

INTERNET BILL PAY SERVICE AGREEMENT AND DISCLOSURE

BY CLICKING ON THE "ACCEPT" BUTTON OR ACCESSING, INSTALLING, OR USING ANY PART OF THE SERVICE, YOU ARE AGREEING TO AND CONSENTING TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THEN LEAVE THE WEBSITE.

THIS INTERNET BILL PAY SERVICE AGREEMENT (the "Agreement") is made between Memorial Credit Union ("Credit Union" or "We" or "Us") and any person ("Member" or "You") who completes the registration process to open and maintain an account with Credit Union's internet bill pay service (the "Service"). We and you are collectively referred to as the "parties."

PIN/Password and Security

You must not give or make available your Account Number or PIN to any person. If you permit another person to use the Service or your Account Number and PIN (even though you have agreed not to disclose this information); you are responsible for all transactions they authorize. If you believe that your Account Number or PIN has been lost, stolen, or compromised or that someone may attempt to use the Service without your consent or has transferred money from your account by accessing your account without your permission, then you must notify Credit Union immediately by calling us during business hours.

Use of a Third-Party Bill Pay Service Provider

D+H is the third-party bill pay service provider with whom Credit Union has contracted to provide bill pay services to its members. D+H will be processing the payments that you or your authorized user authorize. Credit Union may change service providers or use additional or other third-party service providers without notice to you.

Internet Bill Pay Service

The term "Payee" means the vendor, biller, person or entity to whom you wish a payment to be directed; "Payment Instructions" means the information provided by you to us through the Service for a payment to be made to your Payee (e.g., Payee name, account number, payment amount, payment date, etc.); "Payment Account" means your checking account and, in the instance of non-sufficient funds and/or an overdrawn account, any applicable share account or available balance of line-of-credit account (e.g., line-of-credit overdraft accounts) maintained by Credit Union, from which such funds may be collected; "Business Day" means Monday through Friday, excluding Federal holidays; "Payment Date" means the Business Day of your choice upon which we will begin processing the payment and on which your Payment Account will be debited; and "Cutoff Time" means 3:00pm Central Standard Time on any Business Day, and is the time by which the Service must receive instructions to have them considered entered on that particular Business Day.

Payment amounts are limited to \$10,000.00 per transaction and \$20,000.00 per day for all transactions. You must have enough available money in the Payment Account to fund the transaction.

By providing us with the names and account information of those entities and/or persons to whom you wish to direct payment, you authorize us to follow the Payment Instructions that we receive from you or your authorized user through the Service. When we receive Payment Instructions, you authorize us to debit your Payment Account and to process and send the payment.

It is your responsibility to schedule your payments in such a manner that your obligations will be paid on time. The amount of time it takes for a payment to be processed and delivered to the Payee may vary, depending on a number of factors. For this reason, you must select Payment Dates that are no less than 5 Business Days before the actual due date for payment (not the late date and/or a date in the grace period). Payment Instructions entered after the Cutoff Time or on a non-Business Day will be considered entered in the Service on the next Business Day.

A payment is "In Process," starting on the Payment Date. A payment is a "Pending Payment," starting when you enter Payment Instructions and ending when the payment becomes "In Process." A payment is "Completed" when D+H issues the payment, either by check or electronically. You may cancel or edit any Pending Payment (including any recurring bill payment) by following the directions provided on the Internet Bill Pay system Online Help. There is no charge for canceling or editing a Pending Payment. Please note: we may not have a reasonable opportunity to act on any instruction, given after a payment is "In Process," to stop payment, and it is not possible to stop a payment which is "Completed." If you desire to stop any payment which is "In Process," you must call Memorial Credit Union at 713-778-6300. We will have no liability for failing to stop a payment after it is "In Process." Stop payment requests sent to us via electronic mail or in any other manner will not reach us in time for us to act on your request. If you call, we may also require you to present your request in writing within fourteen (14) days after you call. The charge for each stop payment order will be the then current charge for such service as disclosed in our Rate & Fee Schedule.

