

This Electronic Funds Transfer Agreement and Disclosure ("Agreement") is the contract which governs the rights and responsibilities of both parties regarding electronic funds transfer services offered by us. "Account" means any one or more of your savings, money market, and checking account(s) you have with us. Electronic funds transfers are electronically-initiated transfers of money from or to your account through the various services described below. By signing an application or account card for EFT services, or by accessing any service, you agree to the terms and conditions in this Agreement, and amendments thereto, and any other agreements that may govern your accounts. We may refuse any transaction which would draw upon insufficient funds, lower an account below any required minimum balance, exceed a credit limit, or otherwise require us to increase our required reserve on an account.

**Suspension of electronic services and access to share or deposit accounts.** Subject to applicable law, we may suspend some or all electronic services and access to your checking or other account(s) if you become delinquent on any of your loan or deposit obligations to us, you cause a loss to us or if we suspect or you attempt to defraud the Credit Union by means of false or fraudulent representation. We shall not be liable to you in any regard in connection with such suspension of services.

**TYPES OF ELECTRONIC FUND TRANSFER SERVICES.** The following describes the services, if approved, that are available, and some limitations that apply:

1. **Visa Savings Only Debit Card.** You may use your Visa Savings Only Debit Card and PIN (Personal Identification Number) to:

- Withdraw funds from your savings and checking accounts.
- Make deposits to your savings and checking accounts.
- Transfer funds between your savings and checking accounts whenever you request.
- Obtain balance information on your savings and checking accounts.

Limitations. The following limitations will apply to your Visa Savings Only Debit Card:

- The maximum dollar amount of cash withdrawals per day is \$510.00. Sufficient funds must be available to make any withdrawal. There is no limit to the number of cash withdrawals you may make in one (1) day.
- The Visa Savings Only Debit Card is not a credit card. You cannot use your Visa Savings Only Debit Card for point-of-sale transactions, merchant signature transactions or signature cash advances.
- For security reasons, there are other limitations to frequency and number of transfers you may make at ATMs.
- Additional limitations are set forth in the WITHDRAWAL LIMITATIONS provision contained herein.

2. **Visa Debit Card.** Your Visa Debit Card will be enrolled in a service that automatically updates your card number and expiration date when it changes. Please note, not all merchants participate in this service, so it's a good idea to check your accounts to ensure recurring payments continue without any interruptions.

Your Visa Debit Card and PIN can be used for all the functions outlined above in the Visa Savings Only Debit Card section. Additionally, you may also:

- Withdraw funds from your savings and checking accounts.
- Make deposits to your savings and checking accounts.
- Transfer funds between your savings and checking accounts whenever you request.
- Obtain balance information on your savings and checking accounts.
- Make POS (Point of Sale) transactions to purchase goods or services at POS terminals that have the Visa logo.
- Pay for purchases at places that have agreed to accept the Card.
- Pay bills or make other transactions on Non-Visa Networks without a PIN\*
- Order goods or services by mail, telephone, or via the Internet from places that accept the Card.
- Make cash withdrawals in foreign countries and in foreign currencies where the card is accepted.

\*Non-Visa PIN-less transactions will not be processed as Visa transactions and therefore will not include Visa's zero liability or chargeback and dispute resolution benefits. Additionally, provisions of this agreement relating only to Visa transactions are not applicable to non-Visa and PIN-less debit transactions.

Limitations. The following daily limitations may apply to your Card:

Membership Type	Credit (Signature) Limit	Debit (PIN) Limit	ATM Limit
Teen – Ages 12-17	\$500.00	\$510.00	\$510.00
General	\$3,500.00	\$1,500.00	\$1,010.00
Simple	\$1,010.00	\$310.00	\$310.00
Savings	\$0.00	\$0.00	\$510.00

- The maximum dollar amount of cash withdrawals at a Georgia United ATM varies based on your available account balance. The Maximum dollar amount of cash withdrawals at an ATM not owned by Georgia United is referenced above for your membership type. Sufficient funds must be available to make any withdrawal. There is no limit to the number of cash withdrawals you may make in one (1) day.
- The maximum purchase price for any one transaction at a POS Terminal is referenced above for your membership type. There is no limit to the number of purchases you may make in one (1) day.
- For security reasons, there may be other limitations to frequency and number of transfers you may make at ATMs.
- Your available account balance may be reduced for preauthorizations for three (3) business days or until the transaction clears.

