

**BILL PAYMENT AND PRESENTMENT TERMS & CONDITIONS FOR
ORANGE COUNTY'S CREDIT UNION
ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT**

In this disclosure and agreement, the words "I", "me", "my", "us", "they", and "our" mean each and all of those who apply for and/or use any of the electronic services described in this disclosure and agreement. The words "you", "your", and "yours" mean Orange County's Credit Union. My acceptance, retention, or use of an ATM card or other electronic funds transaction hereunder constitutes an agreement between you and me as described below.

This disclosure and agreement is given by you in compliance with the Electronic Funds Transfer Act (15 U.S.C. Section 1693, et seq.) and Regulation E (12 CFR 205, et seq.) to inform me of certain terms and conditions of the electronic funds transfer services I have requested.

All references within this document to the terms "Payment Service" and/or "the Service" reflect the Bill Payment and Presentment Service offered by Orange County's Credit Union.

I acknowledge electronic receipt of the Terms and Conditions Agreement ("Agreement") associated with Orange County's Credit Union's Bill Payment and Presentment service and agree that I have read and will abide by this agreement. I also agree that Orange County's Credit Union does not need to provide me with an additional, paper (non-electronic) copy of this agreement unless specifically requested. Further, I understand that using my browser's print command and a printer, I can print a copy of this agreement.

Business Day Disclosure

Your business days are Monday through Friday, except holidays. Your business hours are 9:00 a.m. to 6:00 p.m. Monday through Friday. ATMs, POS terminals, Telephone Banking System, Online Banking access and the Bill Payment and Presentment service are generally open, but not always accessible, 24 hours a day, 7 days a week.

Use of a Third-Party Bill Pay Service Provider

Fidelity National Information Services, Inc., herein known as FIS, is the third-party bill pay service provider that Orange County's Credit Union has contracted to provide bill payment service to its members. FIS will be processing bill payments and answering questions directly related to these member-initiated bill payments. Orange County's Credit Union, at its sole discretion, reserves the right to change Bill Payment and Presentment service providers.

Enrollment Request for Bill Payment and Presentment Service

Orange County's Credit Union reserves the right to refuse enrollment in the Bill Payment and Presentment service to any member who does not meet the service criteria which has been established by the Credit Union and/or FIS.

Bill Payment and Presentment Service

As used in this Agreement, the term "payee" means the vendor, biller, person or entity to which I wish a bill payment to be directed; "payment instructions" means the information provided by me to the service for a bill payment to be made to my payee (e.g., payee name, account number, payment amount, payment date, user name and password, if applicable, etc.); "payment account" means my 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 at Orange County's Credit Union, from which all bill payments may be made and/or such funds collected; "scheduled payment date" means the business day of my choice upon which my bill payment will be made and my "payment account" will be debited; and "cutoff time" means 7:30 pm Pacific 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.

By providing the payment service with the names and account information of those entities and/or persons to whom I wish to direct payment, I authorize the service to follow the payment instructions that it receives from me or my authorized user through the Bill Payment and Presentment service. When the service receives a payment instruction, I authorize it to debit my payment account and remit funds on my behalf so that the funds arrive as close to the business day designated by me as reasonably possible.

Bill Types

e-Bills: e-Bills are a feature of the service which allows me to receive bills electronically from participating payees. Participating payees establish their own criteria for reviewing requests to receive e-Bills and have sole discretion to accept or decline my request. The Credit Union does not participate in the decision. Participating payees may take up to five (5) business days to approve and my request to enroll in e-Bills.

Accessing e-Bills from a Third Party

In some cases, the service will obtain e-Bills and information I authorize from the Web site of the payee(s) I designate. To do so, I must provide the service with the necessary information needed for this purpose, such as any user name and/or required password. By doing so, I authorize you to retrieve the account information on my behalf and I appoint you as agent for this limited purpose.

Delivery of e-Bills

You take no responsibility if a payee does not provide the necessary data to forward an e Bill in a timely manner. If I do not receive an e-Bill, it is my responsibility to contact the payee directly. You are not responsible for any late charges or other adverse consequences. I must direct any questions I may have concerning the information contained within my e-bill to my payee directly. If I choose, I may set up e-mail notifications to alert me when my e-Bills are delivered to the service.

Payments and Transfers from my Credit Union accounts may be processed in four different ways:

"Today": If I designate a bill payment as a "today" transaction, the processing date will be the same day, up to 7:30 pm Pacific Time. Sufficient available funds must be available at the time I request the transaction. "Today" payments may be changed or canceled anytime before the "cut off time" of 7:30 pm Pacific Time on the processing date of the transaction.