Prohibited/Discouraged Payments

The following payment types are prohibited or discouraged through the Service. Discouraged payments may be scheduled at your own risk. We will not notify you if you attempt to make any of these payments. We will not be liable if we do not make a prohibited or discouraged payment that you've scheduled:

- Payments to Payees outside of the United States or its possessions/territories (absolutely prohibited)
- Tax Payments to the Internal Revenue Service or any state or other government agency
- Court Ordered Payments, such as alimony or child support
- Payments to insurance companies

Our Liability

The Service will use its best efforts to make all your payments properly. If you properly follow the procedures described herein, and if the Service fails to send a payment according to the Payment Instructions received, then the Service will bear responsibility for all late charges that are not waived.

In any other event, including but not limited to choosing a Payment Date which is less than 5 Business Days prior to the date on which the payment is due to be received by the Payee, you release us from any and all liability for paying any late charges or penalties incurred by you.

Additionally, you release us from any and all liability if we are unable or unwilling to complete any payment initiated by you through the Service because of the existence of any one or more of the following circumstances:

- If your Payment Account does not contain sufficient funds, or if any Payment Account has been closed, administratively frozen, or is not in good standing, or if we reverse a payment because of insufficient funds;
- If your equipment or any system, or any portion thereof, through which or on which the Service operates is not working properly;
- If the Payee mishandles or delays a payment sent by the Service;
- If you have not provided us with the correct name, phone number, address, and account information for the Payee;

- If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy;
- If you receive notice that any payment you have made remains unpaid or has not been completed, and you fail to notify us of that fact immediately upon your receipt of such notice;
- If you do not instruct us soon enough for your payment to be received and credited by the time it is due;
- If a Payee does not process your payment promptly or correctly;
- If the money in the Payment Account is subject to any legal process or restraint of any sort or if any proceeding exists that purports or appears to impose any legal restriction or restraint against the payment or transfer from any Payment Account;
- If the transaction is a Prohibited/Discouraged Payment, as described above;
- If circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent, delay, intercept, or alter the transaction.

Provided none of the foregoing exceptions to the Service's performance obligations are applicable, if the Service 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 person or entity which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account and for directing to the proper recipient any previously misdirected payments or transfers.

You also release all of our employees, officers, directors, members, shareholders, attorneys, and agents from any and all liability arising from or relating to your use of the Service.

THE FOREGOING SHALL CONSTITUTE THE ENTIRETY OF OUR LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLTION, USE OF THE SERVICE OR ANY EQUIPMENT OR SOFTWARE ASSOCIATED THEREWITH OR RELATED THERETO.

Transfer of Funds

Payment will be made to your Payee either electronically via the Automated Clearing House (ACH) or by check. The method of payment depends upon the processing method that can be accommodated by the Payee or D+H (e.g., some Payees are unable to accept electronic payments).

The payment may be deducted from your Payment Account by two methods depending upon the amount of the payment and your credit history. The two methods are: 1.) Via an electronic debit through the Automated Clearing House Association (ACH) or 2.) Via a draft drawn on your account and processed through the Federal Reserve System (as if you had written a check drawn upon your Checking Account.) All bill payments debited from your account will appear on your monthly Statement of Account and under the "BILL PAY HISTORY" section of the Internet Bill Pay on the Memorial Credit Union Bill Payment System. ACH debits will reflect the name of the Payee (e.g., XYZ Utility Company) as well as the date and amount; payments by check will be reflected on your statement with a date, payee and address, and amount. All payments can be viewed with the Payee's name, payment amount and payment date by reviewing your recent payment history under the electronic Payment List option provided to you as part of the Internet Bill Pay 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.

Your Liability for Unauthorized Transfers

If you notify us, within two (2) Business Days after you learn of unauthorized access to your account(s) and/or that your Memorial Credit Union Internet Home Banking Account Number and PIN has been lost, stolen or compromised, you can lose no more than \$50.00. If you fail to notify us within (2) Business Days after you learn of unauthorized access to your account(s) and/or that your Memorial Credit Union Internet Home Banking Account Number and PIN has been lost, stolen or compromised, and we can prove that we could have prevented the unauthorized access to your account(s), or use of your Memorial Credit Union Internet Home Banking Account Number and PIN had you notified us, you could lose as much as \$500.00. If your monthly statement or your online account detail reflects any transfers or payments that you did not make, tell us at once. If you do not notify us, within sixty (60) days after the first statement which reflected an unauthorized transfer(s) or payment(s) was mailed to you, you may not get back any money you lost.