- Additional limitations are set forth in the WITHDRAWAL LIMITATIONS provision contained herein.

**3. Electronic Check Conversion & Electronic Returned Check Fees.** If you pay for something with a check, you may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to: (1) pay for purchases or (2) pay your bills. When your check is used to initiate an electronic funds transfer in this way, you authorize the funds to be debited from your account as soon as the same day, and your check may not be returned to you. You also authorize an electronic funds transfer to pay a Returned Check/EFT fee or Non-sufficient Funds fee if you have insufficient funds per each presentation of that item.

For certain eligible direct deposits, we may make funds available for your use up to two days before we receive funds from your payor. When funds are made available early, they will be reflected in your account's available balance. Whether we make funds available early depends on (1) when we receive the payor's payment instructions, (2) any limitations we set on the amount of early availability, and (3) standard fraud prevention screening. The criteria we use for making funds available early is determined at our sole discretion, based on confidential criteria necessary for maintaining the security of your account and our payment services, and is subject to change without notice.

Eligible direct deposits are limited to electronic direct deposits such as your payroll, pension, and government benefit payments that are made through the Automated Clearing House (ACH) network. Other deposits or credits to your account, such as deposit of funds from person-to-person payments processed through the FEDNow™ service, and other online transfers are not eligible for early availability. The Credit Union does not guarantee that any direct deposit will be made available before the date scheduled by payor, and early availability of funds may vary between direct deposit from same payor. For interest-bearing accounts, interest on your incoming direct deposit will begin accruing on the business day we receive credit for the deposit from your payor's bank. If a direct deposit is not made available early, it will be made available in accordance with our Funds Availability Policy. Except as expressly set forth herein, funds made available early are subject to the same terms and conditions as other deposits to your account.

If we've made funds available early and the payor reverses or requests a return of the deposit, or the funds are otherwise uncollected by the Credit Union, you understand and agree that we may debit your account up to the amount of the deposit that was previously made available — even if you have already withdrawn the funds or it creates an overdraft on your account. In this instance, you are responsible for any fees assessed — including those charged by merchants or third party — as a result of the overdraft. Early availability is offered at the discretion of the Credit Union, and we reserve the right to cancel the service at any time and without notice to you.

**4. Preauthorized Electronic Funds Transfers.** You may authorize periodic or recurring automatic payments from, and deposits into, your designated account(s). Examples of such transfers include direct deposit of your paycheck or Social Security check into your designated Credit Union account; automatic payment(s) from your designated Credit Union account to third parties; and automatic payment from your designated Credit Union account for loan payments or other amounts you owe us.

The frequency and amounts of these preauthorized transfers will be subject to and in accordance with the authorization, and any separate agreement you have with the originator of the transfer.

**5. Instant Access/Audio Response.** You may access your accounts via our touch-tone telephone system. A PIN is created upon initial use of the service. You may use telephone access to:

- Withdraw funds from your savings, checking, and club accounts;
- Transfer funds between your savings, checking, and club accounts;
- Obtain balance, account activity, and other information on your savings, checking, loan, Visa, and Certificate accounts;
- Verify whether a check or other item has cleared your account;
- Make loan or credit card payments from your accounts;
- Take advances from your line-of-credit loan account;
- Obtain tax information on amounts earned on applicable accounts;
- Obtain information on interest paid on your loan accounts;
- Change your PIN number on the telephone access service or on your ATM or debit card;

The telephone access service is available twenty-four (24) hours a day, but may be inaccessible for a short period each day for data processing.

Limitations. The following limitations will apply to the Telephone/Audio Response Service:

- The maximum number of transactions per call is five (5).
- All check withdrawals will be made payable to the primary member and mailed to the address of record.

**6. Online Banking.** We offer an Online Banking service that you may access from a compatible device that has internet access. You will need your self selected password and user ID to access your accounts, as instructed when you log on. You may use this service for the following:

- Withdraw funds from your savings, checking, and money market accounts;
- Make deposits to your savings, checking, and money market accounts;
- Make transfers between your savings, checking, money market, and club accounts;
- Obtain balance information on your savings, checking, money market, club, loan, Visa, and certificate accounts;
- Make payments on your Credit Union loans from your savings, checking, and money market accounts;
- Access internet Bill Pay services to make payments to various creditors;
- Verify whether a check or other item has cleared your account;
- Take an advance from a line of credit account;
- Obtain tax information on amounts earned on applicable accounts;
- Obtain information on interest paid on loan accounts;
- Access or utilize other services that we may make available to you from time to time

Our Online Banking service will be available to you twenty-four (24) hours a day, but may be interrupted for a short period of time each day for data processing. Security protocols will be in place, such as electronic lock-out if there are numerous unsuccessful attempts to enter a transaction, and limits on the duration of access.

