



Bill Pay Agreement

This Agreement informs you of your rights and responsibilities concerning the Online Bill Payment Services offered to you by LGE Community Credit Union ("Credit Union"). In this Agreement, the words "you" and "your" mean those who submit a Bill Payment Service authorization form and any authorized users. The word "account" means any one or more share accounts you have with the Credit Union. By submitting the online acceptance below, you agree to the following terms governing your and our rights and responsibilities concerning the Bill Payment electronic funds transfer services. Electronic funds transfers ("EFTs") are electronically initiated Bill Payment transactions involving your Credit Union deposit accounts. Other agreements you have entered into with the Credit Union, including your Membership and Account Agreement, and Online Banking Agreement & Electronic Consent, as amended from time to time, are incorporated by reference and made a part of this Agreement.

Upon approval, you may use your personal computer or compatible electronic device with an appropriate browser to access your accounts. Services are accessible through Online Banking seven (7) days a week, 24 hours a day. However, from time to time, some or all of the Credit Union's Bill Pay services may not be available due to system maintenance. You are responsible for the installation, maintenance, and operation of your selected electronic device. The Credit Union will not be responsible for any errors or failures involving any telephone service or electronic device.

Service Definitions

"Service" means the Online Banking Bill Pay service offered by LGE Community Credit Union ("Credit Union").

"Agreement" means this Bill Pay Agreement & Disclosure.

"Biller" 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 through the Service to the Credit Union for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller 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, if any, will be automatically debited.

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

"Scheduled Payment Date" is the day you want your Biller 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 Biller 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

It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You are responsible for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization.

The Service Guarantee

Due to circumstances beyond the control of the credit union, particularly delays in handling and posting payments by billers or financial institutions, some transactions may take longer to be credited to your account.

Payment Authorization and Payment Remittance

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

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

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

- If, through no fault of the Credit Union, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- The payment processing center is not working properly and you know or have been advised about the malfunction before you execute the transaction;
- You have not provided the Credit Union with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
- Circumstances beyond control of the Credit Union (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Credit Union has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Credit Union 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 Biller which does not comply with your Payment Instructions, the Credit Union shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

Payment Methods

The Credit union reserves the right to select the method in which to remit funds through the Service on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

Payment Limits. We may establish limits on the dollar amount and/or number of items from time to time through Bill Pay. Limits may be changed at any time at our discretion. If you attempt to initiate a payment in excess of these limits, we may reject your payment. If we permit you to make a payment in excess of these limits, such payment will still be subject to the terms of this Agreement, and we will not be obligated to allow such payment at other times. There is no daily or monthly statement cycle limit on the number of payments, as long as the respective dollar limits are not exceeded.

Payment Cancellation Requests

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

Stop Payment Requests

The Credit Union's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Credit Union may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed through the Service. If you desire to stop any payment that has already been processed through the Service, you must contact member service. Although the Credit Union will make every effort to accommodate your request, the Credit Union will have no liability for failing to do so. The Credit Union 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.

Prohibited Payments

Payments to Billers outside of the United States or its territories are prohibited through the Service. It is unlawful to use this system to transfer money to any person or organization listed in the Office of Foreign Asset Control's Specially Designated Nationals list.

You agree that illegal use of any financial service will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at LGE's discretion. You further agree, should illegal use occur, to waive the right to sue LGE for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold LGE harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.

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 Credit Union be liable for any claims or damages resulting from you are scheduling of these types of payments through the Service. 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 Credit Union 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 Credit Union.

Bill Delivery and Presentment

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers 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 Biller. The Credit Union is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. You agree the Credit Union may, at the request of the Biller, provide to the Biller your email-address, service address, or other data specifically requested by the biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about any Service or bill information.

Activation. Upon activation of the electronic bill feature of the Service, the Credit Union may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to Obtain Bill Data. Your activation of the electronic bill feature for a Biller shall be deemed by the credit union to be your authorization for the credit union to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide the credit union with your user name and password for that Biller. By providing the Credit Union with such information, you authorize the credit union to use the information to obtain your bill data.

Notification. The Credit Union will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Credit Union may send an e-mail notification to the e-mail 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 Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification. The electronic Biller 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 Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Credit Union will notify your electronic Biller(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 Credit Union will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill. You agree to hold the Credit Union harmless should the Biller 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 Biller directly.

Accuracy and dispute of electronic bill. The Credit Union is not responsible for the accuracy of your electronic bill(s). The Credit Union is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly. This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

Errors and Questions

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

- Telephone the Credit Union at 770-424-0060 during member service hours;
- Contact the Credit Union in Online Banking by using the “Contact Center” widget;
- Email the Credit Union at: ASCCMailbox@lgeccu.org; and/or,
- Write the Credit Union at:
Attn: Account Services Contact Center
LGE Community Credit Union
PO Box 1188
Marietta, GA 30061

Failed or Returned Transactions

In using the Service, you are requesting the Credit Union 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 Credit Union. In such case, you agree that:

- You will reimburse the Credit Union immediately upon demand the transaction amount that has been returned to the Service;
- You will reimburse the Credit Union for any fees imposed as a result of the return;
- You will reimburse the Credit Union for any fees it incurs in attempting to collect the amount of the return from you; and,
- The Credit Union is authorized to report the facts concerning the return to any credit-reporting agency.

Service Fees and Additional Charges

Fees applicable to the Service are set forth in the Schedule of Fees. You authorize us to deduct any such fees from any Credit Union account in your name. You are responsible for any electronic access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

Alterations and Amendments

This Agreement, applicable fees, and service charges may be altered or amended by the Credit Union from time to time. In such event, the Credit Union shall provide notice to you where we are required to provide you under applicable Federal and State statutes and their implementing regulations, as amended from time to time. Any use of the Service after the Credit Union provides you a notice of change will constitute your agreement to such change(s). Further, the Credit Union 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 Credit Union 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.

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. The Credit Union 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 Online Banking, or you may contact member service via one of the following:

1. Telephone the Credit Union at 770-424-0060 during member service hours;
2. Contact the Credit Union in Online Banking by using the "Contact Center" widget;
3. Email the Credit Union at: ASCCMailbox@lgeccu.org; and/or,
4. Write the Credit Union at:
LGE Community Credit Union
PO Box 1188
Marietta, GA 30061

Any payment(s) the Credit Union have already processed before the requested cancellation date will be completed. No Scheduled Payments including recurring payments will be processed once the Service is cancelled. The Credit Union may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Biller Limitation

The Credit Union reserves 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.

Reg D Transaction Limitations

During any calendar month, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized, automatic, telephonic, online banking, or audio response transfer or instruction from your Savings and/or Money Market account. Examples of a preauthorized transfer include any arrangement with the Credit Union to pay a third party from your account upon oral or written orders, including orders received through ACH and Web Bill Pay. We will reject transactions, which exceed the above limit. If excessive transactions continue to occur, we reserve the right to close your account.

Returned Payments

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Credit Union for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Credit Union 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.

Information Authorization

Your enrollment in the Service may not be fulfilled if the Credit Union cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Credit Union and its service provider reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Credit Union and its service provider may obtain

financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

Other General Terms

In addition to this Agreement, you agree to be bound by and will comply with all terms and conditions applicable to your relationship with LGE Community Credit Union, as described in your Membership and Account Agreement, and Online Banking Agreement and Electronic Disclosure, as amended from time to time, are incorporated by reference and made a part of this Agreement with prior receipt of which you acknowledge.

Severability. In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

Enforcement. You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the state of Georgia as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Georgia law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.