

## **Disclosure Agreement for Midwest Community's Internet Bill Pay Service**

Note: All references within this document to the terms "Payment Service" and/or "the Service" reflect the Internet Bill Pay Service offered by Midwest Community Federal Credit Union (Midwest Community).

Electronic Disclosure of the Terms and Conditions Agreement for the Internet Bill Pay Service.

### **Bill Pay Service**

I acknowledge electronic receipt of the Terms and Conditions Agreement ("Agreement") associated with Midwest Community's Internet Bill Pay Service and agree that I have read and will abide by this agreement. I also agree Midwest Community does not need to provide me with an additional paper (non-electronic) copy of this Agreement unless specifically requested. Further, I understand that a copy of this Agreement can be printed by using my browser's print command and a printer.

### **Use of a Third-Party Bill Pay Service Provider**

Allied Payment Systems is the third-party bill pay service provider who Midwest Community has contracted with to provide bill pay service to its members. Allied Payment Systems will be processing bills. Accordingly, the term "Allied Payment Systems" represents the customer service provided by Harland Financial Solutions to Midwest Community. Midwest Community, at its sole discretion, reserves the right to change internet bill pay service providers.

### **Enrollment Request for the Internet Bill Pay Service**

Midwest Community reserves the right to refuse enrollment in the Internet Bill Pay Service to any member who does not meet the Internet Bill Pay Service criteria which has been established by Midwest Community and/or Allied Payment Systems. Included in these criteria is a requirement that subscribers to this service must live within the United States, its possessions and territories.

### **Internet Bill Pay Service**

As used in this Agreement, the term "Payee" means the vendor, biller, person or entity to whom you wish a bill payment to be directed; "Payment Instructions" means the information provided by you to the Service for a bill payment to be made to your Payee (e.g., Payee name, account number, payment amount, payment date, etc.); "Payment Account" means your Checking Account and, in the instance of non-sufficient funds and/or an overdrawn account, any applicable share account or available balance on line of credit accounts (e.g., line of credit overdraft accounts) at Midwest Community, from which all bill payments may be made and/or such funds collected; "Business Day" means Monday through Friday, excluding Federal holidays; "Payment Date" means the Business Day of your choice upon which your bill payment will be made and your Payment Account will be debited; and "Cutoff Time" means 4:00 pm Eastern Standard Time on any Business Day, and is the time by which you must transmit instructions to have them considered entered on that particular Business Day.

Payment amounts are limited to \$7,500.00 per transaction, \$2,500 per expedited transaction, and \$7,500.00 per day for all transactions.

By providing the Payment Service with the names and account information of those entities and/or persons to whom you wish to direct payment, you authorize the Service to follow the Payment Instructions that it receives from you or your authorized user through the Internet Bill Pay Service. When the Service receives a payment instruction, you authorize it to debit your Payment Account and remit funds on your behalf so that the funds arrive as close to the Business Day designated by you as soon as reasonably possible.

For this reason, it is necessary that all Payment Dates selected by you be no less than the actual due date for payments (not the late date and/or a date in the grace period). It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. Payment instructions entered after the Cutoff Time or on a non-Business Day will be considered entered in the Service on the next Business Day. If you properly follow the procedures described herein, and the Service fails to send a payment according to the Payment Instructions received, the Service will bear responsibility for all late charges. In any other event, including but not limited to choosing a Payment Date which is past the due date stated on your invoice or bill, the risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by you.

A bill payment is "In Process" starting at the Cutoff Time on the Payment Date. A bill payment is a "Pending Payment", starting from the time you enter Payment Instructions until the payment is "In Process." A bill payment is considered "In Process" on the Business Day you selected as the scheduled Payment Date. A payment is considered "Completed" when Allied Payment Systems issues the payment either by check or electronically. You may cancel or edit any Pending Payment (including recurring bill payments) by following the directions provided on the Internet Bill Pay system Online Help. There is no charge for canceling or editing a Pending Payment. Please note: we may not have a reasonable opportunity to act on any stop payment or cancellation order given after a payment is "In Process" and it is not possible to stop or cancel a payment which is "Completed." If you desire to cancel or stop any payment which is "In Process", you must call Midwest Community at 419-783-6500. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. Stop payment requests sent to us via electronic mail or in any other manner will not reach us in time for us to act on your request. Stop payment requests will be accepted only if we have a reasonable opportunity to act on such a stop payment order. If you call, we may also require you to present your request in writing within fourteen (14) days after you call. The charge for each stop payment order will be the then current charge for such service as disclosed in our Rate & Fee Schedule. The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability if it is unable to complete any payments initiated by you through the Service because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, your Payment Account does not contain sufficient funds to complete the payment or transfer, your Bill Pay account will be blocked from making

subsequent payments for up to three (3) business days or until the funds are available to cover the requested payment;

