

## Bill Payment Terms and Conditions Standalone

### **Bill Payments**

The disclosures in this section apply specifically to the Bill Payment Service within the online banking platform. Trumark Credit Union uses CheckFree to process this service. When using the service, you agree to CheckFree's terms and conditions. When using the service, you agree to indemnify and hold harmless Trumark Credit Union for any losses or any other damages occurred while using the service.

#### **a. Agreement, Introduction To The Site and Services**

These Terms and Conditions for CheckFree Web (hereinafter "Agreement") form a binding, enforceable contract between you and CheckFreePay Corporation, a subsidiary of Fiserv Solutions, Inc., in connection with, and for the delivery of, the Electronic Bill Delivery and Bill Payment services described below (the "BILL PAYMENT SERVICES" or the "Services") offered through our online payments site and/or mobile applications (if available) (the Site) by or through CheckFreePay Corporation and/or its subsidiaries CheckFreePay Corporation of California and CheckFreePay Corporation of New York (collectively, "CheckFreePay"). This Agreement applies to and sets forth the legally binding terms and conditions governing your use of the Services and the portion of the Site through which the Services are offered. By accessing the Services, you acknowledge that you have read and agree to this Agreement. Please read this Agreement carefully. "We," "us," and "our" refer to CheckFreePay and the Services, as applicable.

1. **Products and Services Available Elsewhere.** We offer many products and services, some of which are available through other organizations such as banks, credit unions, brokerage firms, Internet portals, and others. This Agreement applies only to the Site and Services offered through it and/or mobile device applications (if available). Products and services offered through other websites or organizations may be governed by different terms.
2. **Eligibility.** The Site and the Services are offered only to individual residents of the United States and certain of its territories (if available) who can form legally binding contracts under applicable law. Without limiting the foregoing, the Site and the Services are not offered to minors. Additional eligibility requirements apply to the users of the Services as specified in this Agreement.
3. **Our Relationship With You.** We are an independent contractor for all purposes, except that for certain services, we act as your agent with respect to the custody of your funds. This Agreement does not alter your

liability or obligations that currently exist between you and your Billers and other service providers. We do not have control of, or liability for, any products or services that are paid for using our Services. We also do not guarantee the identity of any user of the Services (including but not limited to Billers).

**b. TERMS AND CONDITIONS SPECIFIC TO THE BILL PAYMENT SERVICE BILL PAYMENT SERVICE Definitions**

**"Authorized User"** means you and any individual who you allow to use the Service or your password or other means to access the BILL PAYMENT SERVICE.

**"Bill Payment"** is a payment that is initiated by you through the BILL PAYMENT SERVICE to a Biller.

**"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.

**"Billing Statement"** is the statement typically sent by the Biller to you indicating, among other things, how much you owe and when your payment is due.

**"Electronic Bill"** is the electronic version of a Billing Statement delivered to you via the BILL PAYMENT SERVICE.

**"Payment Instruction"** 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 (including, for example, the checking, money market, savings or other direct deposit account or debit card account) from which bill payments will be debited, or the credit card account to which bill payments will be charged, and to which any related credits will be made, as applicable.

**"Billing Account"** is the Payment Account from which all Service fees will be automatically debited or charged.

**"Business Day"** is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

**"Scheduled Payment Date"** is the day you want your Biller to receive your Bill Payment and is also the day your Payment Account will be debited if the Scheduled Payment Date falls on a non-Business Day, the Scheduled Payment Date will be considered to be the previous Business Day.

**"Due Date"** is the date reflected on your Biller statement for which the payment is due. It is not the late date or grace period.

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

### **1. PAYMENT SCHEDULING**

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is 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 Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

### **2. THE SERVICE GUARANTEE**

Due to circumstances 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 Biller 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 this Agreement.

### **3. 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 that it receives 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 and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You certify and confirm that any Payment Account you add to your profile is an account from which you are authorized to make Bill Payments, and any Bill Payment you make using the BILL PAYMENT SERVICE will debit/charge a Payment Account that you are legally authorized to use. 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 reasonable 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 or more of the following circumstances:

1. If your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit or overdraft protection of your Payment 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. If a Biller that makes available to you split-payment functionality (in which your Bill Payment may be split and allocated in various ways that such Biller may offer) does not split and/or allocate the payment in accordance with your Payment Instruction;
4. 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,
5. 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 your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges related to a Bill Payment, as described under the section above entitled "The Service Guarantee".

