

## TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE

### SERVICE DEFINITIONS

"**Service**" means the Bill Payment Service offered by TruMark Financial Credit Union, through CheckFree Services Corporation.

"**Agreement**" means these Terms and Conditions of the bill payment service.

"**Payee**" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"**Payment Instruction**" is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number and Scheduled Payment Date).

"**Payment Account**" is the checking account from which bill payments will be debited.

"**Billing Account**" is the checking account from which all Service fees will be automatically debited.

"**Business Day**" is every Monday through Friday, excluding Federal Reserve holidays.

"**Scheduled Payment Date**" is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"**Due Date**" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

"**Scheduled Payment**" is a payment that has been scheduled through the Service but has not begun processing.

### PAYMENT SCHEDULING

Transactions begin processing four (4) Business Days prior to your Scheduled Payment Date. Therefore, the application will not permit you to select a Scheduled Payment Date less than four (4) Business Days from the current date. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

## **THE SERVICE GUARANTEE**

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

## **PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE**

By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
4. Circumstances beyond control of the Service (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 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 Payee 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 Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

## **PAYMENT METHODS**

The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.

## **PAYMENT CANCELLATION REQUESTS**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

## **BILL PAYMENT STOP PAYMENT REQUESTS**

You may cancel or edit a Scheduled Payment up until the time that payment processing begins. There is no charge for canceling or editing a Scheduled Payment. However, once the Service has begun processing a payment, it cannot be cancelled or edited and a stop payment request must be submitted. We must have a reasonable opportunity to act upon any stop payment request made after payment processing has begun. The ability of this Financial Institution and its Service Provider to process a stop payment on a Bill Payment request that is already in process will depend on the payment method and whether or not the payment has cleared.

If you need to place a stop payment request on any Bill Payment that has already been processed, you must contact us immediately.

We will make every effort to accommodate your request but we will have no liability for failing to do so unless the request is subject to the provisions contained in your depository account agreement or applicable law as it pertains to pre-authorized EFTs.

We may also require you to present your stop payment request in writing within fourteen (14) days from the date the request is made. The charge for each stop payment request will be the current charge for such service as set forth in our applicable fee schedule.

If we complete a stop payment request on your behalf, Bill Payment privileges may be suspended pending recovery of funds by our Service Provider(s).

## **PROHIBITED PAYMENTS**

Payments to Payees outside of the United States or its territories are prohibited through the Service.

## **EXCEPTION PAYMENTS**

Tax payments and court ordered payments may be scheduled through the Service; however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments.

The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, miss posted or misdirected payments will be the sole responsibility of you and not of the Service.

## **BILL DELIVERY AND PRESENTMENT**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

**Information provided to the Payee** - The Service is unable to update or change your personal information such as, but not limited to, name, address, and phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly.

Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

**Activation** - Upon activation of the electronic bill feature the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary

from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

**Notification** - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

**Cancellation of electronic bill notification** - The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

**Non-Delivery of electronic bill(s)** - You agree to hold the Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly. Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

## **EXCLUSIONS OF WARRANTIES**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **PASSWORD AND SECURITY**

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. 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. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 866-245-6243 during customer service hours.

## **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should

someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

## **ERRORS AND QUESTIONS**

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

1. Telephone us at 1-877-TRUMARK during customer service hours;
2. Contact us by using the application's e-messaging feature; and/or,
3. Write us at:

TruMark Financial Credit Union  
Customer Care  
335 Commerce Drive  
P.O. Box 8127  
Fort Washington, PA 19034

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,

Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

## **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;

4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

## **SERVICE FEES AND ADDITIONAL CHARGES**

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

## **FAILED OR RETURNED TRANSACTIONS**

In using the Service, you are requesting the Service 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 (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification,
3. a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
4. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
5. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
6. The Service is authorized to report the facts concerning the return to any credit reporting agency.

## **ALTERATIONS AND AMENDMENTS**

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 provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, 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 applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

## **ADDRESS OR BANKING CHANGES**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

## **SERVICE TERMINATION, CANCELLATION, OR SUSPENSION**

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us at 1-877-TRUMARK during customer service hours; and/or
2. Write us at:  
TruMark Financial Credit Union  
335 Commerce Drive  
P.O. Box 8127  
Fort Washington, PA 19034

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

## **PAYEE LIMITATION**

The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

## **RETURNED PAYMENTS**

In using the Service, you understand that Billers and/or the United States Postal Service may return Bill Payments to our Service Provider for various reasons such as, but not limited to,

Billers forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. Our Service Provider will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service of returned payments.

