

YOU SHOULD READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS BEFORE YOU USE ONLINE BILL PAY. YOU MAY NOT ACCESS OR USE ONLINE BILL PAY WITHOUT FIRST ACKNOWLEDGING YOUR ACCEPTANCE OF THESE TERMS.

CONSOLIDATED COMMUNITY CREDIT UNION "ONLINE BILL PAY" BILL PAYMENT AGREEMENT & DISCLOSURES

This Agreement is the contract that covers your and our rights and responsibilities concerning "Online Bill Pay" Bill Payment ("Bill Pay") services offered to you by Consolidated Community Credit Union ("Credit Union"). Consolidated Community Credit Union is an assumed business name of Consolidated Federal Credit Union. In this Agreement, the words "you" and "yours" mean those who request and use the Bill Pay service. The words "we," "us," and "our" mean the Credit Union. The word "account" means an eligible account you have with the Credit Union that you have designated as your bill payment account. "Payee" means anyone, including the Credit Union, that you designate to pay and the Credit Union accepts as a payee. The Bill Pay service allows you to access your account to pay most bills. By completing and transmitting a written or online service request for the Bill Pay service, each of you jointly and severally agree to the terms and conditions in this Agreement, and any amendments.

1. Bill Pay Services. You authorize us to process Bill Payments from your designated eligible account(s). We may change the types of accounts that are eligible as bill payment accounts. If we permit designation of accounts other than checking accounts as bill payment accounts, then bill payment transactions will count toward the monthly pre-authorized transaction limit on such accounts (as disclosed in your Truth in Savings Disclosures). The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your Payee.

a. Same Day Transactions are payments you designate to be paid on the current date. "Same Day" Bill Payments will be deducted from your account following the designated cut off times noted below

b. "Future" transactions are payments you designate to be paid at a future date. The transaction will be processed on the scheduled date or the next business day if the scheduled date falls on a weekend or holiday. "Future" transactions may be canceled or changed through the Bill Pay service up until the designated cut-off times noted below.

c. "Recurring" transactions are payments you designate to reoccur on a specified regular basis (i.e. monthly). You may designate the start and end dates for payments. "Recurring" transactions will be deducted from your account on the scheduled date. "Recurring" transactions may be canceled or changed through the Bill Pay service up until the cut-off times noted below. When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date. the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

2. Processing Times. Payments will be processed on the business day (generally Monday through Friday, except certain holidays that you designate as the payment's processing date, provided the payment is submitted prior to the two daily cut-off times of approximately 5:00am and 12:00pm Pacific Standard Time.

A payment submitted after the cut-off times on the designated process date will be processed at the next designated cut-off time, which may be the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

3. Bill Pay Dollar Limit. There is a dollar limit on any one Bill Payment of \$9,999.00 or the available balance in your designated account, whichever is less. Transfers to or from any account are subject to the terms and conditions applicable to that account as set forth in the Membership and Account Agreement and Rate and Fee Schedule.

4. Person to Person Transfer (P2P) and Account to Account (A2A) Transfer. The Pay a Person payments is a service that allows users to send money via bill pay to others through an email, direct deposit or check. The Credit Union will, at its sole discretion, authorize the use of P2P and A2A and may at its sole discretion disallow the use of P2P and A2A payments from any Credit Union Member. Once you have provided your authorization for the Transfer, you may not be able to cancel the electronic Transfer. P2P and A2A transfers are subject to the following limitations:

- You may not initiate any one transfer in excess of \$3,500.00.
- You may not initiate transfers totaling more than \$3500.00 in any day.
- You may not initiate transfers totaling more than \$20,000.00 in any month.

The Credit Union may, at its discretion, impose smaller limits on the amount of money you can send through P2P and A2A service.

You agree to use the Service for legal purposes and not in violation of any laws, including but not limited to, laws and regulation designed to prevent Money Laundering and laws prohibiting internet gambling. If any of your Accounts has a joint account holder, you represent and warrant that the joint account holder has consented for you to represent both and use the account with this Service if we are notified of such situation.