"Future": If I designate a payment as a "future" transaction, I may request that the transaction be made on a future date that I may designate up to 365 days in advance. The processing date will be the effective date I entered, or the next business day should the effective date fall on a weekend or holiday. Sufficient funds must be available by midnight of the night before the processing date, but will be deducted from my account on the next business day after the processing date. "Future" transactions may be changed or canceled anytime before the "cut off time" of 7:30 pm Pacific Time on the processing date of the transaction.

"Recurring": (For all payee types) If I designate a payment as a "recurring" transaction, I may request that the transaction be made in the same amount to the same merchant or account on a specified regular or periodic basis (i.e. weekly, bi-weekly, monthly, etc). I will designate a "start" and "end" date. The processing date will be the effective date I entered, or the next business day should the effective date fall on a weekend or holiday. Sufficient funds must be available by midnight of the night before the processing date, but will be deducted from my account on the next business day after the processing date. "Recurring" transactions may be changed or canceled anytime up until the "cut off time" of 7:30 pm Pacific Time on the processing date of the transaction.

"Automatic": (Payees with e-Bills only) If I establish automatic payment rules to pay my payee(s), I authorize you to make payments to that specific payee(s) automatically based on the rules I create without requiring my approval each time. If an e-Bill is presented for payment that does not meet the criteria of the rules I created, the payment(s) will not be made automatically. I will have to review the e-Bill and make a manual payment for that payee(s) during this billing cycle. Automatic payments may be changed or canceled anytime up until the "cut off time" of 7:30 pm Pacific Time on the processing date of the transaction by editing or canceling the rules I have created for this payee.

Stop e-Bills

All parties have the right to cancel the service at any time. You will notify me if the Credit Union discontinues/stops e-Bills.

Stopping Bill Payments

Stop payment requests can only be placed on check processed payments. There is a stop payment fee of \$23 for each check payment that I request to be stopped, regardless of my status. In order to request a stop payment must contact a Credit Union Member Service Representative at 1-888-354-6228 during business Friday between 8:00 am and 7:00 pm Pacific Time and Saturday between 9:00 am and 2:00 pm. placed on any electronically processed payment transactions.

Bill Payments

All payments I make through Bill Payment and Presentment will be deducted from my designated payment account. Any payee I wish to pay through the service must be payable in U.S. Dollars. Each payee must appear on the payee list I create with you and the account I am paying must be in my name. I may not use Online Bill Payment to make payments to a federal, state or local government, or tax unit, or to other categories of payee that you may establish from time to time.

I must allow sufficient time for the payee to receive and process the payment before the payment due date (the due date shown on my invoice or provided in my agreement with payee, not taking into account any grace period provided by the payee). If I do not allow sufficient time, I will assume full responsibility for all late fees, finance charges, or other actions taken by payee. **(IMPORTANT: Payments may take up to 5 business days to reach the vendor (payee), as they are sent either electronically or by check. ORANGE COUNTY'S CREDIT UNION is not liable for any service or late charges levied against me).**

FIS is responsible only for exercising ordinary care in making payments upon my authorization and for mailing or sending a payment to the designated merchant. The Credit Union is not liable for any damages I incur if I do not have sufficient funds in my account to make the payment on the processing date, if the estimated time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of merchant address or account number, the failure of any merchant to account correctly for the payment in a timely manner, or for any other circumstance beyond the control of the Credit Union.

To use this service, I must keep the Credit Union aware of changes in my current home and/or business phone numbers, my physical address, and my e-mail address. A written notice will be sent to me of transactions you are unable to process because of insufficient available funds. In all cases, I am responsible for making alternate arrangements for the payment. **Insufficient available funds will cause my access to Bill Payment to be BLOCKED and prevent me from making any payments through the service until the matter is resolved. This may take a minimum of three business days after funds have been successfully withdrawn from my designated payment account, a stop payment has been placed on the payment (in the case of check payments only), or FIS has been reimbursed by the payee. If your payment was returned for any reason other than insufficient/unavailable funds, you may contact us directly once the payment has been withdrawn from your payment account to request that the block be removed. In this case, access to Bill Payment and Presentment may be restored in as little as one business day. Any scheduled or recurring payments that are to be sent during the time my access to the Service is BLOCKED will not be processed. I will need to make alternate arrangements for these transactions or reschedule them once my account is UNBLOCKED.** I understand that you have the right to terminate this Service if I have six (6) NSF occurrences in a twelve-month period. If you terminate my Bill Payment service, I will receive a written notification.