#### **4. PAYMENT METHODS**

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

#### **5. PAYMENT CANCELLATION REQUESTS**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling 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.

#### **6. 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 customer service. 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 applicable fee schedule.

#### **7. PROHIBITED PAYMENTS**

Payments to Billers outside of the United States or its territories are prohibited through the Service.

#### **8. EXCEPTION PAYMENTS**

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting 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 of the Service.

## **9. AUTOMATIC BILL PAYMENTS**

For some Billers, we may provide you the option to set up automatic Bill Payments ("Autopay Program"). Depending on each Biller's specifications, you may be able to choose the date on which the Bill Payment will be received by the Biller and/or the option for paying an Electronic Bill, including but not limited to: 1) pay the amount due; 2) pay the minimum amount due; 3) pay the full account balance; or, 4) pay only those Electronic Bills that are less than or equal to an amount set by you as the Authorized User. By enrolling in the Autopay Program, you are authorizing us to initiate automatic deductions based on the autopay instructions you have specified either from your Payment Account. The automatic Bill Payment will be deducted on the date specified by you during Autopay Program enrollment. Upon successful enrollment in the Autopay Program, an email confirmation will be sent to you confirming your enrollment. In the event that automatic Bill Payment cannot be processed for reasons including but not limited to the amount due for an Electronic Bill is greater than the amount limit you set during enrollment, we will notify you via the email associated with your Services' profile so that you can make the Bill Payment using some other method. It is your sole responsibility to ensure that the email address and other contact information listed for your Service profile are accurate and current.

## **10. BILL DELIVERY AND PRESENTMENT**

This feature is for the presentment of Electronic Bills only and it is your sole responsibility to contact your Billers directly if you do not receive your Billing Statements. You understand and acknowledge that we are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, that you have established with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may provide to 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 purposes of the Biller informing you about Service and/or bill information. Additionally, we may provide to the Biller your e-mail address, service address and other information you provide to us for purposes of the Biller informing you about service and/or bill information or with respect to payment research or fraud investigations. Further, we may provide and use such information, as described in our Privacy Policy, which may be

viewed at  
<https://billpay.checkfreeweb.com/imm/LDD/ViewPrivacyPolicy/CFWB2>.

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 your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills. In some instances, if you have made a payment to a Biller through the BILL PAYMENT SERVICE, the Biller may elect to send your Billing Statement(s) to you electronically.

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 your bill data.

#### **11. CANCELLATION OF ELECTRONIC BILL NOTIFICATION**

The Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time by following the instructions within the BILL PAYMENT SERVICE. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

#### **12. NON-DELIVERY OF ELECTRONIC BILLS(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 of previously delivered bills must be requested from the Biller directly.

#### **13. ACCURACY AND DISPUTE OF ELECTRONIC BILL**

We are 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 detail must be addressed with the Biller directly.

#### **14. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

If you believe your password or other means of access to your BILL PAYMENT SERVICE account (or Payment Account) has been lost or stolen, you should notify us at once in accordance with the methods described in Section C.23. If you tell us within two (2) Business Days after you discover your password or other means to access the BILL PAYMENT SERVICE has been lost or stolen, your liability is no more than \$50.00 should someone access your BILL PAYMENT SERVICE account (or Payment Account) without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your BILL PAYMENT SERVICE account (or Payment Account) if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement associated with your Payment Account contains transfers through the BILL PAYMENT SERVICE that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred through the BILL PAYMENT SERVICE without your authorization after the sixty (60) days if we can demonstrate that we could have stopped someone from taking such funds had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

#### **15. 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 charges 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 telecommunications, phone wireless and/or Internet service provider(s).

#### **16. FAILED OR RETURNED TRANSACTIONS**

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

you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
4. We are authorized to report the facts concerning the return to any credit reporting agency.