See the Withdrawal Limitations provision for withdrawal limitations that apply to Online Banking transactions. Other EFT Disclosures contained in this document apply to Online Banking services as well. You will also be required to comply with instructions and agreements provided online when you log onto the Online Banking service.

**7. Bill Payment Services.** Through our Online Banking service, we offer Bill Pay services so that you may pay your bills to third-party creditors and payees electronically. You must agree to the online bill payment services agreement included on the Bill Pay services website, which agreement is incorporated by reference herein. You may also be required to comply with other instructions and agreements provided online when you log onto the Bill Pay service.

**WITHDRAWAL LIMITATIONS.** In addition to any other limitations set forth for each service herein, all check withdrawals not requested in person will be made payable to the primary member and mailed to the address of record.

**FEES.** There are certain fees and charges for using electronic funds transfer services. For a current list of the types and amounts of these fees, please see your Rates & Fees Schedule that was provided to you. ATM Fees: Additionally, when you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. The amount of this fee will be disclosed to you by the owner of the ATM.

#### **USE OF EFT CARDS AND SERVICES.**

Ownership: any card or other access device that we provide you remains our property and must be returned to us, our agent, or to any person who is authorized to honor the card according to our instructions. We may repossess the card at any time in our sole discretion without demand or notice to you. You cannot transfer the card, PIN, or account to another person, and you will be liable for any transfers made by anyone to whom you give your card or PIN.

Honoring the Card(s); Refunds: Neither we nor the merchants authorized to honor the card will be liable for failure or refusal to honor your card, access device, or PIN. If a merchant agrees to provide a refund or adjustment to you, you agree to accept a credit to your account instead of a cash refund.

Illegal Transactions: You shall not use your card to make any illegal transaction as determined by applicable law. We may decline any transaction that we believe to be illegal, including but not limited to any transaction involving or relating to any gambling activity. We will have no liability or responsibility for any such use or for declining any such transaction. You further agree to indemnify and hold us harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

Foreign Transactions; Currency Conversion: Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The conversion rate in dollars will be (1) a rate selected by Visa International from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives; or (2) the government-mandated rate in effect for the applicable central processing date in each instance. All transactions processed outside of the United States (which may include internet transactions) may be charged a foreign transaction fee in the amount disclosed on your Fee Schedule, even if you are located in the United States.

Security of Card and Personal Identification Numbers (PIN). Personal Identification Numbers (PIN) are for security purposes and any PINs are confidential and should not be disclosed to anyone else or recorded on or with the card. You agree to safeguard the PINs and agree not to disclose or otherwise make available your cards or PIN to anyone not authorized to sign on your accounts. If you authorize someone to use your PIN, that authority shall remain in place until you specifically revoke that authority by notifying the Credit Union.

Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners including any authorized users, shall be bound by the terms and conditions of this Agreement. You understand and agree that any joint owner you authorize to use your PIN may withdraw or transfer funds from any one of your accounts without your prior notice or permission, and we will not be liable to you in any way. Each of you jointly and severally shall be responsible for any and all transactions under this Agreement regardless of which owner accessed the accounts or used the services. Each joint account holder is authorized to act for the others, and we may accept orders and instructions regarding any transaction on any account from any owner. We can refuse to follow conflicting instructions.

Reversal of Transactions. You may not reverse any transaction when using your card to pay for goods or services by transferring funds through a terminal.

No Right to Stop-Payment for Terminal Transactions. Transfers made by terminal may be executed immediately. This means that a cash withdrawal or other debit transaction is immediately deducted from your account; there is no "float" time and therefore there is no effective way of stopping the transaction.

**LIABILITY FOR UNAUTHORIZED USE.** Tell us AT ONCE if you believe your debit card or any of your PINs have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Contacting the Credit Union immediately is the best way of keeping your possible losses down.