I authorize you, and any third-party acting on your behalf, to choose the most effective method to process my payments. When I perform the pay bills function, I will receive a transaction confirmation number for each requested payment. Unless I receive a confirmation number, you shall not be liable for any failure to make a payment.

The Credit Union reserves the right to refuse to make any payments, but you will notify me of any such refusal within three (3) business days following receipt of my process date. The service will use its best efforts to make all my payments properly. However, the service shall incur no liability if it is unable to complete any payments initiated by me through the service because of the existence of any one or more of the following circumstances:

You will NOT be liable, for instance, if:

Circumstances beyond the service's control (such as, but not limited to, fire, flood, earthquake, electronic failure, or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions;

Through no fault of yours, I do not have enough money in my payment account (or sufficient funds) to complete the payment or transfer, or the transaction would exceed the credit limit of my overdraft account;

The funds in my account are subject to an uncollected funds hold, legal process or other circumstances restricting such transaction or payment;

You have received incorrect or incomplete information from me or from third parties (e.g. the U.S. Treasury, an automated clearing house, or a terminal owner);

The Online Banking access, the Bill Payment and Presentment service or other electronic services system contemplated hereunder was not working properly and I knew about this breakdown when I started the transaction;

My Online Banking access password has been reported lost or stolen, has expired, is inactive due to non-use, is retained by you at my request; or because my password has been repeatedly entered incorrectly;

The transaction would exceed my PAL Line of Credit limit;

Your failure to complete the transaction is done to protect the security of my account and/or the electronic terminal system;

There may be other exceptions;

The Bill Payment processing center is not working properly and I knew or had been advised by the service about the malfunction before I executed the transaction;

The payee mishandles or delays a payment sent by the service;

I have not provided the service with the correct names, phone numbers, or account information for those persons or entities to which I wish to direct payment;

Provided none of the foregoing exceptions to the service performance obligations are applicable, if the service causes an incorrect amount of funds to be removed from my payment account or causes funds from my payment account to be directed to a person or entity which does not comply with my payment instructions, the service shall be responsible for returning the improperly transferred funds to my payment account and for directing to the proper recipient any previously misdirected payments or transfers.

Payment will be made to my payee either electronically via the Automated Clearing House (ACH) or by check or laser draft. Whether the payment is made electronically or by check is determined by the payee or FIS (e.g., some payees are unable to accept electronic payments).

Prohibited Payments

The following payment types are prohibited through the service:

- Tax Payments
- Court Ordered Payment
- Payments to payees outside of the United States or its possessions/territories as detailed in the payee limitations section of this Agreement.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND MY 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 MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Password and Security

I agree not to give or make available my Online Banking access password to any unauthorized individuals. I am responsible for all bill payments I and/or my Bill Payment authorized user authorize(s) using the service. If I permit other persons to use the service or my Online Banking access password (even though I have agreed not to disclose this information), I am responsible for all transactions they authorize. If I believe that my password has been lost, stolen or compromised, or that

I will not be charged a monthly fee for Bill Payment services as long as I remain an active Bill Payment user. I am considered an active user as long as I pay at least one bill during a consecutive three month period. If I do not remain an active user, I will be charged \$4.95 per month until I resume paying my bills online, regardless of my Relationship Status. **Additionally, the following fees may be charged: Year-End History CD fee of \$25, Stop Payment fee for check payments of \$23. Any fees associated with my standard deposit accounts will continue to apply.** I am responsible for any and all telephone and/or internet service fees that may be assessed by my telephone and/or internet service provider.

In the Event a Service Transaction Is Returned and/or Overdraws My Payment Account

In using the service, I am requesting the system to make payments for me from my payment account. If you are unable to complete the transaction for any reason associated with my payment account (for example, there are not sufficient funds in my payment account to cover the transaction), the transaction may not be completed. For check processed payments of less than \$500, the payment will be re-submitted up to 3 times before your account is put into a collection status with FIS. For check processed payments of \$500 or more, a stop payment will be automatically placed on the item, and the payment must be re-scheduled for payment. In some instances I will receive a return notice from Orange County's Credit Union. In these cases, I agree that a non sufficient funds (NSF) fee will be charged in accordance with the Credit Union's established and published service fees. Further, I also agree that an NSF fee may be charged to my account even if the payment is not returned but is paid and overdraws my payment account.