- The bill 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;
- The Payee mishandles or delays a payment sent by the Service;
- You have not provided the Service with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment;
- Circumstances beyond the Service's control (such as, but not limited to, fire, flood, or interference from an outside force) that prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing five (5) exceptions to the Service's performance obligations 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 person or entity 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 recipient any previously misdirected payments or transfers.

Payment will be made to your Payee either electronically via the Automated Clearing House (ACH) or by check. The method of payment depends upon the processing method that can be accommodated by the Payee or Allied Payment Systems (e.g., some Payees are unable to accept electronic payments).

The payment may be deducted from your Payment Account by two methods depending upon the amount of the payment and your credit history. The two methods are: 1.) Via an electronic debit through the Automated Clearing House Association (ACH) or 2.) Via a draft drawn on your account and processed through the Federal Reserve System (as if you had written a check drawn upon your Checking Account.) All bill payments debited from your account will appear on your monthly Statement of Account and under the "BILL PAY HISTORY" section of the Internet Bill Pay on the Midwest Community Bill Payment System. ACH debits will reflect the name of the Payee (e.g., XYZ Utility Company) as well as the date and amount; payments by check will be reflected on your statement with a date, payee and address, and amount. All payments can be viewed with the Payee's name, payment amount and payment date by reviewing your recent payment history under the electronic Payment List option provided to you as part of the Internet Bill Pay Service.

### **Prohibited/Discouraged Payments**

The following payment types are prohibited or discouraged through the Bill Pay Service. Discouraged payments may be scheduled at your own risk. We will not notify you if you attempt to make any of these payments and due to the time-sensitive nature of these payment types we will not be liable if we do not make a prohibited or discouraged payment that you've scheduled:

- Payments to Payees outside of the United States or its possessions/territories (prohibited and not issued under any circumstances)

- Tax Payments to the Internal Revenue Service or any state or other government agency.
- Court Ordered Payments, such as alimony or child support
- Payments to insurance companies

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR 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 THE SERVICE.

### **EXCLUSIONS OF WARRANTIES**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **Password and Security**

To access the Internet Bill Pay service you will need to log on to Midwest Community online banking (MC Online) and then click on the Bill Pay tab. From there the system will link you to the Internet Bill Pay site.

You agree not to give or make available your MC Online User ID and password to any unauthorized individuals. You are responsible for all bill payments you, and your Internet Bill Pay authorized user, authorize using the Service. If you permit other persons to use the Service or your MC Online User ID and password (knowing you have agreed not to disclose this information); you are responsible for all transactions they authorize. If you believe your MC Online User ID and password has been lost, stolen or compromised, or that someone may attempt to use the Service without your consent or has transferred money from your account by accessing your account without your permission, you must notify Midwest Community at once by calling us during business hours.

You also agree that Midwest Community may revoke your Internet Bill Pay and/or MC Online account access services if unauthorized account access and/or transactions occur as the apparent result of negligence in the safeguarding of the User ID and password(s) belonging to you and/or your authorized user. Further, you agree that, if Midwest Community is notified that you have included Midwest Community in the filing of a petition of bankruptcy, Midwest Community may revoke or refuse to grant you Internet Bill Pay service and/or MC Online account access to your account.

### **Your Liability for Unauthorized Transfers**

If you tell Midwest Community within two (2) Business Days after you learn of unauthorized access to your account(s) and/or that your MC Online User ID and password has been lost, stolen or compromised, you can lose no more than \$50.00. If you fail to notify Midwest Community within (2) Business Days after you learn of unauthorized access to your account(s) and/or that your MC Online User ID and password has been lost, stolen or compromised, and we can prove that we could have

prevented the unauthorized access to your account(s), or use of your MC Online User ID and password had you notified us, you could lose as much as \$500.00. If your monthly statement or your online account detail reflects any transfers or payments that you did not make, tell us at once. If you do not tell us within sixty (60) days after the first statement which reflected an unauthorized transfer(s) or payment(s) was mailed to you, you may not get back any money you lost after the 60 days, provided that we can prove that we could have stopped someone from taking money if you had told us in time.