#### **17. 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 your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

#### **18. PAYMENT BY CREDIT CARD**

We may provide you the option to make payments from a Payment Account that is a credit card account ("Credit Card Program") to certain Billers ("Credit Card Program Billers"). To use the Credit Card Program, you will provide us your credit card account information (including account number, expiration date, and CVV) and, in some cases, the login credentials you use to access your online accounts with the applicable Credit Card Program Billers. By scheduling a Credit Card Program payment through the Service, you authorize and direct the Service, on the Scheduled Payment Date, to use your login credentials to access your account with the Biller and to submit your Payment Account information to the Biller in accordance with your Payment Instructions. 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 in connection with the Credit Card Program because we are unable to access your account with the Biller using login credentials you provided to us, if the Biller otherwise declines or rejects the credit card payment attempt, or as otherwise

provided by these Terms of Service. This Section 18 shall apply only to the Credit Card Program. Except for Section 23 (Errors and Questions) of the General Terms and Conditions below, all other provisions, sections, terms and conditions of these Terms of Service shall also apply to the Credit Card Program. For clarity, if you use a credit card as your Payment Account, then Section 23 (Errors and Questions) of the General Terms and Conditions below does not apply, instead, you will need to contact the Biller or the issuer of your credit card to resolve any issues with the credit card payment you made.

**c. GENERAL TERMS AND CONDITIONS APPLICABLE TO THE SERVICES**

- 1. Your Privacy**

Protecting your privacy is very important to us. Please review the Privacy Policy which may be viewed at <https://billpay.checkfreeweb.com/imm/LDD/ViewPrivacyPolicy/CFWB2> in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

- 2. Privacy of Others**

If you receive information about another person through the Site or the Services, you agree to keep the information confidential, inform us immediately, and only use it in connection with the Site and the Services.

- 3. Calls to You**

By providing us with a telephone number (including a mobile number), you consent to receiving autodialed and prerecorded message calls from us at that number for service-related purposes. For example, we may contact you in connection with validating or processing a transaction that you've requested through the Service, and as otherwise described in our Privacy Policy which is located at <https://billpay.checkfreeweb.com/imm/LDD/ViewPrivacyPolicy/CFWB2>.

- 4. Password and Security**

You agree not to give or make available your password 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 password or other means to access your account, you are responsible for all actions taken by anyone to whom you have provided or made available such credentials, whether intentionally or inadvertently. If you believe that your password 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 Service as described in Section C below.

## **5. Links and Frames**

Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

## **6. 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, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

## **7. Limitation of Liability**

YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE OR SITE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS C.14, C.15 AND C.16 BELOW WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. THE AGGREGATE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND

CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED AND THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED.

#### **8. Complete Agreement, Severability, Captions, and Survival**

This Agreement sets forth the entire understanding between us and you with respect to the Services and the portion of the Site through which the Services are offered. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. 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. Any terms which by their nature should survive, will survive the termination of this Agreement, including but not limited to all of Section C.

#### **9. Amendments**

We may amend this Agreement and any applicable fees and charges for the Services at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Continued use of the Services after posting of an amended Agreement will constitute your agreement to such amendments. Further, we may, from time to time, revise or update the Services and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Services, and/or related applications and material and limit access to only the Services' more recent revisions and updates. We also reserve the right to terminate the Services in their entirety. You authorize us to send or provide by electronic communication any notice, communication, amendment or replacement to the Agreement, or disclosure required to be provided orally

or in writing to you. You agree to receive any electronic communication provided to you and will not attempt to avoid receiving any such communication. You are deemed to have received any electronic communication provided to you when they are made available to you.

#### **10. Disputes**

In the event of a dispute regarding the Service, you and we 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 us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of this Agreement will prevail.

#### **11. Assignment**

You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

#### **12. Waiver of Jury Trial**

Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under or relating to this Agreement.

#### **13. Waiver of Class Action Claims**

Both parties agree to waive any right to assert any dispute or claim against the other party or any other intended beneficiary arising under or relating to this Agreement as a class action.

