

BILL PAY USER AGREEMENT

Please review the following terms and conditions before enrolling in the Bill Pay service.

Introduction

iTHINK Financial Credit Union, (“we”, “us,” “our”) and you are entering into this Agreement for us to provide you with access to our online bill delivery, payment and management services (the “*Bill Pay Services*”), our Bill Pay website (the “*Bill Pay Site*”), and our data (the “*Data*”) in consideration of the payment of the fees we charge and subject to the terms of this Agreement. In this Agreement, “*Biller*” means a third party whose billing statements you have requested us to present to you online under the terms of this Agreement, and “*Business Day*” means every Monday through Friday, excluding Federal Reserve holidays. Bill Pay is an Access Option to perform withdrawals or transfers on your account(s) by electronic technology. Your rights and responsibilities concerning your account(s) are covered by your Membership Disclosure and your Membership Fees Schedule document, our Privacy Disclosure.

Accessing Bill Pay Service

In order to access the Bill Pay website, you first must be enrolled in iTHINK Financial’s “*Online Banking.*” From our iTHINK Financial website at www.ithinkfi.org; login to Online Banking, and then click on the “*Bill Pay*” icon. Your Bill Pay website can be accessed from your Online Banking website or Mobile Banking App. In order to access the Bill Pay website, you must have an email address recorded on the Online Banking website. You can modify your email address on the Online Banking website, which will also update the email address used for notification on the Bill Pay website.

Method of Payment

When you sign up for the Bill Pay Services, you must designate a personal checking account with us as your default Bill Payment Account. If you own multiple checking accounts and wish to use them to make payments, you can contact us to add those accounts for you. We will make payments for you from the account you designate, either electronically, or using a paper draft drawn on your account. You agree to maintain a balance in your checking account that is sufficient to fund all payments you initiate. 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. You agree that if there are insufficient funds in your account, we may (but we are not obligated to) advance the funds to make payment to the payee. You agree to pay us promptly on our request for any amounts that we have provided to fund any payment you have requested.

Bill Pay Management

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.

Per Federal Regulations, a standard Checking account is required to participate in the Bill Pay service. Savings or Money Market accounts are not eligible. All payments are made in United States (U.S.) funds, and may not exceed \$10,000.00 per transaction; and \$20,000.00 aggregate transaction total per day. Upon request and approval, transaction limits may be modified for specific Members based on their historical usage and/or their

current available funds.

You may not make payments to Collection Agencies, Clearinghouses, or State, Federal or Local Government Agencies. 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 “*Transfer*” function within Online Banking instead, and select an “*Immediate*” or a “*Scheduled*” transfer, or contact us for further assistance. To initiate Automatic Repayment Transfers to a Credit Union Loan or Credit Card, from your Credit Union Checking or Savings, contact us at 800.873.5100 or 561.982.4700, or email loans@ithinkfi.org.

Stop Payments

After a scheduled payment has been remitted, but not yet paid from your account, you may stop payment by notifying the Credit Union at 800.873.5100 or 561.982.4700. However, we will continue to charge your funding account for other recurring payments until the expiration date you set for the payments or the date you cancel the recurring payments through the Bill Pay Service, whichever occurs sooner. A Stop Payment Fee may be charged to your account, if a Stop Payment or Check Copy Request was not due to a Credit Union error. This fee may be charged in addition to a Research Fee, charged for payment inquiries. Stop Payments are not available on Electronic Payments made by Electronic Funds Transfer (EFT). Stop Payments are available on Check Payments only.

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 (“*Restricted Payments*”) are discouraged, but may be scheduled 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 we make an error in processing a Restricted Payment, 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. The fact that we make a mistake in processing a Restricted Payment does not mean that we cannot collect from you or your account any funds we sent to the payee on your behalf. We will not notify you if you attempt to make a Prohibited Payment or a Restricted Payment and we will not be liable if we do not make a Prohibited Payment or a Restricted Payment. We may refuse to make any payment that we believe to be prohibited by law.

IF YOU FAIL TO MAINTAIN A BALANCE IN THE FUNDING ACCOUNT THAT IS SUFFICIENT TO FUND ANY PAYMENT THAT YOU INITIATE, WE MAY REFUSE TO MAKE ANY SUBSEQUENT PAYMENT FOR AS LONG AS WE DETERMINE TO BE NECESSARY OR APPROPRIATE OR WE MAY TERMINATE THIS AGREEMENT.

