

Chartway Bill Pay Disclosure and Authorization

ELECTRONIC BILL PAYMENT AUTHORIZATION

By providing the Credit Union with names and account information of Payees to whom you wish to direct payments, you authorize the Credit Union to follow the Payment Instructions that it receives. When the Credit Union receives a Payment Instruction, you authorize the Credit Union to debit your Payment Account and remit funds on your behalf so that the funds arrive as soon as reasonably possible after the Scheduled Payment Date designated by you. You also authorize the Credit Union to credit your Payment Account for payments returned to the Credit Union by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

The Credit Union will use its best efforts to make all your payments properly. However, the Credit Union shall incur no liability and any Service Guarantee shall be void if the Credit Union is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of the Credit Union, your Payment Account does not contain sufficient funds to complete the transaction;
- The Service's payment processing center is not working properly and you know or have been advised about the malfunction before you execute the transaction;
- You have not provided the Credit Union with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee;
- Circumstances beyond control of the Credit Union (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Credit Union has taken reasonable precautions to avoid those circumstances; and/or,
- Any loan on your account is delinquent more than 30 days or if you have monies owed to the credit union for dishonored checks or past due fees.

Provided none of the foregoing exceptions are applicable, if the Credit Union 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 Payee which does not comply with your Payment Instructions, the Credit Union shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

PAYMENT METHOD-The Credit Union reserves the right to select the method in which to remit funds through the Service on your behalf to your payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a draft payment.

PAYMENT CANCELLATION REQUESTS - You may cancel or edit any scheduled payment (including recurring payments) by following the directions within the Service. There is no charge for canceling or editing a Scheduled Payment. Once the Credit Union has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted. If you are still in the same session during which you scheduled the payment, you can delete it from the scheduled payments list. If you have exited the session, you cannot delete the today payment because the transaction has already been completed.

STOP PAYMENT REQUESTS-The Credit Union's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Credit Union may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed through the Service. If you desire to stop any payment that has already been processed through the Service, you must contact us via one of the following: Telephone us at 1-800-678-8765 during member service hours and/or write us at: Chartway Federal Credit Union, 160 Newtown Rd, Virginia Beach VA 23462.

Although the Credit Union will make every effort to accommodate your request, the Credit Union will have no liability for failing to do so. The Credit Union 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.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS- If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your 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 account if you had told us, you could be liable for as much as \$500.00. If your monthly statement contains transfers 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 without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money 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.

ERRORS AND QUESTIONS - In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following: Telephone us at 1-800-678-8765 during member service hours and/or write us at: Chartway Federal Credit Union, 160 Newtown Rd, Virginia Beach VA 23462.

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 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 10 business days. In the case of a request for reimbursement for an unauthorized withdrawal, you agree to provide the Credit Union with an affidavit on the Credit Union's form describing the nature of the loss. We will tell you the results of our investigation within 10 business days after we hear from you and we will correct any error promptly. If we need more time however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error so that you will have 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 10 business days, we may not re-credit your account.

If you give notice of an error within 30 days after the first deposit to an account is made, we will tell you the results of our investigation within 20 days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 90 days to investigate your complaint or question. If we decide to do this, we will credit your account within 20 business days for the amount you think is in error, so that you will have the use of the funds during the time it takes us to complete our investigation. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

SERVICE FEES AND ADDITIONAL CHARGES – The Bill Pay service is at no charge, however there may be fees associated with events or requests made through the service. Any applicable fees are outlined in the Fee and Rate Schedule. All 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 telephone and/or Internet service provider.

FAILED OR RETURNED TRANSACTIONS - In using the Service, you are requesting the Credit Union 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 will not be completed. In some instances, you will receive a return notice from the Credit Union. In such case, you agree that:

You will reimburse the Credit Union immediately upon demand the transaction amount that has been returned to the Service;

You will reimburse the Credit Union for any fees imposed as a result of the return;

You will reimburse the Credit Union for any fees it incurs in attempting to collect the amount of the return from you; and,

The Credit Union is authorized to report the facts concerning the return to any credit reporting agency.

ALTERATIONS AND AMENDMENTS - This Agreement, applicable fees and service charges may be altered or amended by the Credit Union from time to time. In such event, the Credit Union shall provide notice to you. Any use of the Service after the Credit Union provides you a notice of change will constitute your agreement to such change(s). Further, the Credit Union may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Credit Union reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

ADDRESS OR BANKING CHANGES - It is your sole responsibility to ensure that the contact information in your user 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 Service or by contacting member service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the Help files. The Credit Union is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

SERVICE TERMINATION, CANCELLATION, OR SUSPENSION - In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact member service via one of the following: Telephone us at 1-800-678-8765 during member service hours and/or write us at: Chartway Federal Credit Union, 160 Newtown Rd, Virginia Beach VA 23462.

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

DISPUTES - In the event of a dispute regarding the Service, you and the Credit Union 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 Credit Union which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Credit Union relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Credit Union says and the terms of this Agreement, the terms of this Agreement will prevail. You agree to pay the Credit Union's reasonable attorneys fees and costs for any actions we take to enforce this Agreement.

GOVERNING LAW - This Agreement shall be governed by and construed in accordance with the laws of the state in which you live, without regard to its conflicts of law(s) and/or provisions.