### **Errors and Questions**

In case of errors and questions, refer to the Membership and Account Agreement for steps to take in order to notify the Credit Union of the error or question.

### **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 the transfers you make ONLY in the following situations:

If we return transfers or payments made from your account which are drawn on insufficient funds or if we are unable to complete an electronic transfer or payment because of insufficient funds, or

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant, or
- To a consumer reporting agency for quality assurance, or
- In order to comply with a governmental agency or court orders, or
- If you give us your written permission.

### **Charges or Fees**

As a participant in the Internet Bill Pay Service you will be charged according to our Rate and Fee Schedule. Please note: Your Midwest Community loan accounts may not be paid by using the Internet Bill Pay Service, but instead may be paid by using the transfer/payment option on the MC Online service or by automatic transfer from your Midwest Community Checking account at no charge. Additionally, charges for other transactions and optional services (e.g., Non-Sufficient Funds or Stop Payment Fees) are specified in Midwest Community's Rate & Fee Schedule which can be found on Midwest Community's web site.

If you opt to utilize the expedited payment services, you will be charged \$8.00 per same day electronic payment and \$25.00 per overnight check.

You agree to pay such fees and charges, and authorize the Service to charge your designated Payment Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your savings or loan accounts will continue to apply.

You are responsible for any and all telephone access fees or Internet service fees that may be assessed by your telephone utility and/or Internet Service Provider.

### **In the Event a Service Transaction Is Returned and/or Overdraws Your Payment Account**

In using the Service, you are requesting the system 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 not sufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In these cases, you agree that a non-sufficient funds (NSF) fee will be charged in accordance with Midwest Community's established and published fees. Further, you also agree that a NSF fee may be charged to your account even if the payment is not returned but is paid and overdraws your Payment Account.

By enrolling for and using this Internet Bill Pay service you agree that Midwest Community has the right to transfer funds from your available balance on your line of credit account as well as from all of your share accounts to recover funds for all payments that have been requested to be paid by you and your authorized user: this includes accounts on which you are the primary member-owner, as well as accounts on which you are the joint owner.

### **Alterations and Amendments**

The terms of 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 send notice to you at your address of record or by secure electronic message via the MC Online. Any use of the services after the service sends you a notice of change will constitute your agreement to such change(s). Further, the Service, may, from time to time, revise or update the programs, 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 Internet Bill Pay programs, services, and/or related material and limit access to the Service's more recent revisions and updates.

### **Address Changes**

You agree to promptly notify Midwest Community member service in writing of any address change. Changing your address on the Service does not automatically update your address of record at Midwest Community. Similarly, updating your address at Midwest Community does not automatically update the address on the Service.

### **Termination or Discontinuation**

In the event you wish to discontinue the Service, you must contact Midwest Community within 10 days prior to the actual service discontinuation date. You must request the service discontinuation by written correspondence sent via the mail. Written notice must be signed and sent to:

Midwest Community  
PO Box 608  
Defiance, OH USA 43512

Midwest Community may terminate Service to any individual at any time with cause, but without advance notice. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

### **Payee Limitations**

The Service reserves the right to refuse to pay any person or entity to which you may direct a payment. The Service is obligated to notify you promptly if it decides to refuse to pay a person or entity designated by you. This notification is not required if you attempt to pay tax or court-related payments or payments outside the United States and its possessions/territories (American Samoa, Guam, Marshall Islands, Micronesia, N. Mariana Islands, Palau, Puerto Rico and the Virgin Islands), which are prohibited under this agreement. Payments made to payees in United States possessions/territories may require additional processing time beyond the standard 2-5 business day processing time for payees within the United States proper.

### **Information Authorization**

Through your enrollment in the Internet Bill Pay Service, you agree that Midwest Community (or its third-party bill pay service provider) reserves the right to request a credit agency report and/or a review of your credit rating at its own expense through an authorized credit agency/bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a merchant or financial institution to resolve payment-posting problems.

### **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 communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what one of the Service's employees says and the terms of this Agreement, the terms of the Agreement shall control.

### **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 of its rights and responsibilities under this Agreement to independent contractors or other third-party service providers.

**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 for the Agreement.

**Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflicts of law provisions.