*For cards with the Visa logo, and PIN-less debit card transactions over Visa Networks (and the PINs associated with those cards):* You will not be liable for any amount unless we can prove that you were negligent in the handling of your card. If you write your PIN on your Card or otherwise keep the PIN with the Card, you may be negligent.

Under no circumstances, however, will you be liable for more than \$50.00 if you tell us within two (2) business days after you learn of the loss or theft of your card or PIN and someone used your card or PIN without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500.00.

You should always save your terminal receipts, keep a record of your transactions, and reconcile your receipts with your periodic statements. **If your statement shows transfers that you did not make**, including those made by card, PIN or other means, tell us at

once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**You are liable for all transfers or purchases made via your card(s), PIN(s) or passwords that you authorize or allow.** If you give your card, PIN, or password to someone else, you are responsible for all transfers or purchases that that person makes with your card or via the service that he or she accesses, even if that person uses the card or PIN in a way that you did not anticipate or intend. You may revoke your permission for the other person to use your card by notifying us in writing, and allowing us reasonable time to act on your notification.

**If you believe your card or PIN has been lost or stolen,** call: 770.493.4328 or 888.493.4328 during normal business hours or write: ATTN: Electronic Solutions Department, Georgia United Credit Union, PO Box 100070, Duluth, GA 30096-9370. You should also call this number or write to this address if you believe a transfer has been made using the information from your check without your permission. You can also login to Online Banking at any time to temporarily freeze your card. However, freezing your card is not a notification that your card has been lost or stolen or that there have been any unauthorized transactions on your account.

**BUSINESS DAYS.** For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

**DISCLOSURE OF YOUR INFORMATION.** We will disclose information to third parties about your account or the transfers you make:

1. Where it is necessary for completing transfers;
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with government agency or court orders; or
4. If you give us your written permission.

#### **RIGHT TO RECEIVE DOCUMENTATION**

**PERIODIC STATEMENTS.** Transfer and withdrawal transactions made through any card, Online Banking or Bill Pay service, telephone access system, or preauthorized transfer will be reflected on your periodic statement. You will receive a monthly statement unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

**TERMINAL RECEIPTS.** You can get a receipt at the time you make any transaction (except inquiries) to or from your account using an ATM, Point-of-Sale terminal, or debit card transaction with a participating merchant. However, we are not required to provide you with terminal receipts for transactions of \$15.00 or less. You should keep your statements and receipts, as they may be admissible evidence in legal proceedings if a dispute should arise and shall constitute prima facie proof that such transfer was made.

**PREAUTHORIZED EFTS.** If you have arranged to have a direct deposit or preauthorized debit or credit made to your account at least once every sixty (60) days from the same person or company, you can call us at 770.493.4328 or 888.493.4328 or use telephone access or Online Banking to find out whether or not the deposit has been made.

#### **RIGHTS REGARDING PREAUTHORIZED PAYMENTS**

Right to Stop Payment and Procedure for Doing So. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at 770.493.4328 or 888.493.4328, or write us at Georgia United Credit Union, PO Box 100070, Duluth, GA 30096-9370, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. (If you want to stop a payment being made through Bill Pay, you should follow the instructions within Bill Pay). If you call, we may also require you to put your request in writing and received by credit union within fourteen (14) days after you call. Please see the Rates & Fees Schedule for any fees charged for stopping payments.

Notice of Varying Amounts. If preauthorized recurring payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Liability for Failure to Stop Payment of Preauthorized transfer. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough available funds in your account to make the transfer.
- If the funds in your account are pledged as collateral for a loan or frozen because of a delinquent loan or other reason.
- If the transfer would go over the credit limit on your overdraft line.
- If you used your card or PINs in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the error was caused by a system of any participating ATM network.
- If the ATM, POS terminal, telephone access system, Online Banking or Bill Pay system or other electronic service was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- Any other exceptions stated in any of our agreements with you or which may be amended in the future.

#### **BILLING ERROR RESOLUTION** *(does not apply to international remittance transfers):*

In case of errors or questions about your electronic transfers, contact us at the number or address listed below as soon as you can and include the information listed below. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem or error appeared.

