

## **BILL PAY USER AGREEMENT**

The Bill Pay service (Bill Pay) of iTHINK Financial Credit Union allows our members to schedule bill payments through the Service. You may use this bill pay service to direct iTHINK Financial to make payments from your designated eligible account to the person or entity you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the online banking agreements, account agreements, disclosures and other documents governing your account.

Bill Pay service is available to online banking users. Online Banking users are generally personal and business account holders who only require an easy online access to view balances, make transfers, pay bills, and more.

The bill payment service is supported by the Credit Union and its affiliates and service providers. You agree that your use of this service permits the Credit Union, its affiliates and service providers to receive and share with one another the content of information necessary to provide this service to you. The Credit Union, its affiliates and service providers may communicate with you directly in order to provide you with this service. Communications may include but are not limited to emails, alerts, messages, texts, phone support, electronic documents and disclosures.

### Accessing Bill Pay Service

The bill payment service can be accessed through iTHINK Financial online banking at [www.ithinkfi.org](http://www.ithinkfi.org) or through the iTHINK Financial mobile banking application.

### Fees

There is no monthly service fee for the Bill Pay service. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Credit Union to deduct the fee amount from your eligible account, along with any additional charges that may be incurred by you. Fees for these services will be disclosed within the Bill Pay service and prior to their use.

Additional optional service fees are subject to change at any time. Certain fees may be waived or reduced based upon your Membership REWARDS level. For more information, please refer to a REWARDS brochure or Fee Schedule, available upon request, or on our website at [www.ithinkfi.org](http://www.ithinkfi.org).

### Eligible Payees

You are responsible for your bill pay management; including establishing a funding account for each payee, setting up payees, setting up bill presentment, and scheduling payments. Payments will be remitted (sent) on the date you schedule. A -payee- is the person or entity to which you wish a bill payment to be directed to. Eligible payees include persons or entities within the United States (including U.S. territories and APOs / AEOs). The Credit Union reserves the right to remove any payees that we determine to be ineligible for receiving payments through this service. You agree that any tax payments, court ordered payments, and government payments are discouraged, and you should not attempt to use this service for these types of payments. The Credit Union will not be liable for any claims or damages resulting from you scheduling payments to these types of payees through use of this Bill Pay service.

Payee information is the information that you provide for a bill payment to be made. By entering payee information (such as but not limited to payee name, address, account number), you authorize us to follow your payment instructions as provided. The Credit Union is not responsible for payments that cannot be made or are made to the incorrect party due to incomplete, incorrect, or outdated information. You may make Utility Payments to a local Government. However, you may not pay any type of Tax Payment or Tax Obligation with this service. Nor may you make payments outside of the United States. Do not use Bill Pay to pay your iTHINK Financial Real Estate or Consumer Loan, or VISA Credit Card obligations, use the " Funds Transfer" function within Online Banking.

### Bill Pay process

An eligible checking account is required to participate in the bill pay service. Savings or Money Market accounts are not eligible. Credit Union may change general limits at any time without notice unless otherwise required by applicable law. The Credit Union may also, at its discretion, modify or amend limits on a case-by-case, per member and per account basis. All transfer limits are subject to temporary reductions or restrictions to protect the security of member accounts and/or the transfer system.

You are able to schedule one-time or recurring payments through this service. The scheduled payments are either processed electronically or by check, depending upon the ability of the payee to receive these payments. Payments delivered electronically will include your payment information, including your account number, and is sent via secure transmission.

Payments delivered by paper checks are mailed via the U.S. Postal Service.

-Send on is the day that the service begins the process of making the payment.

-Delivery by date is the day that the payment is expected or estimated to be received by the payee.

-Business Day is defined as a calendar day other than Saturday or Sunday, or a Federally Observed holiday.

#### Cut Off Time

Payments must be scheduled before 4:00 p.m. Eastern Time to be effective for that business day. Payments scheduled after 4:00 PM ET will be processed the Next Business Day. Payments cannot be changed or canceled after 4:00 PM ET; the payee must be contacted directly for any payment adjustments needed in these circumstances. Business Days do not include Saturdays, Sundays, or Credit Union and Federal holidays.

#### Cancelling a Payment

A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date directly through the bill pay system. There is no fee for editing or canceling a payment that has not yet been processed. If you are unsuccessful in your attempt to edit or cancel a payment or if your attempt is after the cut-off time on the processing date, the payment will be made and you agree that you are responsible for the payment as originally authorized.

#### Stop Payments

After a payment has been remitted, but the check is still outstanding or not deposited by the payee, you may place a stop payment by notifying the Credit Union at 800.873.5100 or 561.982.4700. Stop Payments are not available on Electronic Payments. Stop Payments are available on Check Payments only. Fees for stop payments are applicable as outlined in your account agreement, online Credit Union agreement, and the schedule of fees of the Credit Union.

