

Terms & Conditions Agreement For Electronic Bill Payer Services

We suggest the Member Print Out this Agreement. You may also fill out the last page and submit it to the Credit Union, via fax or US mail to apply for Electronic Bill Payer Services.

Note: All references in this document to the terms "Bill Payer Services" and/or "the Service" reflect the Electronic Bill Payer Services of District 6 Federal Credit Union.

Electronic Disclosure and the Terms and Conditions Agreement for the Electronic Bill Payer Services. I acknowledge electronic receipt of the Terms and Conditions Agreement ("Agreement") associated with District 6 Federal Credit Union's ("the Credit Union") Electronic Bill Payer Services and agree that I have read and will abide by this Agreement. I also agree that the Credit Union does not need to provide me with an additional paper (non-electronic) copy of this Agreement unless specifically requested.

Enrollment Request for the Electronic Bill Payer Services. The credit Union reserves the right to refuse enrollment in the Service to any member who does not meet the Electronic Bill Payer Service criteria, which has been established by the Credit Union. Included in this criteria, is a requirement that subscribers to the Service must reside within the fifty United States.

Electronic Bill Payer Services. As used in this agreement, the term "payee" means the vendor, biller, person, or entity to whom 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). "Payment Account" means your Share Draft Account. In the instance of non-sufficient funds and/or an overdrawn account, any applicable share account or available balance from which all bill payments may be made and/or such funds collected. "Business Day" means Monday through Friday, excluding federal holidays. "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. "Cutoff Time" means 4:00 p.m. Central 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.

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 Electronic Bill Payer 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 you as reasonably possible.

While it is anticipated that most transactions will be processed five (5) business days before your selected Scheduled Payment Date, it is understood that due to circumstances beyond the control of the service, particularly delays in handling and posting payments by slow-responding companies or financial institutions (Payees), some transactions may take a day or even a few days longer to be credited by your Payee to your account with them.

For this reason, it is necessary that all Scheduled Payment Dates selected by you be no less than five (5) Business days before the actual due date, not the late date and/or a date in the grace period. (For example, the payment should be entered no later than Monday before 4 p.m. Central time, for a payment to arrive on Friday). Payment Instructions entered after the Cutoff Time or on a non-business day will be

considered entered in the Service on the next Business Day. If you properly follow the procedures described herein, and the Service fails to send a payment according to the Payment Instructions received, the Service will bear responsibility for all late charges. In any other event, including but not limited to choosing a Scheduled Payment Date which is not five business days before the due date or on or past the due date stated on your invoice or bill, the risk of incurring and the responsibility for paying any and all late charges or penalties should be borne to you.

A bill payment is "In Process" starting at the Cutoff time on the fourth Business day prior to the scheduled Payment Date and continuing up to the Scheduled Payment Date. A bill payment is a "Pending Payment," starting from the time you enter Payment Instructions until the payment is "In Process." A bill payment is considered "Completed" on the Business Day you selected as the Scheduled Payment Date. You may cancel or edit any Pending Payment (including recurring bill payments) by following the directions provided on the Electronic Bill Payer Services system Online Help. There is no charge for canceling or editing a Pending Payment. Note: We may not have a reasonable opportunity to act on any stop payment or cancellation order given after a payment is "In Process" and it is not possible to stop or cancel a payment which is "Completed". If you desire to cancel or stop any payment which is "In Process" you must call us at 607/324-8384. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. Stop payment requests sent to us via electronic mail or in any other manner will not reach us in time for us to act on your request. Stop payment requests will be accepted only if we have a reasonable opportunity to act on such a stop payment order. If you call, we may also require you to present your request in writing within 14 days after you call. The charge for each stop payment order will be the charge for such service as disclosed in the Credit Union Fee Schedule. The Service will use its best efforts to make all your 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 instances:

1. If, through no fault of ours, your Payment Account does not contain sufficient funds to complete the payment or transfer, or the transfer would exceed the credit limit of your established account, if applicable. (Note: The Credit Union may, at its option, pay scheduled bill payment which exceeds the share balance in your account(s) by transferring the amount of the resulting overdraft from the share savings account.
2. The bill payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transactions.
3. The payee mishandles or delays a payment sent by the Service.
4. You have not provided the Service with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment.
5. Circumstances beyond the Service's control (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 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 of transfers.

