



Bill Pay Disclosure

Introduction

This Agreement is the contract, which covers your and our rights and responsibilities concerning the Bill Payment Services offered to you by LGE Community Credit Union ("Credit Union"). In this Agreement, the words "you" and "your" mean those who submit a Bill Payment Service authorization form and any authorized users. The word "account" means any one or more share accounts you have with the Credit Union. By submitting the online acceptance below, you agree to the following terms governing your and our rights and responsibilities concerning the Bill Payment electronic funds transfer services. Electronic funds transfers ("EFTs") are electronically initiated Bill Payment transactions involving your Credit Union deposit accounts.

Upon approval and acceptance of this disclosure, you may use your personal device to access your accounts. You must use your username along with your password to gain access to the Bill Pay Service through our Digital Banking platform. The Bill Payment service is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the Credit Union's Bill Payment services may not be available due to system maintenance. You will need a personal device, internet access, and an appropriate web browser or mobile application. The online address for the Bill Payment service is www.lgeccu.org. You are responsible for the installation, maintenance, and operation of your personal device. The Credit Union will not be responsible for any errors or failures involving your personal device.

Service Definitions

"Service" means the Online Bill Payment service offered by LGE Community Credit Union ("Credit Union").

"Agreement" means this Bill Payment Agreement & Disclosure.

"Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you through the Service to the Credit Union for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Funding Account" is the Checking or Money Market account from which bill payments and Service fees, if any, will be debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the date you want your Payee to receive your bill payment. If the Scheduled Payment Date falls on a non-Business Day it will be considered the previous Business Day.

"Due Date" is the date reflected on your Payee Statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing; this could also include payments that are currently in process to Payee on your Scheduled payment date.

Payment Scheduling

The earliest possible Scheduled Payment Date for each Payee (up to three (3) days for electronic or six (6) days for checks or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, you will not be permitted to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Payee. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Due Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

The Service Guarantee

Due to circumstances beyond the control of the Credit Union, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. The Credit Union will not bear responsibility for any late payment related charges after its Due Date.

Payment Authorization and Payment Remittance

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. In order to process payments more efficiently and effectively, the Credit Union may edit or alter payment data or data formats in accordance with Payee directives.

When the Credit Union receives a Payment Instruction, you authorize the Credit Union to debit your Funding 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 Funding 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 Funding Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- The 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 Funding Account information, or the correct name, address, phone number, or account information for the Payee; and/or,

- 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.

Provided none of the foregoing exceptions are applicable, if the Credit Union causes an incorrect amount of funds to be removed from your Funding Account or causes funds from your Funding Account to be directed to a Payee which does not comply with your Payment Instructions, the Credit Union will work to correct the transaction in accordance within its policy, processor guidelines, and all federal, state, and local regulations.

Payment Methods

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 laser draft payment (funds remitted to the Payee on paper may be deducted from your Funding Account up to five days prior to the actual due date.) It is crucial you review your account balances on a regular basis to be sure funds are available to cover expected payments, not doing so could cause overdraft fees.

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.

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 issued or cleared. The Credit Union may 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 our Member Services team. 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.

Prohibited Payments

Payments to Payees outside of the United States or its territories are prohibited through the Service. It is unlawful to use this system to transfer money to any person or organization listed in the Office of Foreign Asset Control's Specially Designated Nationals list. Future payments could be restricted and services may be forfeited.

You agree that illegal use of any financial service will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at LGE's discretion. You further agree, should illegal use occur, to waive the right to sue LGE for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold LGE harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.

Exception Payments

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Credit Union

be liable for any claims or damages resulting from you are scheduling of these types of payments through the Service. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Credit Union has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, miss-posted, or misdirected payments will be the sole responsibility of you and not of the Credit Union.

Bill Delivery and Presentment

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Payee. The Credit Union is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. You agree the Credit Union may, at the request of the Payee, provide to the Payee your email-address, service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing you about any Service or bill information.

Activation. Upon activation of the electronic bill feature of the Service, the Credit Union may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

Authorization to Obtain Bill Data. Your activation of the electronic bill feature for a Payee shall be deemed by us to be your authorization for us to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide us with your user name and password for that Payee. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification. The Credit Union will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Credit Union may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification. The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Credit Union will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternate form of bill delivery. The

Credit Union will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill. You agree to hold the Credit Union harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

Accuracy and dispute of electronic bill. The Credit Union is not responsible for the accuracy of your electronic bill(s). The Credit Union is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

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:

1. Telephone us at 770-424-0060 during member service hours;
2. Contact us in Online Banking by using the "Contact Center Option"; and/or,
3. Email us at: ContactCenter@LGEccu.org
4. Write us at:
LGE Community Credit Union
PO Box 1188
Marietta, GA 30061

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears.

You must:

- Tell us your name and member number;
- Describe the error or the transaction question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly.

However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Funding Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Funding Account. If it is determined, there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Credit Union may revoke any provisional credit provided to you if we find an error did not occur.

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 transactions you make in the following situations:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to a credit bureau or Payee;
- To a consumer reporting agency for research purposes only;
- In order to comply with a governmental agency or court orders; or,
- If you give us your express permission.

Service Fees and Additional Charges

There may be fees associated with the use of this service, please see Fee Schedule for details. Any financial 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 Funding Account. If we are unable to complete the transaction for any reason associated with your Funding Account (for example, there are insufficient funds in your Funding 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 for any 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.

Service Termination, Cancellation, or Suspension

In the event you wish to cancel the Service, you may contact member service via one of the following:

1. Telephone us at 770-424-0060 during member service hours;
2. Contact us in Online Banking by using the "Contact Center" widget; and/or,
3. Email us at: ContactCenter@LGEccu.org
4. Write us at:

LGE Community Credit Union
PO Box 1188
Marietta, GA 30061

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.

Payee Limitation

The Credit Union reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

Reg D Transaction Limitations

During any calendar month, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized, automatic, telephonic, online banking, or audio response transfer or instruction from your Savings and/or Money Market account. We will reject transactions which exceed the above limit.

Returned Payments

In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Credit Union for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Credit Union will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Funding Account.

Information Authorization

Your enrollment in the Service may not be fulfilled if the Credit Union cannot verify your identity or other necessary information. A valid email address is required for use of the Service and all users must 18 years or older

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 attorney's fees and costs for any actions we take to enforce this Agreement.

Other General Terms

Other Agreements. In addition to this Agreement, you agree to be bound by and will comply with all terms and conditions applicable to your relationship with LGE Community Credit Union, as described in your LGE Community Credit Union Membership & Account Agreement, prior receipt of which you acknowledge.

Severability. In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

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. This Agreement shall be governed by and construed under the laws of the state of Georgia as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. 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 Georgia 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 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.