#### Available Funds

You agree to have sufficient funds available in your account at the time you request a payment. If there are not sufficient funds in your eligible account to make the payment(s) you have authorized, we may (but we are not obligated to) advance the funds to make payment to the payee. You agree to pay us promptly for any amounts that we have provided to fund any payment you have requested. If the payment is canceled, you will need to make a new payment arrangement. Overdrafts and any fees associated with this activity are governed by your account agreement and the schedule of fees of the Credit Union. You further agree that we may charge a service fee for any returned payment, including, but not limited to, returns resulting from insufficient funds in your account, the fact that your account is closed, or because you provided incorrect account or routing information to us.

#### Our Right to Refuse to Make Payments

You agree not to use the Bill Pay Service to make payments to payees outside the United States (a "Prohibited Payment") or that are a Specifically Designated National (SDN) or Sanctioned Country by the Office of Foreign Asset Control (OFAC). You further agree that the following payments should not be processed through bill pay service, and if they are processed they are done at your own risk: (i) tax payments to the Internal Revenue Service or any state or other government agency, (ii) court-ordered payments, such as alimony or child support, or (iii) payments to insurance companies. In the event one of these payments are processed through Bill Pay services, you agree that we will not have any responsibility for any negative impact to you and you will be responsible for collecting any overpayment we have forwarded. We may refuse to make any payment that we believe to be prohibited by law.

#### Consent to Electronic Communications

This is an electronic, Internet based-service. Therefore, you understand and agree that this Agreement will be entered into electronically, and that the following categories of information ("Communications") may be provided by electronic means:

1. This Agreement and any amendments, modifications or supplements to it.
2. Your records of any payment and other transactions through the Bill Pay Services, including without limitation payment histories and confirmations of individual transactions.
3. Any disclosures or notices provided in connection with the Bill Pay Services, including without limitation those required by federal or state law (including without limitation initial disclosures, periodic statements, periodic and annual error resolution notices, initial and annual privacy notices, opt-out notices, and change-in-terms notices.
4. Any member service communications, including without limitation communications with respect to claims of error or unauthorized use of the Bill Pay Services.
5. Any other communication related to the Bill Pay Services.

Although we reserve the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format will be considered to be "in writing." You should print a paper copy of this Agreement and any electronic Communication that is important to you and retain the copy for your records. If you do not wish to receive this Agreement or the communications electronically, you may not use the Bill Pay Services. If you have opened Bill Pay Services with us and you wish to withdraw your consent to have Communications provided in electronic form, you must close your Bill Pay Services as described in the Term and Termination section of this Agreement and stop using the Bill Pay Services. There are no fees to close your Bill Pay Services with us. You agree to promptly update your Bill Pay Services records with us if your email address or other information changes. You may update your Bill Pay Services records, such as your email address, as described in the Changes to Your Information section of this Agreement.

Communications may be posted on the Bill Pay Site or other website disclosed to you and/or delivered to the email address you provide. All electronic Communications will be deemed to have been received by you no later than five (5) Business Days after we send it to you by email or post the Communication on the Bill Pay Site, whether or not you have received the email or retrieved the Communication. An electronic Communication by email is considered to be sent at the time that it is directed by our email server to the appropriate email address. An electronic Communication by posting to the Bill Pay Site is considered to be sent at the time it is publicly available. You agree that these are reasonable procedures for sending and receiving electronic Communications.

#### Joint Owners

You may establish your account to use the Bill Pay Service with another party. An account having more than one owner is called a joint account. Each joint owner is bound by all the terms and conditions of this Agreement, and all references to "you" and "your" in the Agreement shall include all joint owners. Each joint owner agrees to be jointly and individually responsible for all charges and other obligations of any and all joint owners under this Agreement. Unless we are otherwise notified, in writing, by all owners of an account, each joint owner has full and independent authority to use the Bill Pay Service, the Bill Pay Site, and the Data as if they were the sole owner, and without the consent of or notice to any other joint owner.

Such powers include, without limitation, the authority to:

1. View all billing data and pay bills or other obligations of any joint owner;
2. Order the payment or transfer of funds from the funding account, whether or not such joint owner is an owner of the funding account;
3. Receive notices, confirmations, statements, demands and other communications concerning the Bill Pay Service for and on behalf of all owners;
4. Terminate, modify or waive any provision of this Agreement to the extent permitted herein;
5. Close the account at any time.

#### Service and Support

We have contracted with a non-affiliated third-party service provider, to offer this Bill Payment service. You understand that this service is not provided directly from the iTHINK Financial Credit Union.

#### Usage Limitations, Obligations and Availability

You agree that you will not provide access to the Bill Pay Services to any party other than yourself and other joint owners of your Bill Pay account, and you will take reasonable precautions to safeguard your password and keep it confidential. 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. You agree to use the Bill Pay Services and the Data only for lawful purposes. You are responsible to provide at your own expense all necessary telephone lines, Internet connection and equipment needed to access the Bill Pay Services. You must maintain the confidentiality of your assigned user name and password for the Bill Pay Services and you are responsible for all charges incurred under your user name and Access Identification (ID), unless otherwise provided under these terms. The availability of the Bill Pay Services, the Bill Pay Site and the Data may be subject to interruption and delay due to causes beyond our reasonable control.

#### Entire Agreement

These terms and any terms or rules disclosed in the Bill Pay Site regarding use of the Bill Pay Services are the entire understanding and agreement between you and us with respect to the Bill Pay Service and supersede any other oral or written agreements.