By Telephone: 770.493.4328 or 888.493.4328

By U.S. Mail: Georgia United Credit Union, PO Box 100070, Duluth, GA 30096-9370

By email: email@gucu.org

- Tell us your name.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days. So that we may fully investigate your complaint, we may ask you to provide additional information to the extent allowed by law. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five\* (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten\*\* (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

If a notice of error involves an unauthorized transaction on your Visa debit card, other than a cash disbursement at an ATM, we will provide provisional credit to your account within five (5) business days of your notification so you will have use of the money during the time it takes us to complete our investigation.\*\*\* However, we may delay providing provisional credit if the circumstances or account history warrants the delay, in which case we will provide provisional credit within ten (10) business days. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will reverse the provisional credit to your account and send you a written explanation. You may ask for copies of the documents that we used in our investigation. See the Rates & Fees Schedule for any fees associated with such copies.

\*For errors involving new accounts, point of sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. \*\* For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. \*\*\* Does not apply to Non-Visa PIN-less transactions.

**Termination.** You may terminate this agreement by (1) notifying us in writing; and (2) destroying or returning your card(s). We may terminate this agreement by notifying you in writing. Termination does not affect any party's rights under this agreement regarding any transactions made before termination.

**IMPORTANT SAFETY TIPS REGARDING THE USE OF ATM MACHINES.** The following is a list of safety precautions that you should follow when using an ATM machine or night depository:

- Be aware of your surroundings, particularly at night;
- Consider having someone accompany you when using an ATM or Night Depository after dark;
- If the ATM facility is equipped with a door, close it tightly before beginning your transaction, and do not allow anyone you don't know into the facility with you;
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction;
- Refrain from displaying your cash - place it in your pocket or purse as soon as the transaction is completed. Count your cash in the safety of a locked enclosure such as a car or home;
- Use a different ATM or return at a later time if you notice anything suspicious while using or approaching the ATM. If you are in the middle of your transaction, cancel the transaction, take your card or deposit envelope, and leave;
- If you are followed after completing your transaction, go to the nearest public area where people are present;
- Do not write your personal identification number on your Visa Debit Card; and
- Report all crimes immediately to the operator of the automated teller machine or to local law enforcement officials. If emergency assistance is needed, call the police from the nearest available public telephone. If you have complaints or concerns about the security of the ATM, contact the operator of the ATM, or the state banking department.

### **Georgia United Credit Union iPay Bill Pay Agreement**

This Bill Pay Service Agreement (the "Agreement") governs your use of the Georgia United Credit Union iPay Bill Pay Service (the "Service") and supersedes any prior agreements between you and Georgia United Credit Union (Credit Union) for the Service. By subscribing to the Service, using the Service, or permitting someone else to use the Service on your behalf, you agree to the terms of this Agreement. In the event that a revised Service agreement is provided by the Credit Union, that agreement will supersede the terms of this Agreement.

This Agreement informs you of your rights and responsibilities concerning the iPay Bill Payment Services offered to you by Georgia United Credit Union. In this Agreement, the words "you" and "your" mean those who submit an iPay Bill Payment and any authorized users. The word "account" means any one or more checking accounts you have with the Credit Union. The word "payee" means anyone; including Georgia United Credit Union, that you designate to pay and Georgia United accepts as a payee.

You may use Georgia United's Bill Paying Service, iPay, to direct the Credit Union to make payments from your designated checking account(s) to the "Payees" you choose in accordance with this Agreement. The Terms and Conditions of this Agreement are in addition to our Membership and Account Agreement, and other disclosures and documents in effect from time to time governing your account.

By using this Service, you agree to the following terms governing your and our rights and responsibilities concerning the iPay Bill Payment services.

You may use your personal computer or compatible mobile device to access your accounts. Services are accessible through Online Banking seven (7) days a week, twenty-four (24) hours a day. However; from time to time, some or all of the Credit Union's iPay 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.

Your enrollment in the Service may not be fulfilled if the Credit Union cannot verify your identity or other necessary information. In addition, you agree that the Credit Union and its service provider may obtain financial information regarding your account from a Payee (for example, to resolve payment posting problems or for verification).

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

## Definitions

"Account" is the checking account from which bill payments will be debited. "Agreement" means this iPay Bill Pay Agreement & Disclosure.

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

"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.

"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 through the Service to the Credit Union 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).

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

"Scheduled Payment Date" is the day you want your Payee to receive your bill payment and is also the day your Account will be debited.

## iPay Access

It is your sole responsibility to ensure that the contact information in your Online Banking 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 account or contact information.

To use the Service, you must log in to your Georgia United online banking account using your username and password. You authorize us to follow any instructions that you have entered through the Service.

