

FLORIDA CREDIT UNION BILL PAY SERVICE AGREEMENT

Revised June 1, 2020

This agreement (Agreement) between you and Florida Credit Union (FCU) governs your use FCU's bill paying service (Bill Pay) to direct FCU to make payments from your designated checking account(s) to the person or entity (Payee) you choose in accordance with this agreement. By using Bill Pay, you acknowledge that you have read and agree to the terms and conditions of the Agreement. In this Agreement, the words "you" and "your" mean the consumer that applied for and/or uses Bill Pay. This Agreement is in addition to the account agreements, disclosures and other documents in effect from time to time governing your account, including, but not limited to, your Consumer Membership Agreement and/or Business Membership Agreement and the disclosures contain therein and your FCU Anywhere Online Service Agreement. Bill Pay is available to eligible FCU members with a checking account in good standing and in FCU's sole discretion.

FCU will not process any bill payment transfer if the required transaction information is incomplete. FCU will withdraw the designated funds from your account on or after the date you schedule for payment. FCU will begin processing your bill payment within 1 business day from the date the payment is submitted, provided the payment is submitted before the daily cut-off time. The daily cut-off time is currently 3 p.m. EST. Payment will be made on the date you select in the Bill Pay system. The payment date We will have no obligation to initiate any payment if there are not sufficient funds in your designated account but may at our discretion. You must allow sufficient time for vendors to process your payment after they receive a transfer from FCU. Please allow at least a 7-day lead-time prior to your due date. FCU cannot guarantee the time that any payment will be credited to your account by the vendor and will not be liable for any service fee, late charge, or finance charge. You agree to follow the requirements of the Bill Pay interface, which are incorporated herein by reference, and can be found on FCU's website. FCU may set limits on the amount or number of any daily or monthly transactions, and you will be notified if you exceed those limits. In an effort to maximize security and maintain the highest level of service, any Bill Pay account that has not processed a payment in 3 months may be closed. FCU is not responsible for any Bill Pay account information that is lost due to account inactivity.

You may pay any Payee within the United States (including U.S. territories and APOs/AEOs). FCU reserves the right to refuse the designation of a Payee for any reason.

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. If the calculated payment date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the "Pay Before" option is selected, the processing date for the payment is adjusted to the first business date prior to the calculated processing date.
- If the "Pay After" option is selected, the processing date for the payment is adjusted to the first business date after the calculated processing date.

If your frequency settings for the recurring payment specify a day of the month that does not exist (i.e., the 29, 30 or 31), then the last calendar day of that month is used as the calculated processing date.

A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled payment date.

For bills paid electronically, funds must be available at the time the payment is processed. For bills paid by check, funds must be available at the time check is presented to FCU for payment. If funds are not available and you have opted into our Bounce Free Protection, fees may apply. We may change the payment method you select at any time and for any reason. We will notify you at the time payment is submitted of any such change.

You are responsible for paying all fees associated with your use of Bill Pay. Applicable fees are disclosed in your Fee Schedule. Any applicable fees may be charged regardless of whether Bill Pay was used, except for fees that are use-based. Use-based fees may be charged to any account you have at FCU. There may also be charges for additional transactions and other optional services.

You are solely responsible for controlling the safekeeping of the Username and Password you use to access Bill Pay. If you want to terminate another person's authority to use Bill Pay, you must notify FCU arrange to change your Password. You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment. FCU is not liable for the following non-exclusive circumstances:

- A bill payment that is not made if you did not properly follow the instructions for making a bill payment.
- Any failure to make a bill payment if you fail to promptly notify FCU Institution after you learn that you have not received credit from a Payee for a bill payment.
- Your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be FCU's agent.
- A bill payment cannot be made due to incomplete, incorrect, or outdated information.

FCU has the right to change this Agreement at any time by sending you written notice by electronic mail or by regular mail at your last known address or by posting the updated terms on FCU website or within the Online Service, or as otherwise permitted by law.

FCU has the right to terminate or suspend this Agreement or the Bill Pay service as to your account(s) at any time. You may terminate this agreement by written notice to FCU. FCU is not responsible for any payment request made before FCU has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by FCU on your behalf after termination.

In the event any part of this Agreement is ruled by any court or regulatory authority to be invalid or unenforceable, this Agreement shall be automatically modified to eliminate the affected part. The remainder of the Agreement shall remain in full force and effect.

Waiver by either party of any breach or default by the other party of the terms of this Agreement shall not be deemed to nor shall the same constitute a waiver of any subsequent breach or default by the other party.

You may not assign this Agreement or any rights or obligations hereunder. FCU may assign this Agreement at any time in its sole discretion.