#### Limitation of Liability

IN NO EVENT WILL WE BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE BILL PAY SERVICE.

You must select the processing date for any payment, or specify a payment rule in the system that automatically selects this date for you, for each bill received. This date should be at least six (6) Business Days prior to the payment due date to ensure that there is enough time for the Biller to receive and post the payment to your account. As we cannot control the USPS or other aspects of the various systems and processes that together ensure that your payments get from us to your Billers, we cannot guarantee that any payment will be received by the payment due date, and we are not responsible for any costs, expenses or other damages you incur if your payment is not received by the Biller on or before the payment due date. However, if you have followed our rules, allowed us sufficient time to make the payment, and we have issued you a confirmation number for a payment, we will reimburse you for any late charge assessed to you because we did not send that payment, up to a maximum of \$50.00 per late payment, unless we are not responsible to you for one of the reasons listed below. We may require that you provide us with satisfactory written documentation of any late fee before making reimbursement to you.

We may set an expiration date (90 days) for any payment check we issue from our own account. If we do this, we may stop payment of the check if the payee does not cash the check on or before the expiration date. We will then notify you and issue a credit to your funding account for the check.

We are not responsible for any failure to complete or delay in completing any payment due to any of the following:

1. Your funding account does not contain sufficient funds to complete the payment or the charge is rejected or returned by your bank or financial institution.
2. Your funding account is closed.
3. You attempt to make a same day payment after 4:00 PM Eastern Time (ET), or on a Non-Business Day.
4. We identify you as a credit risk and choose to complete all your payments by paper means, or to terminate your use of the Services.
5. The payee rejects or returns the payment for any reason.
6. Your equipment, software or any communications link is not working properly.
7. The Bill Pay Service is down, and you know, or we have told you about the problem before you send the payment.
8. You have provided us with incorrect information about the payee you wish to pay.
9. The payee mishandles or delays handling or posting any payment we send.
10. Circumstances beyond our control (for example, fire, flood, interference from an outside source, postal delays) prevent or delay the transfer or payment from being completed.

We may set a maximum dollar amount for payment and/or refuse to permit any bill payment if we reasonably believe such refusal is necessary or advisable for security reasons. If we duplicate a payment or process a payment for the wrong amount, we will use our reasonable best efforts to recover your funds from the payee. However, if an overpayment causes a credit to your account with a payee, we may notify you of that fact and you will be responsible to make appropriate arrangements with the payee to receive a refund of the credit or have it applied against future balances. You will remain responsible to reimburse us for any funds we have paid on your behalf.

#### Indemnity

You agree to defend, indemnify and hold us harmless from and against any third-party claims, including any damages, costs, expenses and attorneys' fees arising out of your use of the Bill Pay Services or the Data.

#### Periodic Account Activity Statement

We will send you a monthly account activity statement. Your statement will include a summary of all your account activity and transactions for the preceding month (the "Periodic Account Statement"). You agree to promptly review each Periodic Account Statement and to notify us immediately if there are any suspected unauthorized payments or errors. If you believe your ID has been lost or stolen or someone is using your information without your permission notify us immediately in order to keep your losses down. You are responsible for all payments authorized from your account.

The following is our contact information: Telephone Number: 800.873.5100 or 561.982.4700

Email Address: serviceplus@ithinkfi.org

Mailing Address: iTHINK Financial Credit Union P. O. Box 5090, Boca Raton, FL 33431-0890

If your account statement shows payments through the Bill Pay Services that you did not authorize, notify us IMMEDIATELY. If you do not notify us within sixty (60) days after the statement was mailed to you, you may not get back any of the electronic funds transfers from your account after the close of this sixty (60) day period and before you notify us if we can prove that we could have prevented the unauthorized electronic funds transfers had you told us in time. If a good reason (for example, a hospital stay or a long trip) prevented you from telling us sooner, we may, if we choose, extend this time.

#### Amendment

The Credit Union has the right to modify or amend this agreement at any time by notice mailed to you at the last address on record for you, by posting notice in the branch locations of the Credit Union, or by posting electronically on the website of the Credit Union or within the bill payment service. We will comply with any notice requirements under applicable law for such changes. You agree that your continued use of this service after the posted notice constitutes your acceptance of the modifications and amendments.

#### Term and Termination

You may terminate (cancel) this Agreement at any time providing written notice of termination, that we may require you to contact the Credit Union via telephone 800.873.5100 or 561.982.4700 to arrange for account closing and to confirm your identity.

iTHINK Financial has the right to terminate this agreement at any time. The Credit Union may remove your access to the bill payment service and/or optional services without prior notice if you:

- Discontinue use of the service with inactivity for a period of six (6) months or longer
- Violate any terms or conditions of this or any other agreements governing your relationship with the Credit Union
- Use the bill payment service for unauthorized, unlawful, and/or illegal purposes and activities
- Close your eligible account(s)
- Excessive insufficient funds activities per the Credit Union discretion

If iTHINK Financial terminates your use of the bill payment and/or optional service(s), your online bill payment information will no longer be available to you and all pending payments will be cancelled.