Because your username and password can be used to access your Georgia United Accounts, you should treat this information with the same degree of care and secrecy that you use to protect your other personal identification numbers and personal financial information. You agree not to give your username or password, or make them available, to any person not authorized to access your Georgia United Account or information accessible through the Service. No Georgia United Credit Union employee will ever ask you for your password. If you believe your username or password has been lost or stolen or may have been used without your permission in connection with the Services, you agree to notify us immediately as described herein.

## Designation of Account(s)

In order to use iPay, you understand that you must have a checking account with the Credit Union. That checking account, or the one you designate if you have more than one, will be treated as the designated checking account for transactions accomplished through iPay. Bill payments may only be processed using your designated Account.

## Fees

Fees applicable to the Service; if any, are set forth in the Fee Schedule. 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.

## Payees

You must provide sufficient information about each Payee to properly direct a payment to such Payee and permit the Payee to identify the correct account to credit with your payment. This Payee Information, may include, but is not limited to, the name and address of the Payee and your Payee Account number. We will store Payee Information, Payee Account numbers, and other information related to your use of the Service. Additions, deletions and modifications to Payee Information may be entered directly through the Service.

The Credit Union 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.

## Payments

You represent and warrant that you will use your iPay Account for personal, family or household purposes and not for any business or commercial purpose. You further agree to indemnify Georgia United Credit Union from and against any claims, threatened or actual, brought by third parties based upon your use of the Service other than for personal, family or household purposes.

In the event you use the Service for any business or commercial purpose and not solely for personal, family or household purposes, we shall only be liable for actual damages resulting from our negligent actions, and IN NO SUCH EVENT SHALL WE BE HELD LIABLE FOR SPECIAL, CONSEQUENTIAL, COVER OR INCIDENTAL DAMAGES, OR LOST PROFITS OR BUSINESS, EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## Payment Scheduling

Due to circumstances beyond the control of the Credit Union, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your designated bill payment account.

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.

By providing the Credit Union with names and account information of Payees 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 Payee directives. The Credit Union reserves the right to refuse the designation of a "Payee" for any reason.

You may add a new payment to a "Payee" by accessing the Service and entering the appropriate information. You may pay any "Payee" within the United States (including U.S. territories and APO's / AEO's).

When the Credit Union receives a Payment Instruction, you authorize the Credit Union to debit your 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 Account for payments returned to the Credit Union by the United States Postal Service or Payee, 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 Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- A Payee mishandled or delayed handling payments properly sent by us for any reason;
- The payment processing center is not working properly and you know or have been advised about the malfunction before you execute the transaction;
- Your communication line, PC, modem, Internet Service Provider (ISP), or mobile device was not functioning properly and you knew about the malfunction when you started the payment;
- The Credit Union is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information;
- 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;
- The funds were subject to legal or other process restricting or delaying such payment;
- A Payee has failed to make a bill available at all or in a timely manner and/or;
- Your Georgia United Account has been restricted which will automatically deactivate the service.

Provided none of the foregoing exceptions are applicable, if the Credit Union causes an incorrect amount of funds to be removed from your Account or causes funds from your Account to be directed to a Payee which does not comply with your Payment Instructions, the Credit Union shall be responsible for returning the improperly transferred funds to your Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

If we make a payment that should have been deleted pursuant to this Section, we will reimburse you for your losses or damages subject to the conditions set forth in this Agreement.

EXCEPT AS SET FORTH IN THIS AGREEMENT OR LIMITED BY APPLICABLE LAW, THE LIABILITY OF THE SERVICE FOR ITS FAILURE TO MAKE PAYMENTS ON TIME OR IN THE CORRECT AMOUNT IS LIMITED AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, ARISING IN ANY WAY OUT OF THE USE OR MAINTENANCE OF THE SERVICE.

### Transaction Modes

With the exception of periods of periodic maintenance, you can enter Payment Instructions through the Service twenty-four (24) hours a day, seven (7) days a week. You are solely responsible for the accuracy of the Payment Instructions that you enter through the Service.

The Service supports two types of payments: "Single Payments" and "Recurring Payments". Single Payments are payments for which you enter all required information such as amount and date each time you make a payment. Recurring Payments are payments which once entered will automatically be processed in a fixed amount on a fixed-frequency (e.g., weekly, monthly, etc.) you determine.

If you designate a payment with a payment date of today's date, sufficient funds must be available on the day and at the time you request the payment.

