



This Agreement is the contract, which covers your and our rights and responsibilities concerning the Online Bill Payment and Expedited Payment services ("Bill Pay") offered to you by OneAZ Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who enroll for the Bill Pay services and any authorized users. In this Agreement the words "we" and "us" and "our" and "ours" mean OneAZ Credit Union. The word "account(s)" means any one or more savings, checking and loan accounts you have with the Credit Union and ("EFT") means all Bill Pay services. By submitting an Online or other approved enrollment, you agree to the following terms governing your and our rights and responsibilities concerning the Bill Pay services provided to you.

For consumer accounts, the primary account holder may enroll in the Bill Pay services and is responsible for the acts of any joint accountholder. Anyone enrolling represents that he or she is the primary account holder and is authorized to enroll in the service. Anyone using Bill Pay services represents that he or she has full authority to use the Services and to engage in any action taken by him or her. Any joint accountholder or an authorized user, acting alone, may effect transactions through the Bill Pay services.

1. Online Bill Pay Services Upon approval, you may use a computer to access your accounts with the online Online Banking service. You must use your member username along with your security code ("PIN") to access your accounts. Online Bill Pay services are accessible seven (7) days a week. This service may be unavailable during brief maintenance periods. To access this service you will need a personal computer and a web browser (such as Google Chrome, Firefox, Safari, etc.). The online address for Online Banking is www.oneazcu.com. You are responsible for the installation, maintenance and operation of your computer and modem. The Credit Union will not be responsible for any errors or failures involving any telephone service or your computer.

When you apply for Online Bill payment service ("Bill Pay") you must designate your checking account as the account from which payments that you authorize will be deducted. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. You are not permitted to designate governmental agencies or courts. All payees must be in the United States. We reserve the right to not allow the designation of a particular merchant or institution.

a. Bill Pay Transactions. You authorize us to process Bill Pay transactions from your checking account. You or any persons who you have authorized to use your Bill Pay service or PIN can perform the following Bill Pay transactions:

- **Make Bill Payments.** Pay any designated merchant, institution or individual in accordance with this agreement, a fixed recurring amount or a variable amount from your designated checking account.
- **Obtain Information.** Obtain information (payee information, payment status information, etc.) about your bill payment account status.
- **Bill Pay Payment Transactions.** You authorize us to process bill payments from your designated account. You may use the Bill Pay service to initiate different types of payment transactions.

i. **Payment Transactions.** You authorize us to process bill payments from your designated account. You may use the Bill Pay service to initiate three different types of payment transactions:

- **Manual payments** are payments that are not recurring. The payments can be canceled or changed through Bill Pay up until 9:00 PM Eastern Standard Time (EST) before your scheduled debit process date. Should your process date fall on a weekend or holiday, the process debit date will be the last business day prior to that date.
- **Future payments** are payments that you initiate by setting the payment amount and due date. The payment can be canceled or changed through Bill Pay up until 9:00 PM EST before your scheduled debit process date. Should your process date fall on a weekend or holiday, the process debit date will be the last business day prior to that date.
- **Recurring payments** are payments that recur on a fixed due date for a fixed dollar amount. You have an option in the Bill Pay system to set Automatic Payments to continue indefinitely or set a maturity date. The payment can be canceled or changed through Bill Pay up until 9:00 PM EST before your scheduled debit process date. Should your process date fall on a weekend or holiday, the process debit date will be the last business day prior to that date.

ii. **Expedited Bill Payment Scheduling.** Expedited Bill Payments ("Expedited Payments") enables you to send check payments to payees via overnight delivery and to send electronic payments to payees faster than when using the standard Bill Pay service. The service will always be available, but depending on how the payee accepts payments you may only have one option available to pick from (check or electronic). It will not provide you an option for electronic payment if the payee only accepts checks.