By enrolling for and using this Bill Payment and Presentment service I agree that Orange County's Credit Union has the right to collect funds from all of my share accounts as well as the available balance on my line of credit accounts to recover funds for all payments that have been requested to be paid by me and my authorized user; this includes accounts on which I am the primary member-owner, as well as accounts on which I am 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 me at my address of record or by secure electronic message via the Online Banking system. Any use of the services after the service sends me a notice of change will constitute my 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 Bill Payment programs, services, and/or related material and limit access to the service's more recent revisions and updates.

Mailing Address and E-mail Address Changes

I agree to promptly notify both Orange County's Credit Union and FIS in writing of any address change. Changing my address on the service does not automatically update my address of record at Orange County's Credit Union. Similarly, updating my address at Orange County's Credit Union does not automatically update the address on the service. So that I may properly receive all e-Bill information and e-mail notifications, I will provide you with a valid email address upon login to my Bill Payment and Presentment account or whenever I am prompted to do so by the system.

Termination or Discontinuation

In the event I wish to discontinue the service, I must contact Orange County's Credit Union within 10 days prior to the actual service discontinuation date. I may request the service discontinuation via Orange County's Credit Union's "Secure Support" found on your Web site and within Online Banking or by written correspondence sent via the mail. Written notice must be signed and sent to:

Orange County's Credit Union
P.O. Box 11777
Santa Ana, CA 92711-1777

Orange County's Credit Union 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

I will not be charged a monthly fee for Bill Payment services as long as I remain an active Bill Payment user. I am considered an active user as long as I pay at least one bill during a consecutive three month period. If I do not remain an active user, I will be charged \$4.95 per month until I resume paying my bills online, regardless of my ^{Ü^}, æå• status. **Additionally, the following fees may be charged: Year-End History CD fee of \$25, Stop Payment fee for check payments of \$23. Any fees associated with my standard deposit accounts will continue to apply.** I am responsible for any and all telephone access ^{^^•} for internet service fees that may be assessed by my telephone and/or internet service provider.

In the Event a Service Transaction Is Returned and/or Overdraws My Payment Account

In using the service, I am requesting the system to make payments for me from my payment account. If you are unable to complete the transaction for any reason associated with my payment account (for example, there are not sufficient funds in my payment account to cover the transaction), the transaction may not be completed. For check processed payments of less than \$500, the payment will be re-submitted up to 3 times before your account is put into a collection status with FIS. For check processed payments of \$500 or more, a stop payment will be automatically placed on the item, and the payment must be re-scheduled for payment. In some instances I will receive a return notice from Orange County's Credit Union. In these cases, I agree that a non sufficient funds (NSF) fee will be charged in accordance with the Credit Union's established and published service fees. Further, I also agree that an NSF fee may be charged to my account even if the payment is not returned but is paid and overdraws my payment account.

By enrolling for and using this Bill Payment and Presentment service I agree that Orange County's Credit Union has the right to collect funds from all of my share accounts as well as the available balance on my line of credit accounts to recover funds for all payments that have been requested to be paid by me and my authorized user; this includes accounts on which I am the primary member-owner, as well as accounts on which I am 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 me at my address of record or by secure electronic message via the Online Banking system. Any use of the services after the service sends me a notice of change will constitute my 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 Bill Payment programs, services, and/or related material and limit access to the service's more recent revisions and updates.

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Orange County's Credit Union
P.O. Box 11777
Santa Ana, CA 92711-1777

Orange County's Credit Union 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 I may direct a payment. The service is obligated to notify me promptly if it decides to refuse to pay a person or entity designated by me. This notification is not required if I 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.

Information Authorization

Through my enrollment in the Online Bill Payment service, I agree that Orange County's Credit Union (or its third-party bill pay service provider) reserves the right to request a credit agency report and/or a review of my credit rating at its own expense through an authorized credit agency/bureau. In addition, I agree that the service reserves the right to obtain financial information regarding my account from a merchant or financial institution to resolve payment-posting problems.

Disputes

In the event of a dispute regarding the service, I and the service agree to resolve the dispute by looking to this agreement. I agree that this agreement is the complete and exclusive statement of the agreement between me and the service, which supersedes any proposal or prior agreement, oral or written, and any other communications between me 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 this agreement shall control.

Assignment

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 this agreement.

Revised - 07/2010