Payment will be made to your Payee either electronically via the Automated Clearinghouse (ACH) or by check or laser draft. The method of payment depends on the processing method that can be accommodated by the Payee (e.g., some payees are unable to accept electronic payments).

The payment may be deducted from your Payment Account by two methods, depending on the amount of the payment and your credit history. The two methods are (1) via an electronic debit through the Automated Clearinghouse Association, or (2) via a draft drawn on your account and processed through the Federal Reserve System (as if you have written a check on your Share Draft Account). All bill payments debited from your account will appear on your monthly Statement of Account. ACH debits will reflect the Payee as well as the date and amount. However, laser drafts will be reflected on your monthly Statement of Account with simply a date and check number. All payments can be viewed with the Payee's name, payment amount, and payment date by reviewing your recent payment history under the Electronic Payment List option provided as part of the Electronic Bill Payer Service.

Prohibited Payments. The following payment types are prohibited through the Service:

1. Tax Payments
2. Court-ordered payments
3. Payments to payees outside the fifty United States

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 DAMAGE, 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.

EXCUSTIONS 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 MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Password and Security. To access the Electronic Bill Payer Service, you will need to log on the Credit Union's Online Account Access Service (using the user ID and Password associated with this service) and then click on the Pay Bill icon on the navigation bar. From there, the system will link you to the Electronic Bill Payer site, where you will need to enter a second Password established solely for the Electronic Bill Payer Service.

You agree not to give or make available your Credit Union Online Account Access User ID or Password or your Electronic Bill Payer User Name or Password to any unauthorized individuals. You are responsible for all bill payments you, and your Electronic Bill Payer Authorized User, authorize using the Service. If you permit other persons to use the Service or your Credit Union Online Account Access User ID or Password (even though you have agreed not to disclose this information) or your Electronic Bill Payer Password, you are responsible for all transactions they authorize. If you believe that your Credit Union Online Account Access and /or your Electronic Bill Payer Passwords have 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 at once by calling us at 607/324-8384.

You also agree that the Credit Union may revoke your Electronic Bill Payer and/or Credit Union Online Internet Account Access Services if unauthorized account access and/or transactions occur and it is the apparent result of negligence in the safeguarding the User ID and Password(s) belonging to you and/or your authorized user. Further, you agree that, if the Credit Union is notified that you have included the Credit Union in the filing of a petition of bankruptcy, the Credit Union may revoke or refuse to grant you Electronic Bill Payer service and/or the Credit Union Online Internet Access to your account.

Your Liability for Unauthorized Transfers. If you call the Credit Union within two (2) business days after you learn of unauthorized access to your account(s) and/or that your Credit Union Online Account Access User ID and Password have been lost, stolen, or compromised, you can lose no more than \$50.00. If, you fail to notify the Credit Union within two (2) business days after you learn of unauthorized access to your account(s), or use of your Credit Union Online Account Access password and/or your Electronic Bill Payer Password, had you notified us, you could lose as much as \$500.00. If your monthly Statement or our online account detail reflects any transfers or payments that you did not make, tell us at once. If you do not tell us within sixty (60) days after the first statement, which reflected an unauthorized transfer(s) or payment(s) was mailed to you, you may not get back any money you lost after the 60 days, provided we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as an extended trip or hospital stay) prevented you from telling us, we may extend the time periods.

Errors and Questions. In case of errors and questions about your electronic transfers or payments, you should:

1. Telephone us at 607/324-8384
2. Write us at: District 6 Federal Credit Union,

 107 Broadway, Hornell, NY 14843

As soon as you can. If you think that your statement is wrong or you need more information about a bill payment listed on the statement, we must hear from you no later than 60 days after you received the FIRST statement on which the problem or error appeared. You must:

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as possible why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, in person, or by telephone, we may require that you send us your complaint or question in writing within ten (10) Business days after providing oral notification. We will tell you the results of our investigation within (10) business days after we hear from you, and will correct any error promptly. If we need more time, however; we may take up to 45 days to investigate the complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days for the amount you believe is in error, so that you may have the use of the funds during the time it takes us to

complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account.