#### **14. Arbitration**

Both parties agree to resolve any dispute or claim between the parties or any of their respective Affiliates or any other intended beneficiary arising under or relating to this Agreement through binding arbitration. Both parties stipulate and agree that this Agreement evidences a transaction in interstate commerce, and that the Federal Arbitration Act applies. The arbitration award shall be final and binding and judgment thereon may be

entered by any court of competent jurisdiction. The only exceptions to this arbitration agreement are as follows:

1. We and you expressly agree that under no circumstances shall any dispute or claim arising under or relating to this Agreement be subject to arbitration on a classwide or collective basis. Only the disputes or claims of individual parties may be arbitrated.
2. We or you may, at the option of the claiming party, pursue any claim in small claims court instead of arbitration, provided that the claim must not exceed \$5,000 or the jurisdictional limit of the small claims court, whichever is less; and the small claims court must otherwise have jurisdiction of the claim and the parties.

#### **15. Arbitration Procedure**

You or we may commence arbitration, at the claiming party's election, administered either by JAMS (formerly known as "Judicial Arbitration and Mediation Services"), or the American Arbitration Association ("AAA"). The arbitration shall take place before a single arbitrator, selected pursuant to the selection procedures in the applicable commercial or consumer arbitration rules of the administrator (JAMS or AAA). The JAMS or AAA rules shall apply subject only to the following exceptions and modifications:

1. You may, if you wish, commence arbitration pursuant either to (i) the AAA Consumer Arbitration Procedures, or (ii) the JAMS "minimum standards" for consumer arbitration. In all such consumer arbitrations we will pay the balance of the applicable arbitration administrative fee to the extent required by the JAMS or AAA procedures or standards you have chosen.
2. You or we (whoever is the party commencing the arbitration) may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If the claiming party selects non-appearance-based arbitration, the parties agree that the following rules shall apply: (i) the arbitration may be conducted telephonically, and/or online, or be based solely on written submissions, at the election of the party commencing the arbitration; (ii) the arbitration shall not require any travel or personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (iii) discovery shall not be permitted.

3. When we or you (whoever is the party commencing arbitration) do not select non-appearance-based procedures, the parties agree that there shall be no discovery except whatever discovery the arbitrator determines is necessary for fair resolution of the claim or dispute.
4. Neither we nor you shall seek any award of attorney's fees in any arbitration claim arising under or relating to this Agreement, except that the arbitrator may award attorney's fees when (and only to the extent that) the applicable law requires an award of attorney's fees to the prevailing party.

#### **16. Arbitrability Issues to Be Decided By Arbitrator**

The Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to any claim that all or any part of this Agreement is void or voidable.

#### **17. Law and Forum for Disputes**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, 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. You agree that any claim or dispute you may have against us (other than those which are arbitrated under Sections C.14, C.15 AND C.16 above) must be resolved by a court located in Gwinnett County, Georgia or by an arbitrator selected by mutual agreement of the parties. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims or disputes. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

#### **18. Indemnification**

You agree to defend, indemnify and hold harmless us and our Affiliates and Services Providers and the officers, directors, agents, employees, representatives, and contractors of each of these, from any loss, damage, claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the Services.

## **19. Release.**

If you have a dispute with one or more other users of the Site or the Services, you release us and our Affiliates and Services Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. In addition, you waive and release any and all provisions, rights and benefits conferred either (i) by Section 1542 of the California Civil Code, which reads: "Section 1542. General release; extent, which states "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor;" or (ii) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to Section 1542 of the California Civil Code.

## **20. No Waiver**

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part 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.

## **21. Intellectual Property**

All marks and logos related to the Services are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Services or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Services, the portion of the Site through which the Services is offered, the technology related to the Site and Services, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Services shall be considered an uncompensated contribution of intellectual property to us, shall also be deemed our exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any

such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us a perpetual, royaltyfree, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

## **22. Notices to You**

You agree that we may provide notices to you by posting them on the Site (including but not limited to the "State Disclosures" link on the Site), sending them to you through an in-product message within the Services, emailing them to an email address that you have provided us, sending them via text message to any mobile number that you have provided us, or by mailing them to any postal address that you have provided us. For example, users of the Services may receive certain notices (such as notice of new Electronic Bills, payments and alerts for validation and receipt of transfers of funds) as text messages on their mobile device. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. It is your sole responsibility to ensure that your contact information is accurate. In the event you do not receive notification, it is your responsibility to periodically log on to the Service and check for notices, including checking for the delivery of new Electronic Bills. You are responsible for ensuring timely payment of all bills. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section C.23 below for the applicable Services, however, we reserve the right to terminate your use of the Services if you withdraw your consent to receive electronic communications. We reserve the right to charge you a reasonable fee not to exceed twenty (20) dollars (US\$20) to respond to each such request for a paper copy of legally required disclosures.