A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by the Credit Union, is currently 2:00 pm.

Bill payments can also be scheduled with a bill payment date in the future. The bill payment date will be the date you entered, or the next business day should the bill payment date fall on a weekend or holiday. Sufficient funds must be available by midnight of the night before the processing date, but will be deducted from your iPay Account on the bill payment date entered by you.

If you designate a bill payment as a "**Recurring**" transaction, you may request, and Credit Union will use, a start date that reoccurs on a specified regular basis (i.e., weekly, bi-weekly, monthly, etc.). You will designate a "start" and "end" date, or "no end" date. Sufficient funds must be available by midnight of the night before Start Date, but will be deducted from your Bill Pay Account on the start date. "**Recurring**" transactions may be canceled or changed while the transaction shows a status of 'scheduled.'

When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays):

- The processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date, but will be deducted from your Bill Pay Account on the first business date after the calculated processing date.

If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

For both single and recurring payments, the system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your "Payees".

## Transaction Processing

For each individual payment instruction, the Credit Union's third-party service provider has sole and exclusive discretion to decide how it will cause payment to the biller.

Payment Method: You authorize Georgia United Credit Union, its designated agents or sub-agents to:

1. Remit Bill Pay payments using any of the following methods: check, ACH, credit or debit card, EFT or any other method of payment.
2. Take all actions necessary to process such transactions.

The payment method determines when your Payment Account will be debited. Electronic payments are debited from your payment account no earlier than the scheduled payment date. Mailed check payments are generally debited no earlier than the scheduled payment date, but may be debited earlier if the check is mailed, arrives earlier, and is deposited by the biller before the scheduled payment date.

You warrant to us and to our third-party service provider that you will maintain available funds on balance in your payment account sufficient to timely pay the debit corresponding to each payment instruction. To ensure sufficient funds when your payment account is debited you should have an available balance at least a few business days before the scheduled payment date.

You must allow sufficient time for Bill Pay to receive your request and process the bill payments so that the funds can be delivered to the Payee before the payment due date, or for mortgage payments, on or before the due date (the due date shown on your invoice or provided in your agreement with the payee, not taking into account any grace period provided by the payee). If you do not allow sufficient time, you will assume full responsibility for all late fees, finance charges, or other actions taken by the Payee. The entire process for initially setting up the relationship between a user and a new Payee, including the issuing of pre-notifications, may take up to three (3) business days.

The Credit Union is responsible only for exercising ordinary care in making payments upon your authorization and for mailing or sending a payment to the designated Payee. The Credit Union is not liable in any way for damages you incur if: you do not have sufficient funds in your account to make the payment on the processing date; the estimate of time to allow for delivery to the Payee is inaccurate; there are mail delivery delays, changes of merchant address or account number; any merchant fails to account correctly for or credit the payment in a timely manner; or for any other circumstances beyond the control of the Credit Union. If a payment is made through use of iPay with insufficient funds in your account on the processing day, you may be subject to a non-sufficient funds fee pursuant to the terms of the Deposit Account Agreement governing the account and Credit Union's Funds Availability Disclosure.

You are responsible for monitoring the iPay activity to verify that you did not have a payment that was not processed due to insufficient funds in your account. If you have a payment that failed because of insufficient funds in your account, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through iPay.

## Canceling or Modifying Bill Pay Authorized Payments

A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date. You may cancel or edit any Scheduled Payment, including recurring payments, by following the directions within the Service (see Transactions Modes section above).

## Limitations on Bill Pay Services

We may establish limits on the dollar amount and/or number of items processed through iPay. 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.

- **Dollar Amounts.** There is a daily dollar limit of \$10,000.00 and a monthly dollar limit of \$25,000.00 (or the available balance in your designated funding account, whichever is less).
- **Available Funds Required.** All bill payments initiated through iPay are subject to sufficient funds being available in the affected account to cover the payment on the bill payment Date.
- Any Payee you wish to pay through iPay must be payable in U.S. Dollars and be located in the United States. Each Payee must appear on the payee list you create and the account you are paying with must be in your name. You may not use iPay to make payments to a federal, state or local governmental or tax unit, or to pay child-support or alimony, or to make payments to other categories of payees that Georgia United establishes from time to time. You may not use this system to transfer money to any person or organization listed in the Office of Foreign Asset CONTROL's (OFAC) Specially Designated Nationals list. *In the event you use the Service to a federal, state or local governmental or tax unit, or to pay child-support or alimony, we shall only be liable for actual damages resulting from our negligent actions, and IN NO SUCH EVENT SHALL WE BE HELD LIABLE FOR SPECIAL, CONSEQUENTIAL, COVER OR INCIDENTAL DAMAGES, EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.*

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 Georgia United's discretion. You further agree, should illegal use occur, to waive the right to sue Georgia United for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold Georgia United Credit Union harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.

