

North Georgia Credit Union
Bill Pay Agreement & Disclosure

Welcome to Paytraxx Bill Pay Service. Bill Pay is an optional service that may be added to the financial institution's Internet Banking Service. Use of the Bill Pay Service indicates acceptance of terms and conditions set forth in the Internet Banking Agreement & Disclosure and the terms and conditions set forth in this Bill Pay Agreement & Disclosure as each may be jointly and/or independently amended from time to time. This Agreement is provided in electronic form, and by using the Bill Pay Service you agree to accept the Agreement in that form. Please read the Agreement carefully because it is our legal agreement with you that governs your use of our Bill Pay Service.

1. INTRODUCTION

Through Internet Banking you may subscribe to our optional Paytraxx Bill Pay Service. The Bill Pay Service allows you to schedule payments through the Internet for current, future, and recurring bills from your checking account with us.

You may use our Bill Pay Service ("Bill Pay") to direct us to make payments from your designated checking account to the Payees you choose in accordance with this Agreement. The terms and conditions of this Agreement are in addition to the agreements, disclosures and other documents in effect from time to time governing your deposit account with us, including the Deposit Account Agreement & Disclosure ("Deposit Agreement"), and the Internet Banking Agreement & Disclosure.

"Bill Pay" and/or "Service" means Paytraxx Bill Pay Service. "You" or "your" means each person who is authorized to use the Service. "Financial institution", "we", "our", or "us" means North Georgia Credit Union. "Account" means the deposit account you designate to process Bill Pay transaction through. "Payee" means anyone you designate and we accept as a payee. "Merchant" means a payee. "Payment" means your remittance to a payee.

2. REQUIREMENTS & RESTRICTIONS

Requirements: Bill Pay is intended for use only by individuals and sole proprietors. To subscribe to the Bill Pay Service, you must designate a specific deposit account to process your Bill Pay transaction through. The account you designate for this purpose must be in good standing with us in accordance with our criteria.

Restrictions: Bill Pay is intended for use only by individuals and sole proprietors. Other types of legal entities (partnerships, LLCs, corporations) are not permitted to use the Bill Pay service. We will not permit you to use a money market or savings account as your designated Bill Pay account because federal regulations require us to limit the number and types of transfers from money market and savings deposit accounts, and therefore would not be conducive to the intended purpose of the Bill Pay Service.

Account holders that require two (2) or more signatures for withdrawal purposes will be unable to access the Bill Payment service.

3. **PAYEE DESIGNATION**

You can use the Bill Pay Service to make payments to almost any Payee you want including individuals, local service providers, utilities, credit cards, or to make mortgage or loan payments, or charitable donations, etc.

To make payments, a list of payees must be added to your personal Merchant Accounts list that includes the payee's/ merchant's name, address, phone number and your account number with the merchant. A merchant is defined as anybody (company or individual) to whom you want to send money. You may also give the merchant a "User Specified Account Name", which is only for your use and is not provided to the merchant.

By furnishing us with the names of your Payees (merchants and/or individuals) and their addresses, you give us authorization to follow the payment instructions, which you provide to us. When we receive a payment instruction for the current date or a future date, we will remit the funds to the Payee on your behalf from the funds in your designated account, on the day you have instructed them to be sent (Payment Date). We are not obligated to pay funds from your account if the available account balance is insufficient to cover the payment, unless your account has overdraft protection in an amount sufficient to cover the payment. Funds for ALL bill payments, whether paid electronically or by check, will be withdrawn on the day the payment is scheduled to be **SENT** to the Payee. To add a merchant to your Merchant Accounts list, go to the Merchant Accounts screen and click the "Add Merchant" button. Key the Merchant's information into the appropriate fields, make sure that all information is correct and click "OK". We are not responsible if a payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a merchant, or if you attempt to pay a merchant that is not on your Merchant Accounts list.

We reserve the right to refuse the designation of a merchant for any reason. Please set up (designate) Merchants in accordance with the following guidelines:

- The Merchant must be located in the United States;
- Payments may not be remitted to tax authorities or government and collection agencies;
- Payments may not be remitted to security companies such as Ameritrade for stock purchases or trade taxing authorities; and
- Court directed payments are not permitted (e.g. alimony, child support, or other legal debts).

4. **MAKING / SCHEDULING PAYMENTS**

Payments can be made for one-time-only or recurring for as many times as you specify for up to 10 years. First-time payments cannot be scheduled more than 18 months in advance.

Payments are processed Monday through Friday at 2PM Eastern Time, except on Federal holidays. If you attempt to schedule a payment on a weekend or Federal holiday, you will be prompted to select a different date, or the payment will be processed on the preceding business day if it is an auto recurring payment. The payment method may be electronic or by check. The first Payment to a Merchant must be scheduled at least five (5) business days prior to the due date for each bill payment (recurring or variable) to allow adequate time for the payment to reach the Payee. The due date is the date the Merchant has set for payment, and should not be adjusted for any grace period or late date accommodations the Merchant may provide. Once the Service has been notified whether a Merchant accepts electronic payments or requires a paper check, after making the first Payment to that Merchant, the Service will display a message indicating that the

Merchant requires either a two (2) day lead time for an electronic payment, or a five (5) day lead time if a paper check sent by regular mail is required.