Payment Addresses

We reserve the right to change the address used for paper payments, without notification, in the following situations:

1. The information returned by our address cleansing process determines the format of the address does not

comply with the United States Postal Service (USPS) standards.

2. We have determined that the address provided is not a valid address for the Biller.
3. The Biller has closed the address, and provided us (via the USPS) with the new address.
4. We have established a relationship with the Biller to send payments to a different address than the one provided on the statement.
5. In all cases, we attempt to act in a way to expedite the proper posting of your payment.

Bill Pay Service Fees

Check Copy Fee	\$25.00, per occurrence
Expedited Overnight Payment Fee (Check/EFT)	\$9.95 / \$18.95, per occurrence
Nonsufficient/Uncollected Funds Fee (NSF)	\$32.00, per occurrence
Monthly Service Fee	No Fee
Overdraft Fee (From Share Account)	\$10.00, per occurrence
Overdraft Privilege Program Fee (ODP)	\$32.00, per occurrence
Remote Bill Scanning/Presentment Fee	\$1.00, per scan
Research Fee	\$25.00, per occurrence
Stop Payment Fee (Checks Only)	\$30.00, per occurrence
Transaction Fee	No Fee

Fees payable by you for use of Bill Pay will be calculated and deducted electronically from your account on a monthly basis. All fees are subject to change from time to time upon thirty (30) days' notice to you. 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.

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.

In order to access and retain Communications, you must have:

1. An Internet Browser that supports 256-bit encryption, such as Apple Safari Version 5 or newer, Google Chrome 31.0, Microsoft Internet Explorer (IE) 8.0, Mozilla Firefox (FF) 3.6 or above, Google Chrome Newest version, Opera Version 9 or later with Cookies and JavaScript enabled. Contact vendor for system requirements.
2. An Operating System (OS) that supports one of the Internet Browsers listed above, such as Microsoft Windows Vista SP2, 7 SP1 or 8.0, or Apple OS X Mavericks 10.9.
3. An email account with an Internet Service Provider (ISP) and any software required to send and receive emails.
4. A personal computer, mobile or tablet device, and telecommunications connections to the Internet capable of supporting the foregoing.
5. Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.
6. A printer that is capable of printing from your browser and email software.

Changes to Your Information

You agree to promptly notify us of changes in your contact information, including, but not limited to, name, physical address, email address and checking account information. We are not responsible for any mail we forward to your old mailing or email address prior to your notification.

Privacy

We do not sell individual Member names or nonpublic personal information to third parties, and have no intention of doing so in the future. Our official Privacy Disclosure is posted on our website. Subject to our official Privacy Disclosure, we may use, modify, and create new material using your bill content and other personal information only to provide the Bill Pay Service to you. By using the Bill Pay Service, you certify that you are the sole owner of your billing account information, or that you are authorized on behalf of all owners of the billing account information to authorize us to use the information for the purposes set out above.

We will only disclose information about you to third parties if:

1. It is necessary to complete a transaction;
2. It is necessary to verify the existence and condition of your deposit account;
3. It is necessary to comply with a governmental agency or court order;
4. It is permitted by law;
5. You give us your written permission; or
6. You ask us to assist with posting of a payment at a payee.

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.

Unless we are notified in writing by all owners of an account, we may:

1. Honor the orders and follow the instruction of any one joint owner, without liability to any other joint owner(s), and without any obligation to give notice to other joint owners, or to inquire whether such other owners consent;
2. Honor any payment order from a joint account owner even though it may create an overdraft in any account (and all joint owners are jointly and severally liable for repayment of overdrafts created by any joint owner);
3. Honor stop payment requests (including orders that no further payments be permitted from the account) from any joint owner, whether the original payment order was authorized by that owner or another joint owner; and
4. Treat any notice required or permitted to be given concerning the account as being given to all joint owners when such notice is given to any one joint owner.

Service and Support

We have contracted with Fidelity National Information Services (FIS), a non-affiliated third-party service provider, to offer this Bill Payment service. Although we have performed a great deal of due diligence in choosing our service provider, you understand that this service is not provided directly from the iTHINK Financial Credit Union. **For service and support of the Bill Payment product, please contact the Credit Union**

at 800.873.5100, 561.982.4700 or serviceplus@ithinkfi.org.