## **BILL PAYMENT INFORMATION AUTHORIZATION**

Requests for Bill Payment privileges may not be fulfilled if this Financial Institution and/or its Service Provider(s) cannot verify your identity and withdrawal authority over the specified accounts. Through your enrollment in the Bill Payment Service; you agree that this Financial Institution and its Service Providers reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that this Financial Institution and its Service Providers reserve the right to obtain financial information regarding your account from a Biller or your Financial Institution (for example, to resolve payment posting problems or for verification).

## **BILLER LIMITATION**

We reserve the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

## **FAILED TRANSACTIONS**

In using the Service, you are requesting us 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 (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse our Service Provider immediately upon demand the transaction amount that has been returned;

2. For any amount not reimbursed to the Service Provider within fifteen (15) days of the initial notification, a late charge may be assessed each month against unpaid amounts equal to 1.5% or the legal maximum, whichever rate is lower;
3. You will reimburse our Service Provider for any fees, it may incur in attempting to collect the amount of the return from you; and
4. Our Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

## **DISPUTES**

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to 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 other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

## **BILL PAYMENT ZASHPAY SM PERSONAL PAYMENTS SERVICE**

This feature is for scheduling at your option personal payments to individuals from your bill payment service using the ZashPay personal payments service. This agreement applies to your use of the Service and the portion of the site through which the Service is offered.

### **(A) Receipts and Transaction History**

You may view at least six months of your transaction history by logging into your account and looking at your account transaction history. You agree to review your transactions by this method instead of receiving receipts or periodic statements by mail.

### **(B) Prohibited Payments**

The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block and/or reverse such payments:

1. Payments to or from persons or entities located outside of the United States and its territories; and
2. Payments that violate any law, statute, ordinance or regulation; and
3. Payments that violate the Acceptable Use terms in Section C below; and
4. Payments related to: tobacco products, prescription drugs and devices, narcotics, steroids, controlled substances or other products that present a risk to consumer safety, drug paraphernalia, ammunition, firearms, or firearm parts or related accessories, weapons or knives regulated under applicable law, goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity, goods or services that are sexually oriented, goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime, goods or services that defame, abuse, harass or threaten others, goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent, or discourteous, goods or services that advertise, sell or solicit others, goods or services that use the Site for commercial purposes of any kind other than to facilitate a transaction on the ZashPay Service, goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; and
5. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
6. Payments relating to transactions that support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, are associated with purchases of real property, annuities, or lottery contracts, lay-away systems, off-shore banking

or transactions to finance or refinance debts funded by a credit card, are for the sale of items before the seller has control or possession of the item, are by payment processors to collect payments on behalf of merchants, constitute money-laundering or terrorist financing, are associated with the following “money service business” activities: the sale of traveler’s checks or money orders, currency dealers or exchanges or check cashing, or stored value, or provide credit repair or debt settlement services; and

7. involve airlines and scheduled or non-scheduled charters/jets/air taxi operators, collecting donations as a charity or non-profit organization, dealing in jewels, precious metals and stones, acting as a money transmitter or selling stored value cards; selling stocks, bonds, securities, options, futures (forex) or an investment interest in any entity or property, or providing escrow services, offering online dating services, providing file sharing services or access to newsgroups, or selling alcoholic beverages; and
8. Tax payments and court ordered payments. In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, misspotted or misdirected prohibited payments will be the sole responsibility of the Sender and not ours. We encourage you to provide notice to us by the methods described in section 25 below of any violations of this section or the Terms of Use generally.

#### (C) Acceptable Use

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our service providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: violate any law, statute, ordinance or regulation; promote hate, violence, racial intolerance, or the financial exploitation of a crime; defame, abuse, harass or threaten others; include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; impose an unreasonable or disproportionately large load on our infrastructure; facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without any prior written permission; constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in section 25 below of any violations of this section or the Terms of Use generally.

#### (D) Payment Authorization and Payment Remittance

1. By providing us names and/or telephone numbers and/or email addresses of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Service.
2. When we receive a Payment Instruction from you, you authorize us to debit your sending Transaction Account and remit funds on your behalf. You also authorize us to credit your receiving Transaction Account for payments returned to us from Receiversto whom you sent payment(s).
3. Receivers of payments who are not already registered for the Service will be invited to register. Once registered, you as a Receiver authorize us to credit your Transaction Account for payments remitted to you on behalf of a Sender without further approval from you. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you. If you do not register, then funds

will not be transferred to you from the Sender's Transaction Account, and the payment transaction will be cancelled.

4. We will use reasonable efforts to make all your payments properly. However, we shall incur no liability if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:
  - a. If, through no fault of ours, the Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account.
  - b. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
  - c. The payment is refused as described in section F below.
  - d. You as a Sender have not provided us with correct information, including but not limited to the correct Transaction Account information, or the correct name email address or phone number of the Receiver to whom you are sending a payment; and/or
  - e. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.
  
5. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Service (including but not limited to the name, telephone number and/or email address that the Sender enters for the Receiver to whom you are sending the payment), and for informing us as soon as possible if they become aware of that this information is inaccurate. Neither the Sender nor Receiver may use a P. O. Box as a postal address. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

#### (E) Payment Methods and Amounts

We may, at our sole discretion, impose limits on the amount of money you can send or receive through our Service. We also reserve the right to select the method which to remit funds on your behalf, and the method to return funds to you in the event that your Transaction Account is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic payment or an electronic to check payment.

#### (F) Payment Cancellation Requests and Refused Payments

Sender may cancel a payment at any time until it begins processing (as shown in the application). Payments not claimed will be automatically cancelled twelve (12) days after the payment is generated. When a Sender sends money, the Receiver is not required to accept it. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a payment made through the Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Transaction Account. If this is unsuccessful (for example, the Transaction Account has been closed) we will make reasonable attempts to mail you a paper check. If after sixty (60) days that check has not been cashed, we will stop payment on it and transfer funds to an "unclaimed funds" account, and will subsequently handle the unclaimed funds as required or otherwise permitted by applicable law.

#### (G) Stop Payment Requests

Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. Payments made electronically may not be stopped once they begin processing. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you as a Sender desire to stop any payment that has already been processed, you must contact customer care for the Service. Although we

will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

#### (H) Mobile Phone Users

Your phone service provider is not the provider of the Service. Users of the Service may receive SMS (short message service) messages relating to their payment such as invitations to register and other notices that they may request. In an invitation to register via SMS text message, we will send you a verification code which you will need to enter to direct your payment to your designated bank account. You will receive SMS messages related to your transactions from time to time. Data and messaging charges from your telecommunications provider may apply, and you are responsible for such charges.

In the event your enrolled mobile or cellular device is lost or stolen, you agree to update your information and make the appropriate changes to disable the use of such devices. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. If you have questions about mobile service, you may send a text message with the word "HELP" to this number: 699274. To stop receiving text messages on your mobile phone, text "STOP" to this number: 699274.

#### (I) Taxes

It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, remitting, and any taxes arising from any transaction.

#### (J) Service Fees and Additional Charges

Applicable fees will be disclosed in the user interface for the Service. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically usebased. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fee associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

#### (K) Refused Payments

We reserve the right to refuse to pay any Receiver. We will notify the Sender promptly if it decides to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

#### (L) Intellectual Property

"ZashPay" is a trademark of Fiserv, Inc. All other marks and logos related to the Service are either trademarks or registered trademarks us or our licensors. In addition, all ZashPay page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such

materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

#### (M) Links and Frames

Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

#### (N) Remedies for Breach

If we have reason to believe that you have engaged in any of the prohibited activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site, and/or use of the Service for any reason and at any time.

#### (O) Disputes

In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between us and you, which supersedes any proposal or prior agreement, oral or written, and any other communications between us and you relating to the subject matter of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of this Agreement will prevail.

#### (P) Arbitration

For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not

be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and the judgment there may be entered in any court of competent jurisdiction. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration.

## **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 parties.

## **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 or construction of any of the provisions of this Agreement.

## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions. 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 DAMAGES; 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.

## **Privacy Policy**

At CheckFree Services Corporation, a subsidiary of Fiserv Solutions, Inc. ("CheckFree"), we know privacy is important to you. It is also vital to our business. This Privacy Policy describes the types of "Personal Information" (Information that is identifiable to a particular person) that we collect in connection with products and services offered through the website at <https://cfbillpay41.digitalinsight.com> (the "Site"), and explains how we safeguard your privacy as a user of those products and services. For more details on what your rights and obligations are when using the products and services offered on the Site, please refer to the Terms & Conditions found on the Site.

## **Coverage**

CheckFree offers many products and services, some of which are available through other organizations such as banks, credit unions, brokerage firms, Internet portals and others. This Privacy Policy applies only to electronic billing, electronic payment, and other products and services offered by CheckFree through the Site. CheckFree products and services offered through other organizations comply with the Privacy Policies of those organizations.

### **What Types of Personal Information We Collect**

The Personal Information that CheckFree collects from or about you may include: Contact Information such as name, postal address, and email address; Account numbers and other information on bills you would like to view online; Information about bank checking accounts and

credit card accounts, if you decide to make payments from those accounts through the Site; Information maintained about you by consumer reporting agencies, including credit bureaus; and Information to help verify your identity and authenticate your access to your information, products and services at the Site, including a password, secret question and secret answer.

