

Quick Pay Loan Payment Service User Agreement

In these Terms and Conditions, the word “*Terms*” refers to the Terms and Conditions set forth in this agreement; “*Credit Union*” means iTHINK Financial Credit Union, “*you*” and “*your*” mean each and all of those who agree to be bound by these Terms and Conditions; “*Loan*” means your Credit Union loan account; and “*Funding Account*” means your account at an outside financial institution that you are authorizing us to initiate payments from that will be applied to your loan.

Our Quick Pay service is a way for Credit Union members to make payments to their Credit Union loans. Interest will continue to accrue and late charges may be assessed, if applicable, until final credit is given to your loan.

1. Acceptance of Terms and Conditions. These Terms cover the use of the Quick Pay loan payment service. By submitting a payment, you agree to the Terms set forth in this agreement, as well as the Online Banking terms and conditions. If you no longer wish to be bound by these Terms, you should discontinue your usage of this service.

2. Accessing Quick Pay Service. You can access this service directly from our website at ithinkfi.org; inside the Credit Union Online Banking system (login is not required); through the Credit Union Mobile Banking App; and inside the Credit Union Mobile Banking (login is required).

3. Method of Payments. You may choose one of the payment methods that are available to you:

a. **Internal Transfer:** Transfer a payment from an internal account to your loan account. Your accounts will display with available balances. Your payment/transfer will be posted immediately*. You can schedule recurring payments.

b. **External Transfer:** Transfer a payment from your non-Credit Union account via the Automated Clearing House (ACH) system. Ownership of your non-Credit Union account has to be verified, through Online/Mobile Banking Funds Transfers service. Your payment will be posted on the next business day if submitted before 3:00PM ET**. You can schedule recurring payments.

c. **eCheck:** Transfer a payment from your non-Credit Union account via the Automated Clearing House (ACH) system. Your non-Credit Union account will be instantly verified. If the account cannot be verified immediately, you will receive an email or text with the confirmation to submit the payment. Your payment will be posted on the same day if submitted before 4:00PM ET on a business day**. You can schedule recurring payments.

d. **Credit or Debit Card:** Your payment will be posted immediately*. American Express cards are not accepted. You can schedule recurring payments.

**For the purpose of this disclosure, “immediately” is defined as instant, up to 8:45PM ET. Payments processed after 8:45PM ET will be reflected in your account the next day, subject to any late fees that may apply.*

***For the purpose of this disclosure, a “Business Day” is defined as any day of the week, Monday through Friday, with the exception of Federal holidays.*

4. Service Limitations. This service is intended to allow users to conveniently make regularly scheduled loan payments. We may impose a limit on the dollar amount or amount of transactions allowed through this service.

5. Adding External Accounts to the Loan Quick Pay Service. Log into Online Banking, go to “*Funds Transfers*”, click on the “*External (eTransfers)*” tab to enroll in the service, then click on the “*Manage Accounts*” tab to add your External Accounts. Only accounts that you own should be added to this service. In the event that a Funding Account is found to have alternate owners than that of the loan, we may cancel the account or discontinue this service for that user. It is your responsibility to update your Funding Account information in the event that it changed.

6. Fees and Other Charges. You will be charged a Quick Pay Fee to make a debit or credit card payment to your loan. That charge will be disclosed to you at the time you submit your payment and will be charged in addition to your requested payment amount. You will also be charged a fee in the event that your payment is returned unpaid from your External Account as disclosed in your loan agreement. You may also be subject to a late charge as disclosed in your loan agreement. A convenience fee may apply when payment is completed by the Credit Union staff. Refer to a current Credit Union fee schedule and your loan disclosures for the applicable fee amounts.

You further agree that by your use of this service you are responsible for all fees, data charges, limitations, and/or restrictions that your financial institution and wireless service providers and/or wireless carriers may assess.

7. **Cancellation.** We may cancel your ability to use this service in the event of multiple failed payments or if your loan is delinquent. We reserve the right to cancel this service at any time, for any reason without notice to you.

8. **Notification and Confirmations.** A notification will be generated to you via email on the date your transaction begins to process for a recurring transaction or a scheduled future payment. Any notification or confirmation number provided via our site is not a guarantee your payment has posted to your loan. This is a confirmation that the payment will be attempted, as well as a tool for us to research specific payments that are generated through this service.

9. **Indemnification.** Credit Union will not be responsible for, and you expressly agree to indemnify, defend, and to hold the Credit Union, its affiliates, service providers, contractors and all of their directors, officers, employees, and agents harmless from, every claim, damage, loss, delay, cost; including, without limitation, attorney's fees; or liability which arises, directly or indirectly, in whole or in part any actions, omissions, negligence or breach of any agreement between you and iTHINK Financial Credit Union.

10. **Limitation of Liability.** You agree the Credit Union will not be liable for a failure to complete a transaction if, among other things:

- a. Through no fault of ours, your account does not contain enough money, or sufficient collected funds, to complete the transaction;
- b. If through no fault of ours, the other parties to the transaction fail to execute the transaction;
- c. Your account is frozen because of a court order or similar reason;
- d. Your account or card information has been reported lost or stolen;
- e. The occurrence of circumstances beyond our reasonable control including failure of electronic or mechanical equipment, telephone or internet disruptions, computer viruses, "*hacking*," unauthorized access, identity theft, delays in the banking system, whether, natural disasters, acts of terrorism, war, governmental restrictions and the like. In no event will we be liable for any indirect, incidental, consequential, special or punitive damages incurred by you arising out of a breach of this agreement by the Credit Union.

11. **Security.** You are solely responsible for the maintenance and operation of your computer or mobile device used to access the Quick Pay loan payment service. The Credit Union shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your systems. Notify our Call Center immediately at 800-873-5100 or serviceplus@ithinkfi.org, if you suspect unauthorized access.

12. **Contact Information.** By using this service, you give your consent for us to contact you regarding your usage of our Quick Pay loan payment service. This communication may be via U.S. Mail, email, text message or phone. It is your responsibility to notify the Credit Union if your contact information changes.

13. **Amendments.** We may make changes to these Terms from time to time. Continued use of the Quick Pay loan payment service will serve as your acknowledgement and acceptance of these Terms. Notification of changes will be given as required by law. You agree to receive electronic communications and disclosures regarding this service. Our current Terms will be posted on our website at [Credit Union.org](http://CreditUnion.org).

14. **Questions.** If you have any questions when using our Quick Pay service for your loan payments, you may contact us at 800-873-5100, serviceplus@ithinkfi.org, or to iTHINK Financial Credit Union P. O. Box 5090, Boca Raton, FL 33431-0890.