For qualified payees, Expedited Payments are available for next day processing. The Service will automatically determine whether the Expedited Payments option is available to you to make payments to a specific payee, and it will automatically determine the date by which your Expedited Payment will be made. Depending on specific payee limitations and the time of day, you may not be able to send an Expedited Payment for next day processing. If Expedited Payments is not available for an intended payee, it will not be presented to you as an option. If you send an Expedited Payment after the cutoff time for next day processing, the service will automatically notify you of the additional processing time required and will allow you to cancel the payment if it cannot be made by your desired date. To ensure overnight delivery, overnight checks can only be sent to a valid street address in the contiguous 48 states and the District of Columbia. In addition, overnight check payments cannot be delivered to APO or FPO addresses, Post Office (PO) boxes, and addresses considered undeliverable using USPS standards. The address to use for overnight delivery may not be the same as for mail deliveries; you must check with your biller regarding the proper address to use. Delay in check delivery due to inaccurate address information will be your responsibility.

iii. Number and Authorized Payees. There is no limit on the number of payments or payees you may authorize. You may not make payments to federal, state or local governments or other categories of payees we designate from time to time. When you submit a Bill Pay transaction, you authorize us to transfer funds from your checking account. We will process Bill Pay transactions only to those payees the Credit Union has designated, payees you authorize and payees for whom the Credit Union has the proper payee member number. The Credit Union will not process any Bill Pay transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to process the Bill Pay transaction, we may refuse to process the transaction or we may process the transaction and transfer funds from any overdraft protection account you have authorized. The Credit Union reserves the right to refuse to process transactions that reasonably appear to the Credit Union to be fraudulent or erroneous.

b. Processing Bill Pay Transactions. The amount of your requested bill payment will be deducted from your account on the Scheduled Process Debit Date and will be posted within two (2) business days of the date that payment is transferred to the payee. A maximum dollar limit of \$ 9,999.00 per transaction applies. You must have sufficient funds available to cover your payment on the Scheduled Process Debit Date. It is your responsibility to schedule your Bill Pay transactions in such a manner that your obligations will be paid on time. You should enter and submit your Bill Pay transactions at least ten (10) business days prior to the payment due date. If you do not allow sufficient time, you assume full responsibility for any late payments and/or finance charges that may be imposed as a result of your failure to submit a timely Bill Pay transaction. You will be notified if a payment fails, and the bill payment service will automatically attempt to retry the payment on the next business day. If the payment is successful on the next day, you will not be notified again. If the payment fails on the retry, you will be notified a second time. The Credit Union will not process any Bill Pay transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for providing or entering. If there are insufficient funds in your account to make the Bill Pay request the payment will not be processed. The Credit Union reserves the right to refuse to process payment instructions that reasonably appears to the Credit Union to be fraudulent or erroneous.

c. Canceling or Changing Bill Pay Transactions. Payments designated as single transactions cannot be stopped, canceled or changed until 9:00 PM EST before the Scheduled Process Debit Date. You may cancel recurring Bill Pay transactions by following the Bill Pay instructions. If you discover an error or want to change a transaction (i.e. payment date or payment amount) for a Bill Pay transaction you have already submitted, you may Bill Payally edit or cancel your transaction through Bill Pay. Your cancellation or change request must be submitted through Bill Pay until 9:00 PM EST before the Scheduled Process Debit Date. If your transaction is not canceled in a timely manner, you will be responsible for the payment. If you wish to place a verbal stop payment on a recurring Bill Pay transaction, the Credit Union must receive your verbal stop payment request at least three (3) business days before the Scheduled Process Debit Date. You may call the Credit Union at the telephone number set forth below to request a stop payment. If you call the Credit Union, you may be required to confirm your stop payment request in writing within 14 days after the call.

2. Bill Pay Services Conditions. Your access to the Bill Pay Services offered is subject to the following conditions:

a. Security of PIN. Any personal identification number (PIN) that you select is for your security purposes. The PIN is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your PIN, you understand that person may use the Bill Pay service to review all of your account information and make account transactions. Also, you are responsible for all bill

payments, transfers or other transactions you authorize using Bill Pay. If you permit other persons to use your personal computer and PIN, you are responsible for any transactions they authorize. Therefore, we are entitled to act on transaction instructions received using your PIN and you agree that the use of your PIN will have the same effect as your signature authorizing transactions. For anyone you authorize to use your PIN in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your PIN immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your PIN is changed. If you fail to maintain or change the security of your PIN and the Credit Union suffers a loss, we may terminate your Bill Pay funds transfer and account services immediately.

b. Joint Accounts. If any of the accounts that you register under the Bill Pay service is a joint account, you represent that your joint account holder has consented for you to use that account with any Service. We will end your use of any Service if any joint account holder notifies us that (i) they never consented to your use of the Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

c. Illegal Use or Internet Gambling. You may not use the Bill Pay services for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. You agree that all transactions that you initiate by use of a Service are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your Bill Pay funds transfers may only be conducted for legal transactions. We have restricted all online gambling transactions by use of the Bill Pay service.