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.

Cut Off Time

Same Day payments must be scheduled on a Business Day by 4:00 PM Eastern Time (ET). 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.

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.

Changes to the Bill Pay Service and this Agreement

We reserve the right to change the Bill Pay Services and this Agreement, including fees, in our sole discretion and from time to time, without notice to you except as required by applicable law. If you do not agree to any amendments, you may stop using the Bill Pay Services and terminate this Agreement as described below. Your use of the Bill Pay Services after you are notified of any change will constitute your agreement to the change.

Term and Termination

You may terminate (cancel) this Agreement by providing us with at least thirty (30) days' prior written notice of termination, provided, however, 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. We may terminate this Agreement at any time upon notice to you, which may be delivered via email to your email address reflected in our records. In addition, if either party breaches a material provision of this Agreement, then the other party will have the right to terminate this Agreement immediately by giving notice to the party in breach. The termination of this Agreement shall not affect any fees or charges already due to us from you. Your bill pay account will be terminated due to inactivity if no bill is paid for a ninety (90) day period. If your account was terminated due to inactivity, you are eligible to re-establish a bill pay account.

Disclaimer of Warranty

YOU EXPRESSLY AGREE THAT USE OF THE BILL PAY SERVICE AND THE DATA IS AT YOUR SOLE RISK, AND THE BILL PAY SERVICES, THE BILL PAY SITE, AND THE DATA ARE PROVIDED “AS IS” WITH NO WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF AVAILABILITY, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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. OUR TOTAL, AGGREGATE LIABILITY TO YOU IS LIMITED TO THE AGGREGATE AMOUNT OF FEES YOU HAVE PAID FOR THE BILL PAY SERVICE DURING THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO YOUR CLAIM.

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.

THIS IS OUR ONLY OBLIGATION TO YOU FOR ANY PAYMENT DELAYS OR FAILURE. IN ADDITION, IF YOU DO NOT FOLLOW THESE RULES OR IF YOU DO NOT ALLOW US ENOUGH TIME TO COMPLETE A PAYMENT, YOU ALONE ARE RESPONSIBLE FOR ANY PENALTIES OR LATE CHARGES ON THAT PAYMENT.

We may set an expiration date 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 amount of 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.

PROCEDURES IF YOUR ACCESS ID HAS BEEN LOST, STOLEN, OR COMPROMISED OR THERE HAS BEEN UNAUTHORIZED USE OF YOUR ACCESS ID. IF YOU BELIEVE THAT YOUR ACCESS ID HAS BEEN LOST OR STOLEN, OR THAT SOMEONE IS USING YOUR ACCESS ID WITHOUT YOUR PERMISSION, NOTIFY US IMMEDIATELY IN ORDER TO KEEP YOUR POSSIBLE LOSSES DOWN. YOU ARE RESPONSIBLE FOR ALL PAPER PAYMENTS AUTHORIZED BY USE OF YOUR ACCESS ID.

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

Email Address: **serviceplus@ithinkfi.org**

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

If you notify us within two (2) Business Days after you learn of the loss or theft of your Access ID, your maximum liability for unauthorized electronic funds transfers is \$50.00. If you do NOT notify us within two (2) Business Days after you learn of the loss or theft of your Access ID, and we can prove that we could have prevented someone else from using your account had you done so, your maximum liability for unauthorized electronic funds transfers is \$500.00.

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.

An “*unauthorized electronic funds transfer*” is an electronic funds transfer conducted by a person who does not have actual, implied, or apparent authority to use your account, and which does not benefit you. If you give your Access ID to another person, all electronic funds transfers by that person are authorized unless and until you notify us that payments by that person are no longer authorized.

Error Resolution

In case of errors or questions about your electronic transfers, call 800.873.5100 or 561.982.4700 or write iTHINK Financial, Attn: Bill Pay Services, P. O. Box 5090, Boca Raton, FL 33431-0890, as soon as you can. If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, we must hear from you no later than sixty (60) days after we sent the **First** statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.
4. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days (twenty (20) business days if the transfer involved a Point of Sale (POS) transaction or a foreign initiated transfer) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days if the transfer involved a POS transaction or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this we will recredit your account within ten (10) business days (twenty (20) business days if the transfer involved a POS transaction or a foreign initiated transfer) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within ten (10) business days, we may not recredit your account.

If we decide there is no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.