

MYCU[®] ELECTRONIC BILL PAYMENT SERVICES
CONSUMER AGREEMENT AND INITIAL DISCLOSURES

On behalf of your Credit Union, and pursuant to an agreement between your Credit Union and MYCU Services, LLC, MYCU Services, LLC offers the On-line Bill Payer Services through this web site.

Electronic Disclosures: After you have carefully read this Agreement in its entirety, please indicate your consent to the same and to receiving this Agreement and Initial Disclosure ("Agreement") electronically by clicking "I Accept". If you are not in agreement with this Agreement, please exit this web site. YOUR USE OF THIS WEB SITE SHALL CONSTITUTE YOUR AGREEMENT TO THE TERMS OF THIS AGREEMENT. We suggest that you print a copy of this Agreement for future reference. Terms pertaining to fees and contact persons for problems will be separately disclosed by the Credit Union.

1. **Definitions.** As used in this Agreement, **Account(s)** refers to your checking, savings, money market shares, or loan accounts you have with your Credit Union, some of which may or may not be eligible for electronic transfers using the Service; **Member Services Agreement** refers to the agreement between you and Credit Union containing the terms and conditions governing your Accounts; **Billing Account** means the account you have designated to be charged for all fees and charges, if any, associated with the Services; **Business Day(s)** means Monday through Friday, except Federal Reserve holidays and any additional day the Credit Union is closed; **Designated Bill Paying Account(s)** means the designated checking account(s) at the credit union from which we make payments on your behalf pursuant to this Agreement (the Designated Bill Paying Account may be the same as the Billing Account); **Bill Payer Web Site** refers to this web site wherein the Services are offered via the Internet; the **Service(s)** refers to collectively, any or all programs, software, products and services offered by MYCU Services, LLC which allows you to pay bills via an Internet connection; **Software License Agreement(s)** means the software license agreements governing your use of the Financial Software; **we, us or our** refers to MYCU Services, LLC; **you or your** refers to the person(s) subscribing to or using the Service.
2. **The Service.** You may use an Internet connection to access the Bill Payer Web Site and direct us to make payments from your Designated Bill Paying Account(s) to third parties ("Payees") that you have selected in advance to receive payments.
3. **Software and Equipment Requirements.** You may access the Bill Payer Web Site via the Internet. In order to use the Service, your Internet device must meet the minimum requirements. You may use any browser that supports 128-bit encryption; Netscape Navigator 4.0 or higher, Internet Explorer 4.5 or higher. MYCU Services, LLC may change these requirements from time to time. If any of these requirements change, you will be notified of such change at the time you log on to the Bill Payer Web Site.
4. **Your User ID and Password.** You will be assigned a personal User ID and a Password, which you will use to obtain access to the Bill Payer Web Site. You authorize us to follow any instructions entered through the Service using your User ID and Password. Because your User ID and Password can be used to access your Account(s) and to access information about these Account(s), you should treat your User ID and Password with the same degree of care and secrecy that you use to protect your ATM security code and other sensitive financial data. We may ask you to change your User ID and Password from time to time for security reasons. You agree not to use any language that is abusive, harassing, libelous, defamatory, obscene or threatening when defining your Password or any other personalization of your Account(s).
5. **Sharing Your User ID and Password with Others.** You agree not to give or make available your User ID, Password, or account number(s) to any person who is not authorized to access your Designated Bill Paying Account and other Accounts. If someone to whom you have granted authority to use your User ID and Password