## Statements

All payments made through the Service will appear on your monthly Georgia United Account statement(s). The Payee name, Payment Amount, and date the payment was debited from your account will be reflected for each payment made through the Service.

## Liability

- You are solely responsible for controlling the safekeeping of and access to your password.
- If you want to terminate another person's authority to use the iPay service, you must notify the Credit Union and arrange to change your password.
- You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.
- The Credit Union is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.



- The Credit Union is not liable for any failure to make a bill payment if you fail to promptly notify the Credit Union after you learn that you have not received credit from a "Payee" for a bill payment.
- The Credit Union is 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 Credit Union's agent.

### **Notice of Your Rights and Liabilities**

Tell us promptly if you believe your password has been lost or stolen or if someone may be using the Service without your permission. Telephoning is the best and fastest method to notify us and help minimize your possible losses.

If you tell us within two (2) business days after you discover that your password has been lost or stolen, you can lose no more than \$50.00 if your password has been used without your permission. If do not tell us within two (2) business days after you learn of the loss or theft of your password, and we can prove that we could have prevented the unauthorized transaction if you had told us in time, you could lose as much as \$500.00.

Also, if your statement shows payments that you did not authorize, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the payments if you had told us in time.

If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your password has been lost or stolen or that someone has accessed or may access your Georgia United Account through the Service without your permission, you must call us at call us at: 770.493.4328 or 888.493.4328 or write to:

Georgia United Credit Union  
PO Box 100070  
Duluth, GA 30096-9370

### **Failed or Returned Transactions**

In using the Service, you are requesting the Credit Union to make payments for you from your Account. If we are unable to complete the transaction for any reason associated with your Account (for example, there are insufficient funds in your Account to cover the transaction), the transaction may not be completed. You agree that:

- 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;
- You agree to bring your account(s) current; and,
- The Credit Union is authorized to report the facts concerning the return to any credit-reporting agency.

### **Returned Payments**

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

### **Disclosure of Information to Third Parties**

We will not disclose information about you or your Georgia United Account or use of the Service to any person, organization or agency except:

- Where it is necessary for completing payments; or
- To verify the existence and condition of your Georgia United Account for a third party such as a credit bureau or Payee, or
- To comply with government agency or court orders, or
- For other purposes in accordance with Georgia United's privacy statement.

### **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 770.493.4328 or 888.493.4328
2. Contact the Credit Union in Online Banking by using the "Contact Center";
3. Write the Credit Union at: Georgia United Credit Union PO Box 100070 Duluth, GA 30096-9370

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.

### **Joint Accounts**

If your Georgia United Account is one with joint registration, each of you agrees that any account holder has authority to use the Service as it relates to such Georgia United Account. Georgia United is authorized to follow the instructions related to the Service of any such account holder. You both agree to be jointly and severally liable under the terms of this Agreement and the Membership and Account Agreement which governs your Georgia United Account. You should refer to your Membership and Account Agreement for additional terms and conditions governing your use of the Service.

### **Modification and Amendment**

The Credit Union has the right to change this Agreement at any time by notice mailed to you at the last address shown for the account on our records, by posting notice in branches of the Credit Union, or as otherwise permitted by law.

If you do not agree to the modification or amendment, you must notify us immediately and cancel your access to the Service. Your access or use of the Service after the effective date of any such modification or amendment indicates your agreement with such modification of amendment. Georgia United has the right to discontinue this Service with notification. Georgia United also reserves the right to refuse to grant you access to the Service, or to suspend or terminate your ability to use the Service at any time, for any reason.

**Termination**

- The Credit Union has the right to terminate this agreement at any time.
- You may terminate this agreement by written notice to the Credit Union.
- The Credit Union is not responsible for any fixed payment made before the Credit Union has a reasonable opportunity to act on your termination notice.
- You remain obligated for any payments made by the Credit Union on your behalf.