- a. Authorization to Transfer Funds.** You represent to the Credit Union that you own each Eligible Credit Union Account, Verified Account and have full right and authority to all the funds on deposit therein. In addition, you authorize the Credit Union to execute and charge your Eligible Credit Union Account(s) for any A2A transfer request to a Verified Account and from a Verified Account to your Eligible Credit Union Account, including any related fee, subject to any applicable limit as to dollar amount, time delays to complete transfers when your A2A transfer requests are made in accordance with the procedures established by the Credit Union. You agree that the Credit Union has no obligation to execute any request for a transfer using A2A transfer that is not initiated in accordance with such procedures. You understand that acceptance and processing of an A2A transfer request is subject to the terms and conditions stated in this Agreement, as amended from time to time. This authorization shall remain in full force and effect until you have informed the Credit Union and the Credit Union has had a reasonable opportunity to act on it. You agree that the Credit Union is relying upon the information you provide in originating an A2A transfer on your behalf. Any errors in the information, including incorrect or inconsistent account names and numbers or the ABA number or name of the financial institution holding your Verified Account are your responsibility. You agree that if A2A transfer instructions identify a Verified Account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. You understand that financial institutions holding your Verified Accounts may not investigate discrepancies between names and numbers and the Credit Union has no responsibility to investigate discrepancies between names and account numbers. Not all types of accounts are available for funds transfer service. For example, retirement, business or corporate accounts. Also you must check with your financial institution to verify their ability to participate in external funds transfer service. Also, there may be limitations related to each transaction such as total amount, number of transactions allowed, or total transaction amounts defined by your financial institution. All funds transfers are also subject to the rules and regulations governing the relevant

Verified Accounts. You agree not to request any A2A transfers from or to Verified Accounts that are not allowed under the rules or regulations applicable to such accounts.

- b. Account Set-up and Verification.** The Credit Union will initiate a funds transfer request for you when you access your Eligible Credit Union Account(s) through the Online Banking service using the established login credentials. The Credit Union's procedures are designed to authenticate your identity before accepting a request for an A2A transfer but not to detect errors in the content of your instructions. You authorize the Credit Union to verify your account at another financial institution ("Third Party Account") through the use of a trial transfer, in which three low value transactions will be made between the accounts. Once the verification process is successful, each Third Party Account will become a Verified Account. You agree to verify online the amounts of such deposits and/or withdrawals. Upon your request, we will make electronic transfers from your designated and active Eligible and Verified Accounts via the Automated Clearing House (ACH) system in the amount you specify. You agree that such requests made with this Service constitute your written authorization for such transfers. You understand that your bank may limit the number of transactions that you authorize using your savings or money market account.
- c. Transfer Requirements and Conditions.** Your request for a transfer will be executed on the next Business Day so long as it is initiated by the cutoff time of 11:00 a.m. PST. If your request for a Standard transfer is received by the Credit Union on a day that is not a Business Day or on a Business Day after the established cut-off hour, we will not process your request until the next Business Day.