### **How We Collect Your Information**

CheckFree may collect Personal Information about you from the following sources: Your enrollment applications, or similar forms; Your use of the Site and the products and services offered through it including data transmitted to CheckFree through cell phones and other mobile devices; Companies that provide content, such as electronic bills, to the Site, or that use CheckFree's electronic billing and/or electronic payment services at their sites; Consumer reporting agencies; and Other sources, as allowed by law.

### **Cookies and Other Related Issues**

When you visit the Site, we receive certain standard information that your browser sends to every website you visit, such as your IP address, browser type and language, access times and referring website addresses. This data does not identify you uniquely. However, it is used to assist in "authenticating" who you are when you access the Site.

We may also receive additional information about your visit to the Site, including the pages you view, the links you click and other actions you take in connection with the Site and the products and services offered through it. This data is used to make the site design more efficient.

Like most websites, the Site also uses "cookies," which are small text files placed on your computer by the web server when you visit the Site. Most such cookies are "session" cookies that are only used for a specific period during which you are on the Site (such as when you are going through the authentication process or using web chat), but a few are "persistent" cookies that stay on your hard drive and are read by the web server when you return to the site. The Site uses cookies to store your preferences and other information on your computer in order to save you time by eliminating the need to repeatedly enter the same information and to display your personalized content on your later visits to the Site. Cookies cannot and will not be used to deliver or run programs on your computer. Most web browsers automatically accept cookies, but you can modify your browser setting to decline cookies if you prefer. However, if you choose to decline cookies, you will not be able to sign in or use other interactive features of the Site that depend on cookies.

### **How We May Use and Disclose Your Personal Information**

CheckFree treats your Personal Information as confidential. CheckFree does not sell or rent your Personal Information. CheckFree does not share your Personal Information in a manner that differs from what is described in this Privacy Policy without your prior consent. We may use and disclose your Personal Information for the following purposes, including limited disclosures to nonaffiliated third-party service providers performing services on our behalf, and to certain other nonaffiliated entities as described below:

To complete transactions and render products and services authorized by you (such as sharing the information with an electric company or other biller as necessary to allow the biller to authenticate you, to pay a bill, and to send messages to you related to the authorized products and services); to send you information about additional products and services that have been or will be offered through the Site by CheckFree and others; although you may opt out of receiving commercial email marketing messages from CheckFree by following the opt-out processes described in those messages; To perform fraud screening, to verify your identity, determine your credit history, collect on accounts, furnish delinquent account information to credit reporting agencies, and verify the information contained in your account (such as sharing information with a credit reporting agency during the account enrollment process); To comply with laws and regulations, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend CheckFree from claims, and to protect CheckFree's rights and property, and as otherwise permitted by applicable law; and As otherwise authorized by you.

### **Access to Your Information**

You may review and update the Personal Information maintained about you in the "My Profile" section of the Site at any time to ensure that it is accurate and up-to-date.

### **How We Keep Your Information Secure**

To ensure that your Personal Information remains confidential, CheckFree uses Secure Sockets Layer (SSL) technology to transmit and receive your Personal Information in an encrypted form. Additionally, we maintain physical, electronic, and procedural safeguards to help prevent unauthorized access to your Personal Information. We update and test our technology frequently to improve these protections and to ensure the integrity of your Personal Information. CheckFree has policies and procedures that limit employee access to your personal Information to those with a business reason to have such information.

We educate our employees about the importance of confidentiality and customer privacy, and we take appropriate disciplinary measures to enforce our privacy practices.

### **Protection for Former Customers**

We treat the Personal Information of our former customers with the same care and respect as that of our current customers.

### **Compliance with Applicable Laws**

CheckFree complies with applicable laws and regulations pertaining to information about you, including U.S. federal laws pertaining to "nonpublic personal information" and "consumer report information." CheckFree uses and discloses those types of information only as permitted by applicable law and described in this Privacy Policy.

### **Keeping Up to Date with Our Privacy Policy**

The most current Privacy Policy is kept posted on the Site. For a printed copy of the most current Privacy Policy you may contact us by mail, by telephone, or by e-mail at the addresses listed below.

### **Contacting Us**

At CheckFree, your privacy and the protection of your Personal Information are central to our business. Our products and services are developed with your privacy and security as a priority. If you have any questions about this Privacy Policy, please contact us in one of the following ways:

#### **In writing:**

CheckFree Services Corporation  
ATTN: Privacy Management  
4411 East Jones Bridge Road  
Norcross, GA 30092  
E-mail: [privacy@customercenter.net](mailto:privacy@customercenter.net)  
Telephone number: 1-877-238-7277  
Effective Date: 1/25/2012