- exceeds such authority, you are fully liable for all payments made by such person until you have notified us that you have terminated the authority granted to such person and have given us a reasonable period of time to act upon such notice. We may require that you put such notice in writing. Upon receipt of such notice we may require you to immediately change your User ID and Password, and to identify the person or persons you believe to have exceeded such authority. You agree to cooperate with us in the investigation and prosecution of any person who has obtained and used your User ID and Password without your authorization and/or in excess of your authority.
6. **Bill Payments.** You may make payments through the Service to any business, merchant, or professional with a valid address that generates a bill or invoice for products or services provided on your behalf. We reserve the right to refuse to allow you to designate any particular payee or class of payee. You may also make payments through the Service to individuals for non-business purposes. Payments may be made only to payees with a U.S. payment address. We will not be liable for any payment of alimony, child support, taxes, or other governmental fees or court-ordered payments through the Service.
 7. **Your Payee List.** You must provide sufficient information about each payee ("Payee Information") as we may request from time to time, in order to ensure proper payment to each of your designated payees. This information may include the name, address and phone number of the payee and your Payee Account number. You agree that we may obtain information regarding your Payee Accounts in order to facilitate proper handling and crediting of your payments and you authorize your payees to release such information to us. You can enter your Payee Information, as well as additions, deletions and modifications to Payee Information via an Internet connection to the Bill Payer Web Site.
 8. **Scheduling Bill Payments.** To electronically schedule a payment, follow the simple instructions in the Online Help file. Payments may range in amounts up to Ten Thousand Dollars (\$10,000.00). When you schedule a bill payment, you authorize us to withdraw the amount of your payment from your Designated Bill Paying Account.
 9. **Processing/Delivery of Your Bill Payments.** You may schedule payments to be processed on the day that you schedule a bill payment, on a future date, on the same date each month, or by any of the available schedule methods, subject to the restrictions in this Agreement. We deduct the amount of your payment from your Designated Bill Paying Account on the date that you scheduled the payment to be processed ("Account Debit Date"). Although you may schedule bill payments by using the Service twenty-four hours a day, seven days a week, payments can be processed only on Business Days, subject to system availability. If the, Account Debit Date falls on a weekend or holiday; your payment will be processed on the previous Business Day. We may refuse to process your payment if sufficient funds, including funds available under any overdraft plan, are not available in your Designated Bill Paying Account on the Account Debit Date. When scheduling a new payee, please schedule your first (1st) payment to such payee at least ten (10) business days prior to the date your payment is due, excluding any applicable grace periods (the "Due Date"). After your initial payment to a respective payee, you must instruct us to process subsequent payments at least five (5) Business Days prior to the Due Date. We are not responsible for any loss you may incur as a result of your failure to schedule a payment to be processed in accordance with this Agreement. Once you schedule a payment, the Account Debit Date will automatically be displayed on your computer screen.
 10. **How Bill Payments are Made.** We may remit your payments by mailing your payee a paper check, by electronic funds transfer, or by other means. We send all checks through the United States mail. We are not responsible for postal delays or processing delays by the payees. Occasionally, a payee chooses not to participate in the service, or may be unable to process payments in a timely manner. In such cases, we may decline to make future payments to these payees, in which case we will send you a notice regarding the same.

11. **Same Day Bill Payments.** You may schedule a bill payment to be processed on the same day that you scheduled the payment if we receive instructions before 5:00 a.m. Eastern Time, USA, on a Business Day ("Same Day Payment").
12. **Future Bill Payments.** You may schedule a payment to be processed on any future Business Day within one (1) year from the date you scheduled the payment ("Future Payment").
13. **Recurring Bill Payments.** You may schedule payments to be automatically processed in a fixed amount on the same date every month, or by any of the other available payment methods (a "Recurring Payment"). The date on which a Recurring Payment is scheduled to be processed is referred to below as the "Recurring Payment Date." If a Recurring Payment Date is a day, which does not exist in a certain month, the payment will be processed on the last Business Day of the month. For example, if you schedule a payment for the 31st of each month, your payment for the month of April will be processed on or before the 30th of April. If the Recurring Payment Date falls on a day other than a Business Day in any month, your payment will be processed the prior Business Day. For example, if you schedule a Recurring Payment to be processed on the fifth (5th) of each month, and August 5th is a Saturday, your payment for August will be processed on August 4th.
14. **Guarantee for Bill Payments.** We will reimburse you for any late payment fees or penalties you are charged, up to a maximum of \$50.00 per scheduled payment, as a result of our failure to deliver a payment made to a business by the scheduled Due Date if you meet each of the following obligations:
 - (a) You must schedule the payment in accordance with this Agreement.
 - (b) You must provide us with the correct payee name, address, Due Date, account information and the correct payment amount. We shall not be liable for fees assessed as a result of your failure to schedule payment of the sufficient amount due to a payee.
 - (c) Your Designated Bill Paying Account, including any overdraft protection, must contain sufficient funds to complete the payment or transfer on the Account Debit Date.
 - (d) The payment must be made to a business. We will not reimburse any late payment fees assessed to you by individuals.
 - (e) The late payment fee or penalty or the method of calculation must be published by the payee prior to the Due Date.
 - (f) Your Internet device, Operating system software, telephone line, and Internet service provider must be functioning properly.
15. **Stopping or Modifying Bill Payments.** You may modify or cancel the payment amount and the Account Debit Date of any scheduled payments via the web site at any time prior to 5:00 a.m. Eastern Time, USA, on the Account Debit Date.
16. **Reviewing Payments.** Records of past payments and payments scheduled for the future are stored at this Bill Payer Web Site. The number of records that can be stored depends on the amount of the available space on the system.
17. **Incomplete Payments.** If we remit your payment to a payee by mailing your payee a check, and the check has not been presented for payment within our payment cut-off period, we will investigate the status of the check. If the payee cannot be reached, or the payment is to an individual and the check has not been presented for payment ninety

(90) days after the Account Debit Date, we may place a stop payment order on the check and credit your account accordingly.