We may change your transfer limits at any time. Any decrease will be subject to notice, as required by law, but you agree that we may reduce your limits without prior notice upon occurrence of a Disqualifying Event, including: (i) any of your Credit Union accounts are not current or are not in good standing, (ii) you have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Credit Union account during the current or three prior calendar months, or (iii) you have had any prior transfer to or from a non-Credit Union account canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.
- d. Modifying or Cancelling Pending Transfers.** Pending transfer instructions can be cancelled or modified until the status changes to "In Process". Transfer Instructions cannot be cancelled or modified after cut-off time on the transfer date. If you close any of your Eligible or Verified Accounts, you are responsible to remove it from the Service to avoid any transaction failure and charges related to a failed transaction. There may be additional fees to you for failed transactions.
- e. Rejection of an A2A transfer Request.** The Credit Union reserves the right to reject your funds transfer request. The Credit Union may reject a request if the dollar value of one or more of your transfer requests exceed the daily or monthly transfer limit if you have insufficient available funds in your Eligible Credit Union Account for the amount of the A2A transfer, if your request is incomplete or unclear, if the Credit Union identifies a security risk related to a requested transfer or if the Credit Union is unable to fulfill your request for any other reason. You understand that if the Credit Union rejects a request for an A2A transfer for one or more of the reasons set forth above, you will be informed of the rejection during your online session or by e-mail as soon thereafter as the Credit Union has determined to reject the request.
- f. Cancellations, Amendments or Recalls.** You may cancel or amend a funds transfer request only if the Credit Union receives your request prior to the execution of the funds transfer request and at a time that provides the Credit Union with a reasonable opportunity to act upon that request. The Credit Union shall not be liable to you for any loss resulting from the failure of the beneficiary bank to agree to a recall or amendment of your funds transfer request. You further agree that the Credit Union shall not be responsible for any delay, or failure to execute your funds transfer request due to circumstances beyond the Credit Union's reasonable control - including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of

transmission of your funds transfer request to the bank or execution of such request by the bank, whether caused by strikes, power failures, equipment malfunctions, or acts or omissions of any intermediary bank or beneficiary bank

5. Payees. You may pay any "Payee" with-in the United States (including U.S. territories and APO's/AEO's). The Credit Union reserves the right to refuse the designation of a "Payee" for any reason. The Credit Union is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

6. Processing Payments. The amount of your requested Bill Payment will be deducted from your account on the Scheduled Payment Date and will be processed by us on that date or the next business day should the processing date fall on a weekend or holiday. Therefore, you must have sufficient funds available to cover your payment on the day of the Scheduled Payment Date.

Bill Payments are delivered to the payee either electronically, which may take up to two (2) business days from the Scheduled Payment Date, or by check to those payees not set up to accept electronic payments, which may take up to five (5) business days from the Scheduled Payment Date. It is your responsibility to schedule your Bill Payments in such a manner that your obligations will be paid on time. You should enter and transmit your Bill Payment instructions at least six (6) business days before a Bill is due. If you do not allow sufficient time or your account has insufficient funds, you assume full responsibility for any late payments, finance charges that may be imposed, or other actions taken by a payee as a result of a late (or unpaid) payment. In no event will we automatically resubmit a payment for you after funds become available.

The Credit Union will not process any Bill Pay transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for providing or entering. If there are insufficient funds in your account to make the Bill Pay request, we may (in our sole discretion) refuse to make the payment. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous.

7. Canceling or Changing Bill Payments. A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date. Payments scheduled on the same day cannot be stopped, canceled or changed after the designated cut-off times. You may cancel or stop payment on Future and Recurring Bill Payment instructions under certain circumstances by following the instructions provided. If you discover an error in or want to change a payment instruction (i.e., payment date or payment amount) for a Bill Payment that you have already scheduled for transmission through the Bill Pay service, you may electronically edit or cancel your payment request through the Bill Pay service. Your cancellation or change request must be entered and transmitted through the Bill Pay service prior to the designated cut-off times. If your request is not timely entered, you will be responsible for the payment.

8. Liability for Unauthorized Access. You are responsible for all transactions you authorize using the Bill Pay services under this Agreement. If you permit other persons to use your Bill Payment Service you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your Bill Payment Service and accessed your accounts without your authorization. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or access code, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows Bill Pay transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized EFT transactions. If a good reason (such as a hospital stay) kept you from telling us, we may extend the

time periods.

