

NORTH COAST CREDIT UNION END USER AGREEMENT FOR BILL PAY

TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE

DEFINITIONS

“Service” means the bill payment service offered by Bill Pay through North Coast Credit Union.

“The Credit Union” means North Coast Credit Union.

“Agreement” means these terms and conditions of the bill payment service.

“PIN” means your personal identification number, password, or access code used to provide exclusive access to your suite of Online Services.

“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 Instructions” is the information provided by you to the Service 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 from which all Service fees will be automatically debited.

“Scheduled Send Date” is the day the payment account will be debited, unless the Scheduled Send Date falls on a non-Business Day in which case it will be debited the prior business day.

“Arrival Date” is the approximate date the Biller can expect to receive payment

“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.

PAYMENT SCHEDULING

The earliest possible scheduled send date for each biller will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a scheduled send date less than the earliest possible scheduled send date designated for each biller. Your account will be debited on the scheduled send date. When scheduling payments you must select a scheduled send date that reflects an arrival date no later than the actual due date reflected on your biller statement unless the due date falls on a non-business day. If the actual due date falls on a non-business day, you must select a scheduled send date that reflects an arrival

Date at least (1) business day before the actual due date. The estimated arrival date must be prior to any late date or grace period.

THE SERVICE GUARANTEE

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

PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By providing the Service with names and account information of billers to whom you wish to direct payments, you authorize the Service to follow the payment instructions received through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with biller directives.

When the Service receives a payment instruction, you authorize the Service to debit your payment account on the scheduled send date and remit funds on your behalf so that the funds arrive as close as reasonably possible to the scheduled arrival date designated by you. You also authorize the Service to credit your payment account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

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

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

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from you payment account or causes funds from your payment account to be directed to a Biller which does not comply with your payment instructions, the Service shall be responsible for returning the improperly transferred funds to your payment account, and for directing the proper Biller any

previously misdirected transactions, and, if applicable, for any late payment related charges.

PAYMENT METHODS

The Service reserves the right to select the method in which to remit funds on your behalf to the 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 North Coast Credit Union for payment).

PAYMENT CANCELLATION REQUESTS

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

STOP PAYMENT REQUESTS

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact the Member Service Call Center. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service 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 fee schedule provided by the credit union.

PROHIBITED PAYMENTS

Payments to Billers outside the United States or its territories are prohibited by the service.

EXCEPTION PAYMENTS

Tax payments and court ordered payments may be scheduled through the Service; however, in no event, shall the Service be liable for any claims or damages from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not the Service.

BILL DELIVERY AND PRESENTMENT

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

Information provided to the Biller- The Service 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 PIN's for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for the purposes of the Biller informing you about service and/or bill information.

Activation- Upon activation of the electronic bill feature the Service 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 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 us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain you bill data.

Notification- The Service will use its best efforts to present all of your electronic bill(s) promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed on 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 for each Biller. The Service will notify your electronic Biller(s) as the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be

responsible or presenting any electronic bills that are already in process at the time of cancellation.

Non-delivery of electronic bill(s)- You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies or previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill- The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or details must be addressed with the Biller directly.

This agreement does not alter your liability or obligation that currently exists between you and your Billers.

EXCLUSIONS OF WARRANTIES

The Service and related documentation are provided “as is” without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

PIN AND SECURITY

You agree not to give or make available your PIN or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your PIN or other means to access your account, you are responsible for any transactions they authorize. If you believe that your PIN or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the credit union at 800-696-8830 during our regular Member Service Call Center service hours.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

You are responsible for all transfers and bill payments you authorize under this agreement. If you permit other persons to use Online Banking or your Access Code, you are responsible for any transactions they authorize or conduct on any of your accounts. Contact the credit union immediately if you believe anyone has used your Access Code or accessed your accounts through Online or Mobile Banking without your authorization. If you contact the credit union within two (2) business days, you may be responsible for no more than \$50.00 (\$50.00) if someone accesses your accounts without your permission. If you do not tell us within two (2) business days after you learn of an unauthorized use of your account, and the credit union can prove that losses could have been prevented or reduced, you may be responsible for as much as five hundred dollars (\$500.00).

Also, if your statement shows transfers you did not make, tell the credit union at once. If you do not contact the credit union within sixty (60) days after the statement was mailed or transmitted electronically, you may not get back any money lost after the sixty(60) days; if the credit union can prove that losses could have been prevented if a timely notice was given. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend time periods.

If you believe that unauthorized access has occurred or someone has used your Access Code or has transferred or may transfer money from your account without your permission, call the credit union at: 360-733-3982 or 800-696-8830 or write at:

North Coast Credit Union
1100 Dupont Street
Bellingham, WA 98225

ERRORS AND QUESTIONS

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

1. Telephone the credit union at 800-696-8830 during our normal Member Service hours;
2. Write the credit union at:

North Coast Credit Union
1100 Dupont Street
Bellingham, WA 98225

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

1. Tell us your name and Member Account Number
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell the credit union the dollar amount and date of the suspected error.

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

credit union may revoke any provisional credit provided to you if we find an error did not occur.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

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

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller.
4. To a consumer reporting agency for research purposes only
5. In order to comply with a governmental agency or court orders; or
6. If you give us your written permission

SERVICE FEES AND ADDITIONAL CHARGES

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

ALTERATIONS AND AMENDMENTS

This agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such changes(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent version and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

ADDRESS OR BANKING CHANGES

It is your sole responsibility to ensure that the contact information on your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting the Member Service Call Center. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate contact information.

SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

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

1. Telephone the credit union at 800-696-8830 during our normal Member Service hours;
2. Write the credit union at:
1100 Dupont Street
Bellingham WA 98225

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

BILLER LIMITATION

The Service 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.

RETURNED PAYMENTS

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service 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 Service will use its best efforts to research and correct the returned payment and return it to you Biller, or void the payment and credit your payment account. You may receive notification from the Service.

DISPUTES

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this agreement. You agree that this agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communication between you and the Service relating to the subject matter of this agreement. If there is a conflict between what an employee of the credit union says and the terms of the agreement, the terms of this agreement will prevail.

ASSIGNMENT

You may not assign this agreement to any other party. The Service may assign this agreement to any future, directly or indirectly, affiliated company. The Service may

also assign or delegate certain portions of its rights and responsibilities under this agreement to independent contractors or other third parties.

NO WAIVER

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

CAPTIONS

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this agreement.

GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflicts of laws provisions. To the extent that the terms of this agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this agreement shall remain in full force and effect.

The foregoing shall constitute the services entire liability and you exclusive remedy, in no event shall the Service be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including lost profits (even if advised of the possibility thereof) arising in any way out of the installation, use or maintenance of the equipment , software, and/or service.