreement") associated with UMe Federal Credit Union's BillPay service and agree that you have read and will abide by this agreement. You also agree that UMe Federal Credit Union does not need to provide you with an additional, paper (non-electronic) copy of this agreement, unless specifically requested. Further, you understand that using your browser's print command and a printer, you can print a copy of this agreement.

Business Day Disclosure

Business days are Monday through Friday, except holidays. Business hours are 9:00 a.m. to 5:00 p.m. on Mondays, Tuesdays, and Thursdays, 10:00 a.m. to 5:00 p.m. on Wednesdays and 9:00 a.m. to 6:00 p.m. on Fridays. ATMs, POS terminals, Telephone Banking System, Online Banking access and the BillPay service are, generally open, but not always accessible, 24-hours a day, 7 days a week.

Enrollment Request for BillPay Service

You may use UMe Federal Credit Union's bill paying service, to direct UMe Federal Credit Union to make payments from your designated checking account to the "Payees" you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account.

UMe Federal Credit Union reserves the right to refuse enrollment in the BillPay service to any member who does not meet the service criteria which has been established by the Credit Union.

BillPay Service

As used in this Agreement, the term "payee" means the vendor, biller, person or entity to which you wish a bill payment to be directed; "payment instructions" means the information provided by you to the service for a bill payment to be made to your payee (e.g., payee name, account number, payment amount, payment date, user name and password, if applicable, etc.); "payment account" means your checking account and, in the instance of non-sufficient funds and/or an overdrawn account, any applicable share account or available balance on line of credit accounts at UMe Federal Credit Union, from which all bill payments may be made and/or such funds collected; "scheduled payment date" means the business day of your choice upon which your bill payment will be made and your "payment account" will be debited; and "cutoff time" by 12:00 pm Pacific Time on any business day, and is the time by which you must transmit instructions to have them considered entered on that particular business day. **Please note, your "payment" account will be debited on the date in which the bill payment check clears for all payees that do not accept electronic payments.**

By providing the payment service with the names and account information of those entities and/or persons to whom you wish to direct payment, you authorize the service to follow the payment instructions that it receives from you or your authorized user through the Bill Payment service. When the service receives a payment instruction, you authorize it to debit your payment account and remit funds on your behalf so that the funds arrive as close to the business day designated by me as reasonably possible. All payments you make through Online Banking BillPay will be deducted from your designated payment account. Any payee you wish to pay through the service must be payable in U.S. Dollars. Each payee must appear on the payee list I create. You must allow sufficient time for the payee to receive and process the payment before the payment due date (the due date shown on your invoice or provided in your agreement with payee, not taking into account any grace period provided by the payee). If you do not allow sufficient time, you will assume full responsibility for all late fees, finance charges, or other actions taken by payee. (IMPORTANT: Payments may take up to 5 business days to reach the vendor (payee), as they are sent either electronically or by check. UMe Federal Credit Union is not liable for any service or late charges levied against me). The Credit Union is not liable for any damages you incur if you do not have sufficient funds in your account to make the payment on the processing date, if the estimated time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of merchant address or account number, the failure of any merchant to account correctly for the payment in a timely manner, or for any other circumstance beyond the control of the Credit Union.

In all cases, you are responsible for making alternate arrangements for the payment. Insufficient available funds will prevent you from making any payments through the service until the matter is resolved. If your payment was returned for any reason other than insufficient/

unavailable funds, you may contact us directly once the payment has been withdrawn from your payment account. You understand that UMe Credit Union has the right to terminate this Service if you have delinquent loans, or do not have an account or loan in good standing.

You authorize UMe Credit Union, and any third-party acting on our behalf, to choose the most effective method to process your payments. The Credit Union reserves the right to refuse to make any payments. The service will use its best efforts to make all payments properly. However, the service shall incur no liability if it is unable to complete any payments initiated by you through the service because of the existence of any one or more of the following circumstances:

UMe Credit Union will NOT be liable, for instance, if:

- + Circumstances beyond the service's control (such as, but not limited to, fire, flood, earthquake, electronic failure, or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions;
- + Through no fault of UMe Credit Union, you do not have enough money in your payment account (or sufficient funds) to complete the payment or transfer, or the transaction would exceed the credit limit of your overdraft account;
- + The funds in your account are subject to an uncollected funds hold, legal process or other circumstances restricting such transaction or payment;
- + UMe Credit Union has received incorrect or incomplete information from you or from third parties (e.g. the U.S. Treasury, an automated clearing house, or a terminal owner);
- + The Online Banking access, the Bill Payment service or other electronic services system contemplated hereunder was not working properly or had a malfunction and you knew about this breakdown when you started the transaction;
- + Your Online Banking access password has been reported lost or stolen, has expired, is inactive due to non-use, is retained by UMe Credit Union at your request; or because your password has been repeatedly entered incorrectly;
- + UMe Credit Union's failure to complete the transaction is done to protect the security of your account and/or the electronic terminal system;
- + There may be other exceptions;
- + The payee mishandles or delays a payment sent by the service;
- + You have not provided the service with the correct names, phone numbers, or account information for those persons or entities to which you wish to direct payment;
- + Provided none of the foregoing exceptions to the service performance obligations 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 person or entity 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 recipient any previously misdirected payments or transfers.
- + Payment will be made to your payee either electronically via the Automated Clearing House (ACH) or by check or laser draft. Whether the payment is made electronically or by check is determined by the payee (e.g., some payees are unable to accept electronic payments).
- + You give or make available your online banking username, password, and account access to unauthorized individuals or third parties.

Instructions for Setting up Payees & Payments:

Payees: If you want to add a new "Payee," first select the "Payee" tab located in the bill pay or speak to a service representative. UMe Federal Credit Union reserves the right to refuse the designation of a "Payee" for any reason.

Payments: You may add a new payment to a "Payee" by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the service.

You may pay any "Payee" with-in the United States (including U.S. territories and APO's / AEO's). UMe Credit Union is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

The Bill Paying Process

Payments

A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, is currently 12:00 p.m. Pacific Standard Time.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

Recurring Payments

When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.

If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

Single and Recurring Payments

The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your "Payees".

Canceling a Payment

A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date.

Limitations

The following are limitations to the use of the Credit Union's Bill Pay service:

- + Bill payments can only be made from your checking account;
- + Payments cannot be made to payees outside of the United States;
- + If you close the designated bill payment checking account, all scheduled payments will be stopped;
- + You cannot stop a payment if the payment has already been processed;
- + You can schedule payments 24 hours a day, seven days a week, however, payments scheduled on a Saturday, Sunday, or holiday will be processed within one to two business days; and
- + No more than six preauthorized, automatic, or telephone transfers may be made from your savings account to another account at the Credit Union or to a third party in any calendar month, and no more than three of these six transfers may be made by check, draft, debit card, online or similar order payable to a third party. If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer request, and the Credit Union may reclassify or close your account.

Methods and Restrictions

Payments are made to your payee either electronically or by check. The method of payment depends upon the processing method that can be accommodated by the payee or by our bill payment service provider.

It is important that you take into consideration what method of bill payment will be used when scheduling bill payments to ensure payment deadlines are met. If the payment is sent electronically, the payment may take up to four business days to process. If the payment is sent by check, it may take up to ten business days to process. **Please note, your "payment" account will be debited on the date in which the bill payment check clears for all payees that do not accept electronic payments.**

Member Responsibilities

You are responsible for:

- + Having funds available at the time of scheduling payments or transfers and when the scheduled transfers or payments clear your "payment account"
- + Any late payment, late fees, interest payments, and service fees charged by merchant(s).
- + Any overdraft, NSF or stop payment fees charged by the Credit Union as a result of these transactions.

- + Accurate data input of payee information (payment amount(s), name, address, account numbers and any other pertinent information).
- + Terminating Bill Pay service through Online Banking; and
- + Allowing sufficient time for bill payments to be processed so that the funds can be delivered to the payee on or before the due date.

Liability

You are solely responsible for controlling the safekeeping of and access to your Personal Identification Number (PIN), Password, and Username.

If you want to terminate another person's authority to use the Bill Pay service, you must notify the UMe Federal Credit Union and arrange to change your PIN or Password. You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.

UMe Federal Credit Union is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.

UMe Federal Credit Union is not liable for any failure to make a bill payment if you fail to promptly notify the credit union after you learn that you have not received credit from a "Payee" for a bill payment.

UMe Federal Credit Union is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Financial Institution's agent.

Amendment

UMe Federal Credit Union has the right to change this agreement at any time by notice mailed to you at the last address shown for the account on the Financial Institution's records, by posting notice in branches of the Financial Institution, or as otherwise permitted by law.

Termination

UMe Credit Union has the right to terminate this agreement at any time. You may terminate this agreement by written notice to UMe Federal Credit Union. UMe Federal Credit Union is not responsible for any fixed payment made before the credit union has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the UMe Federal Credit Union on your behalf.

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 UMe Credit Union and the service, which supersedes any proposal or prior agreement, oral or written, and any other communications between you, UMe Credit Union and the service relating to the subject matter of this agreement. If there is a conflict between what one of the service's employees says and the terms of this agreement, the terms of this agreement shall control.

Assignment

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-party service providers.

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.

EXCLUSIONS OF WARRANTIES

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE PRECEDING 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.