3. Security of Access Code (PIN). The access code is the personal identification number (PIN) you select for your security. Your PIN is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your PIN, you understand that person may use the Bill Pay service to access and review all of your account information and execute account transactions. Therefore, we are entitled to act on transaction instructions received using your PIN and you agree that the use of your PIN will have the same effect as your signature authorizing transactions. If you authorize anyone to use your PIN in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your PIN immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your PIN is changed. If you fail to change your PIN or maintain the security of your PIN and the Credit Union suffers a loss, we may terminate your Bill Pay services immediately.

4. Member Liability. You are responsible for all transfers you authorize using your Services under this Agreement. If you permit other persons to use an Bill Pay service or PIN/access code, you are responsible for any transactions they authorize or conduct on any of your accounts. Tell us at once if you believe anyone has used your Account, Card or access code and accessed your accounts without your authority or if you believe that an Bill Pay funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or Bill Pay service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows Bill Pay transfers that you did not make including by access code 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 be liable for the full amount of the loss, if we can prove that we could have stopped someone from making the transfers 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 your PIN has been lost or stolen or that someone has transferred or may transfer funds from your account without your permission, contact us immediately by one of the following:

Telephone: 800.671.1098

In person at one of the OneAZ Credit Union branches.

Mail: OneAZ Credit Union, 2355 West pinnacle Peak Rd., Phoenix, AZ 85627

5. Business Days. Our business days are Monday through Friday and Saturday 9:00 am to 12:00 pm, excluding Federal Holidays.

6. Fees and Charges. The fees and charges for the Bill Pay services determined by the type of checking account you have and are reflected on the Rate and Fee Schedule. You authorize us to deduct the fees associated with a Bill Pay or Expedited Payment transaction from your deposit account even if they create an overdraft. Fees and charges may be changed from time to time. We will notify you of any changes as required by law.

7. Transaction & Account Information.

a. Statement Information. Transactions submitted through Bill Pay services will be recorded on your monthly statement sent to you by mail or e-Statements if you have requested e-statements.

b. Account Information Disclosure. We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy as stated on our website at www.oneazcu.com. However, we may disclose information to third parties about your account or the transactions you submit in the following limited circumstances:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- To comply with government agencies or court orders;
- If you give us your express written permission.

8. Credit Union Liability for Bill Pay Transactions. If we do not complete a Bill Pay transaction 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. Our sole responsibility for an error in a transaction will be to correct the error and in no case will we be liable for any indirect, special, incidental, or consequential damages. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:

- If, through no fault of ours, you do not have sufficient funds in your account to complete the transaction, your account is inactive, or the transaction would exceed the credit limit on your line of credit, if applicable.
- If you used the wrong account or PIN, you have not properly followed any applicable service or Credit Union user instructions for making Bill Pay transactions.
- If your personal computer malfunctioned or the phone lines were not working properly or the Credit Union computer system was not working properly and such problem(s) should have been apparent when you attempted your transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process the transaction.
- If, through no fault of ours, a Bill Pay transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was insufficient; payment is lost in the mail or the payee failed to process a payment correctly or in a timely manner and a fee, penalty, or interest charge is assessed against you.
- If an error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet Service Provider, any computer virus or problems related to software not provided by the Credit Union.
- If there are other exceptions as established by the Credit Union.

9. Termination of Bill Pay services. You agree that we may terminate this Agreement and your Bill Pay services, if you, or any authorized user of Bill Pay services or PIN breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your accounts or PIN. In addition, we reserve the right to terminate the service if you fail to use the service for more than two consecutive billing cycles. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, monthly fees will apply for any partial month with no prorating. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

10. Statement Errors on Consumer Accounts. In case of errors or questions about your BillPay transactions, contact us at the phone number or address set forth above as soon as possible. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- Tell us your name and member number.
- Describe the transaction 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.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will re-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 re-credit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

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