18. **Fees.** Any fees charged in connection with the Service will be disclosed to you in a separate disclosure by the Credit Union. Any changes to such fees will be made in accordance with Credit Union policy.
19. **Termination.** You may terminate your use of the Service at any time by contacting your Credit Union. You must notify us at least ten (10) days prior to the date on which you wish to have your Service terminated. If you have scheduled payments with an Account Debit Date within this ten-day period, you must separately cancel those payments pursuant to paragraph 15 of this Agreement. If we have not completed processing your termination request and you have not otherwise cancelled a payment, you will be responsible for payments with Account Debit Dates during the ten (10) days following our receipt of your written notice of termination. Your notice of termination will be confirmed by mail. Subject to applicable law, we may terminate your use of the Service, in whole or in part, at any time without notice if Credit Union notifies us that it has not received the required fee, if any, when due to Credit Union, if you do not comply with the terms of this Agreement, or the agreements governing your Accounts, or if your Designated Bill Account or Billing Account is not maintained in good standing, and no other Designated Bill Paying Account and Billing Account has been designated. We may also terminate your use of the Service for any other reason by giving you thirty (30) days notice. Termination will not affect your liability or obligation under this Agreement for transactions that we have processed on your behalf. If you would like to designate a different Account for service charge deductions, you must notify the Credit Union.
20. **Business Days.** Our Business Days are Monday through Friday. Federal Reserve and Credit Union holidays are not included. You may use the Service twenty-four (24) hours a day, seven (7) days a week, except during maintenance periods, for the scheduling, modification or review of payment orders, however, bill payments can be processed only on a Business Day.
21. **Confidentiality.** We will disclose information to third parties about your Accounts or the transfers you make:
 - (a) Where it is necessary for completing transfers and bill payments, or
 - (b) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or
 - (c) in order to comply with government agency, court orders, or applicable law, or
 - (d) to protect the interests of the bank or of the public, such as to prevent fraud or a crime, or
 - (e) to protect the interests of the credit union, such as in collection of a debt, or
 - (f) if we have your express or implied consent.
22. **Consumer Liability.** Tell us at once if you believe your User ID and Password has been lost or stolen. Telephoning is the best way of keeping your possible losses to a minimum. You could lose all the money in your account in addition to your maximum overdraft line of credit. If you believe your User ID and Password has been lost or stolen, and you tell us within two (2) Business Days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your User ID and Password without your permission.

If you do not tell us within two (2) Business Days after you learn of the loss or theft of your User ID and Password, and we can prove that we could have stopped someone from using your User ID and Password had we known of the theft, you could be liable for the loss up to \$500.00.

23. **Contact in Event of Unauthorized Transactions.** If you believe your User ID and Password has been lost or stolen, or that someone to whom you have granted authority to use your User ID and Password has exceeded such authority, call your Credit Union immediately at the phone number provided to you in the help section of the Bill Payer Web Site.
24. **Limitation of Liability.** Except as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury or damage, whether direct, indirect, special or consequential, caused by the Service or the use thereof or arising in any way out of the maintenance of the Bill Payer Web Site, even if we have been advised of the possibility of such damages or losses. We are not responsible for any loss, damage or injury resulting from an interruption in your electrical power or telephone; the disconnecting of your telephone line by your local telephone company or from deficiencies in your line quality, the failure or unavailability of internet access; problems with internet service providers, any defect or malfunction of your PC, modem, or telephone line.

MYCU SERVICES, LLC MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING THE SERVICE, BILL PAYER WEB SITE, EQUIPMENT, BROWSER OR OTHER SERVICES INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

25. **Entire Agreement.** This Agreement constitutes the complete and exclusive agreement between you and us related to the Service. Any other agreement or disclosure with respect to your Accounts and/or fees for the services made by or with your Credit Union is separate and distinct from this Agreement.
26. **Waivers.** No delay or omission by us in exercising any rights or remedies hereunder 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 by us shall not preclude us from further exercise or the exercise of any other right or remedy. No waiver shall be valid unless in writing and signed by us.
27. **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.
28. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Commonwealth of Pennsylvania without regard to that state's conflict of law provisions.
29. **Arbitration.** IF A DISPUTE ARISES OUT OF OR RELATES TO THIS AGREEMENT AND IF SAID DISPUTE CANNOT BE SETTLED THROUGH DISCUSSIONS, YOU AGREE THAT ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR INVOLVING THE CONSTRUCTION OR APPLICATION OF ANY OF THE TERMS, COVENANTS OR CONDITIONS OF THIS AGREEMENT, BE SETTLED BY ARBITRATION TO BE HELD IN THE METROPOLITAN AREA OF HARRISBURG, PENNSYLVANIA IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) SHALL BE BINDING UPON YOU AND MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.
30. **Amendments.** We may amend or change any of the terms and conditions of this Agreement at any time upon reasonable electronic notice to you. If you do not agree to the change or amendment, you may notify us prior to the effective date of the change or

amendment and cancel your access to the Service. Your continued use of the Service after the effective date of change will be deemed acceptance of the change or amendment.

31. **Severability.** If any provision of this Agreement is determined to be void or invalid, the remainder of this Agreement shall remain in full force and effect.