## **23. ERRORS AND QUESTIONS**

1. ALL QUESTIONS ABOUT TRANSACTIONS MADE USING THE SERVICES MUST BE DIRECTED TO US AND NOT TO THE BANK OR OTHER FINANCIAL INSTITUTION WHERE YOU HAVE AN ACCOUNT. We are responsible for the Services

and for resolving any errors in transactions made using the Services. We will not send you a periodic statement listing transactions that you make using the Services. The transactions will appear only on the statement issued by your bank or other financial institution. PRINT AND SAVE THE PAYMENT CONFIRMATIONS YOU RECEIVE WHEN YOU USE THE SERVICE AND CHECK THEM AGAINST THE ACCOUNT STATEMENT YOU RECEIVE FROM YOUR BANK OR OTHER FINANCIAL INSTITUTION. If you have any questions about the Service or one of your transactions (including if you believe there may have been an error in connection with the Service or a transaction), or if you believe your password or other means of access to your account associated with the Service has been lost or stolen, then you should either (a) telephone us as soon as possible at 1-877-238-7277 during customer care hours, provided such telephone calls will not constitute legal notices under this Agreement, and/or (b) and/or (c) contact us by using the application's e-messaging feature; and/or, (c) write us at CHECKFREEPAY CORPORATION, P.O. Box 2168, Columbus, Ohio 43216-2168. Except as otherwise stated in this Agreement, notice to us concerning the Site or the Services must be sent by postal mail to: CHECKFREEPAY CORPORATION, P.O. Box 2168, Columbus, Ohio 43216-2168.

2. If you think your transaction history is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:
  1. Tell us your name and Service 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 us the dollar amount of the suspected error.
3. If you notify us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. We 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, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask 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 Services may revoke any provisional credit provided to you if we find an error did not occur. (d) In addition to reporting complaints against CheckFreePay directly to CheckFreePay as described in this Section C.23, you may report complaints to the regulatory body appropriate to your state of residence included within the "State Disclosure" link on the Site.

#### **24. SERVICE TERMINATION, CANCELLATION, OR SUSPENSION**

In the event you wish to cancel the Services, you may do so via one of the following:

1. Telephone Trumark Credit Union at 1-877TRUMARK during customer service hours; and/or
2. Write Trumark Credit Union at:  
Trumark Credit Union  
ATTN: Digital Banking  
335 Commerce Drive, Fort Washington, PA 19034
3. By using the services' in-product cancellation feature, if and as applicable.

Any payment(s) the Services has already processed before the requested cancellation date will be completed by the Services. All Scheduled Payments including recurring payments will not be processed once the Services are cancelled. The Services may terminate or suspend Services to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

## **25. ADDRESS OR BANKING CHANGES**

It is your sole responsibility to ensure that the contact information in your Services' 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 by following the instructions therein or by contacting customer service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the Services. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Services is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

## **26. BILLER LIMITATION**

The Services reserves the right to refuse to pay any Biller to whom you may direct a payment. The Services 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.

## **27. INFORMATION AUTHORIZATION**

Your enrollment in the Services may not be fulfilled if the Services cannot verify your identity or other information. You agree that the information you provide during your enrollment and use of the Services can be used to complete an identity and account verification process. You agree that we reserve the right to obtain and use financial, transaction and credit information regarding your Payment Account from your financial institution and from any Receiver to whom you send payments (for example, to resolve payment posting problems, set transaction limits or for verification purposes). In addition, you agree that we reserve the right to request a review of your credit rating at our expense through a credit agency or bureau.

## **28. 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.