Any Payments made with Bill Pay require sufficient time for your Payee to credit your account with them properly. To avoid incurring a finance charge or other charge, you must schedule a Payment sufficiently in advance of the due date of your Payment. If you fail to schedule your Payment according to the recommended timeframe, we will not be responsible for the late fees or finance charges. We will not be responsible for any charges imposed or any other action taken by a Payee resulting from a Payment that you have not scheduled properly, including any applicable finance charges or late fees. Paper checks are mailed to the address you supply. The Credit Union will not be responsible for processing incorrect information, which is supplied by you through Bill Pay, or for failure of the Payment to process due to incorrect information. In addition, we will not be liable if any third party, through whom any Payment is made, fails to properly transmit the Payment to the intended Payee. We will also not be liable if there are insufficient funds or credit availability in your designated Payment Account or overdraft protection plan, if a legal order prohibits us from conducting withdrawals to the Payment Account, if there is a hold on the Account for uncollected funds or any other valid reason for hold, if the Payment Account is frozen or closed, or if any part of the electronic funds transfer system is not working properly. We will not be liable for indirect, special, or consequential damages due to the use of Bill Pay.

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all Payments requested, as well as any other payment obligations you have to us. We reserve the right, without liability, to reject or reverse a Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in your designated account and we have not exercised our right to reverse or reject a Payment, you agree to pay for such payment obligations on demand.

You further agree that we, at our option, may charge any of your accounts with us to cover such payment obligations. Any Payment can be changed or canceled, provided you access the Service prior to the cut-off time on the business day the Payment is going to be processed.

5. STOP, CHANGE OR DELETE PAYMENTS

You have the right to change, or delete any scheduled Payment **prior** to the Payment Date. We shall not be liable to you due to a stop payment request if your order to do so is not presented prior to the time the check has cleared. Once the Payment has cleared, you can no longer stop payment.

6. PAYMENT GUARANTEE

If all Payment guidelines were followed and a payment is still posted late to your account with a merchant resulting in a late fee, at our discretion, we will make an attempt to have the Merchant waive the late fees. If the Merchant is unwilling to waive late fees, up to \$50 in late fees assessed by the Merchant will be covered by us. However, due to factors beyond our control such as the U.S. Mail and payment processing at the Merchant, it is not guaranteed that a Payment will post on the fifth business day (or second, if issued electronically). It is imperative to note that Merchant grace periods are not taken into consideration, and if adequate lead time prior to the payment due date was not allowed by you in scheduling the Payment, this Guarantee is void.

NOTE: If the Merchant is not willing to discuss late fees or status of the account with us, you will be notified and advised that the Merchant requires your authorization before further discussions can occur between us and the Merchant.

7. LIABILITY

You are solely responsible for controlling the safekeeping of and access to your Bill Pay information. You are liable for all transactions you make, or that you authorize another person to make, even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify us and arrange to change your Internet Banking login password. In the event that you have experienced unauthorized access to our Bill Pay, you must notify us of the unauthorized access, identify any Payments made or potential Payments scheduled, and arrange to change your login information. Notifications must be made in writing to the address provided in Section 8 of this Agreement.

You will be responsible for any Payment request you make that contains an error or is a duplicate of another Payment. We are not responsible for a Payment that is not made if you did not properly follow the instructions for making the Payment. We are not liable for any failure to make a Payment if you fail to promptly notify us after you learn that you have not received credit from a Payee for a Payment. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the our agent.

In any event, we will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if we have knowledge of the possibility of them. We are not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control.

8. AGREEMENT ASSIGNMENT, AMENDMENT AND TERMINATION

We may assign this Agreement to any affiliate, parent or other company. We may also assign or delegate certain of its rights and responsibilities under this Agreement to such third parties as we may elect upon notice to you whereupon we shall be released from any and all further liability or responsibility related thereto.

We reserve the right to amend or cancel any of the provisions of this Agreement, including changes to any fees, costs, or assessments. We may amend or cancel any provision or charge by disclosing the change electronically, and, at our option, by sending you notification in addition thereto. We will provide notice of thirty (30) days of any changes (or such lesser period as may be allowed by applicable law) unless an immediate change is necessary to maintain the security of the system. You may choose to accept or decline amendments, cancellations or changes by continuing or discontinuing the accounts or services to which these changes relate, at your option. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations.

We reserve the right to terminate your use of Bill Pay at any time. If, for any reason, you should want to terminate your use of our Bill Pay Service, we recommend that you cancel all future bill payments and transfers at the same time you terminate the Service, either by deleting the payments yourself or by contacting the Credit Union as stipulated below. This will ensure that future payments and transfers made by you will not be duplicated. We will delete all outstanding payments and transfers (both one-time and recurring), once we have been notified that your

Service has been terminated. We will continue to maintain your deposit accounts unless you notify us otherwise. Any account holder may terminate the Bill Payment Service.

Should you opt to discontinue any of the accounts or services to which this Agreement pertains, written notice must be provided to us immediately at the following address:

North Georgia Credit Union
P.O. Box 280
Toccoa, GA 30577
706-886-1441

We are not responsible for any fixed payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any and all Payments made by us on your behalf through the Bill Pay Service.