If we determine there was no error, we will send you a written explanation within three (3) business days after we finish your investigation. You may ask for copies of documents, which we used in our investigation. We may revoke any provisional credit provided to you if we find that an error did not occur. You may ask for copies of the documentation that we used in our investigation.

Disclosure of Account Information to Third Parties. It is our general policy to treat your account information as confidential. However; we still disclose information to third parties about your account or the transfers you make only in following situations:

1. If we return transfers or payments made from your account which are drawn on insufficient funds or if we are unable to complete an electronic transfer or payment because of insufficient funds, or
2. Where it is necessary for completing transfers, or
3. In order to verify the existence and condition of your account to a third party, such as credit bureau or merchant, or
4. To a consumer reporting agency for quality assurance survey/research purposes only or
5. In order to comply with a governmental agency or court order, or
6. If you give us your written permission.
7. Charges or fees. As a participant in the Electronic Bill Payer Service, you will be charged a fee of \$0.35 per transaction. This fee will be charged to you on the first day of each month following the previous monthly transactions.

You agree to pay such fees and charges, and authorize the Service to charge your designated Payment Account for these amounts and any additional charges that may be included by you. Any fees associated with your share or loan accounts will continue to apply.

You are responsible for any and all telephone access fees or Internet service fees that may be assessed by your telephone and/or Internet Service Provider.

In the event a service transaction is returned and/or overdraws your payment account. In using the Service, you are requesting the system 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 (e.g., there are not sufficient 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. In these cases you agree that a non-sufficient funds (NSF) fee will be charged in accordance with the Credit Union's established and published service fees. Further, you also agree that a NSF fee may be charged to your account, even if the payment is not returned but is paid and overdraws your payment account.

By enrolling for and using this Electronic Bill Payer Service, you agree that the Credit Union has the right to collect funds from your share accounts as well as the available balance on your line of credit account, including credit card accounts (if applicable), or recover funds for all payments that have been requested

to be paid by you and your authorized user, this includes accounts on which you are the primary member-owner, as well as accounts on which you are the joint owner.

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 Credit Union Online Account Access System. Any use of the services after the service sends you a notice of change will constitute your agreement to such changes(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 Electronic Bill Payer programs, services, and/or related material and limit access to the Service's most recent revisions and updates.

Address Changes. You agree to promptly notify the Credit Union in writing of any address change. Changing your address on the Service does not automatically update your address of record at the Credit Union. Similarly, updating your address at the Credit Union does not automatically update the address on the Service.

Termination or Discontinuation. In the event you wish to discontinue the Service, you must contact the Credit Union within ten(10) days prior to the actual service discontinuation date. You must request the service discontinuation via the Electronic Bill Payer secure message system or by written correspondence sent via the mail. Written notice must be signed and sent to : District 6 Federal Credit Union, 107 Broadway, Hornell, NY 14843.

The 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.

Payee Limitations. The Service reserves the right to refuse to pay any person or entity to whom you may direct a payment. The Service is obligated to notify you promptly if it decides to refuse to pay a person or entity designated by you. This notification is not required if you attempt to pay tax or court-related payments or payments outside the fifty United States.

Information Authorization. Through your enrollment in the Electronic Bill Payer Service, you agree that the Credit Union reserves the right to request a credit agency report and/or review of your credit rating at its own expense through an authorized credit agency/bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a merchant or financial institution to resolve payment-posting problems.

Disputes. In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking at 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 communications between you 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 . 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-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.

Captions. The captions of Sections hereof are for convenience only and shall not control or affect the meaning of construction of any of the provisions for this Agreement.

Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of New York, United States of America, without regard to its conflicts of law's provisions.

District 6 Federal Credit Union

Bill Payer Authorization

I, _____, agree to the terms and conditions of the

District 6 Federal Credit Union Electronic Bill Payer Services Agreement, (located on the District 6 Federal Credit Union Web Site).

Name: _____

Address: _____

Email Address: _____

Phone Number: _____

Account Number: _____

Signature: _____

District 6 Federal Credit Union
107 Broadway
Hornell, NY 14843

Phone: 1-607324-8384
Fax: 1-607324-8581
Email: district6@district6fcu.com

<http://www.district6fcu.com>