If you believe that your Bill Pay Account has been compromised or that someone has transferred or may transfer money from your account without your permission, call us at (503) 232-8070 or 1 (800) 444-8115, or email the Credit Union: www.consolidatedccu.com or write the Credit Union at:

Consolidated Community Credit Union
1033 NE 6th Ave
Portland, OR 97232

9. Authorized Access Designation. You may designate other persons who are authorized to obtain information and conduct transactions on your account through Online Banking or Mobile Banking. Such authorization will be unlimited unless our service permits you to limit the authorization and you take the necessary steps to do so. This means that persons you designate will be able to view information on all accounts on which you are an owner and loans on which you are a borrower, and to transfer funds among the accounts or to other accounts that you do not own. All transactions conducted by someone you designate will be authorized just the same as if you had conducted the transaction yourself. The access designation will remain in effect until you notify us that you have revoked it in accordance with the instructions provided.

10. Business Days. Our business days are Monday through Friday. Holidays are not included.

11. Fees.

- a. **Monthly Fee** - Free for all Checking Accounts except 2nd Chance Checking. For 2nd Chance Checking there is a \$6.95 fee.
- b. **Stop Payment** - If you request us to stop payment on a bill payment that has been made by check, you will pay a fee of \$30.00. Stop payments can only be placed on payments made by check; they are not available for transactions performed electronically.
- c. **Rush Payment** - Overnight delivery \$19.95, 2nd day delivery \$14.95
- d. **Donation Checks** - \$1.99
- e. **Gift Checks** - \$2.99

12. Transaction Documentation.

- a. **Right to Receive Statements.** Transfers and withdrawals transacted through Bill Pay will be recorded on your periodic statement provided by mail or online.
- b. **Bill Pay Confirmation Numbers.** Upon completion of a transaction using the Bill Pay service, a confirmation number will be given. You should record this number, along with the payee, scheduled date and transaction amount for reference in the event any problems occur. No printed receipts are issued through the Bill Pay.
- c. **Account Information Disclosure.** We will disclose information to third parties about your bill payment transfers you make in the following circumstances:
 - 1. As necessary to complete transfers;
 - 2. To verify the existence of sufficient funds to cover specific transactions upon the authorized request of a third party;
 - 3. To comply with government agency or court orders; and
 - 4. If you give us your express permission.

13. Limitation of Liability for Bill Pay Services. If we do not complete a transfer to or from your account

on time or in the correct amount according to our agreement with you, we will be liable for your actual losses or damages. Our sole responsibility for an error in a transfer will be to correct the error and in no case will we be liable for any indirect, special, incidental, or consequential damages. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:

- a. If, through no fault of ours, you do not have adequate funds in your account to complete the transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit, if applicable.
- b. If you have not properly followed any applicable computer, or Credit Union user instructions for making transfer and Bill Pay transactions.
- c. If your computer fails or malfunctions or the phone lines or Credit Union computer system was not properly working and such problem should have been apparent when you attempted such transaction.
- d. If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment, power or network failure) prevent making the transaction.
- e. If the funds in your account are subject to an administrative hold, legal process or other claim.
- f. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer or Bill Payment.
- g. If, through no fault of ours, a Bill Payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inadequate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
- h. If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or software related problems for software not provided by us.
- i. If there are other exceptions as established by the Credit Union from time to time. The Credit Union is not liable for any failed bill payments if you fail to promptly notify the Credit Union after you learn that you have not received credit from a "Payee" for a bill payment.

14. Termination of Bill Pay Services. You agree that we may terminate this Agreement and your Bill Pay services if you breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your accounts. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

15. Amendments and Notices. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will notify you at least twenty-one (21) days before the effective date of any change, or as required by law. This means we will mail you notice or if you have consented to electronic disclosures, we will send the notice to the E-mail address you have designated. Use of the Bill Pay service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

16. Billing Errors. In case of errors or questions about your Bill Pay transactions, contact us by: telephone at the phone numbers; E-mail at our E-mail address; or write us at the address set forth in Section 8 as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- a. Tell us your name and account number.
- b. Describe the transaction you are unsure about and explain as clearly as you can. If you believe it is an error or why you need more information.
- c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within thirty (30)

days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will re-credit your account within ten (10) business days (twenty (20) business days if the suspected error occurred outside the United States or if it occurred at a merchant location for the purchase of goods) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account.

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

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