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 transfers you make only in the following situations:

- If we return transfers or payments made from your account which are drawn on insufficient funds or if we are unable to complete an electronic transfer or payment because of insufficient funds, or
- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your account to a third-party, such as a credit bureau or merchant, or
- To a consumer reporting agency for quality assurance, or
- In order to comply with a governmental agency or court orders, or
- If you give us your written permission.

Charges or Fees

As a participant in the Service you will be charged according to our Rate and Fee Schedule. Please note: Your Memorial Credit Union loan accounts may not be paid by using the Internet Service, but instead may be paid by using the transfer/payment option on the Memorial Credit Union Internet Home Banking service or by automatic transfer from your Memorial Credit Union Checking account at no charge. Additionally, charges for other transactions and optional services (e.g., Non-Sufficient Funds or Stop Payment Fees) are specified in Memorial Credit Unions Rate & Fee Schedule which can be found on the Memorial Credit Union website.

If you opt to utilize the expedited payment services, you will be charged \$9.95 per electronic payment and \$30.00 per overnight check.

You agree to pay such fees and charges and authorize the Service to charge your designated Payment Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your savings or loan accounts will continue to apply.

You are responsible for any and all telephone access fees or internet service fees that may be assessed by your telephone utility and/or internet service provider.

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

In using the Service, you are requesting that we 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 not sufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In these

cases, you agree that a non-sufficient funds (NSF) fee will be charged in accordance with Memorial Credit Unions Rate & Fee Schedule. Further, you also agree that a NSF fee may be charged to your account even if the payment is not returned but is paid and overdraws your Payment Account. **In the event your account is NSF, the account will be blocked for 3 days. No new payments can be scheduled while the Bill Pay account is blocked and any payments scheduled to debit during the block period will not process and must be rescheduled manually. Recurring payments will debit as scheduled in the next payment cycle.**

By enrolling for and using this Service you agree that we have the right, but not the obligation, to transfer funds from your available balance on your line-of-credit account as well as from all of your share accounts to recover funds for all payments that have been requested to be paid by you or your authorized user: this includes accounts on which you are the primary member-owner, as well as accounts on which you are the joint owner.

Alterations and Amendments

The terms of this Agreement, applicable fees, and service charges may be altered or amended by us from time to time. In such event, we will send notice to you at your address of record or by secure electronic message via the Memorial Credit Union Internet Home Banking service. Any use of the Service after we send you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Internet Bill Pay programs, services, and/or related material and limit access to the more recent revisions and updates.

Address Changes

You agree to promptly notify us in writing of any address change. Changing your address on the Service does not automatically update your address of record in our primary system. Similarly, updating your address in our primary system does not automatically update the address on the Service.

Termination or Discontinuation

In the event you wish to discontinue the Service, you must contact us, within 10 days prior to the actual service discontinuation date. You must request the discontinuation by written correspondence sent via the mail. Written notice must be signed and sent to:

Memorial Credit Union

7789 Southwest Freeway, Suite #120

Houston, Texas 77074

We may terminate any individual's use of the Service at any time without cause, and without advanced notice. Neither termination nor discontinuation will affect your liability or obligation under this Agreement.

Payee Limitations

We reserve the right to refuse to pay any Payee. We will notify you if we decide to refuse to pay a person or entity designated by you. This notification is not required if you 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. Payments made to payees in United States possessions/territories may require additional processing time beyond the standard 3-5 Business Day processing time for Payees within the United States proper.

Information Authorization

Through your enrollment in the Service, you agree that we (or our third-party bill pay service provider) reserves the right to request a report from any credit reporting agency report and/or to review of your credit rating. In addition, we reserve the right to obtain financial information regarding your account from a merchant or financial institution to resolve any payment-processing problems.

Disputes

This Agreement constitutes the entirety of the agreement between you and us, regarding your use of the Service, and this Agreement supersedes any prior oral or written proposal or agreement. This Agreement may be modified only in writing and only by us. If there is a conflict between what one of our employees says and the terms of this Agreement, then the terms of this Agreement will control.

Assignment

You may not assign this Agreement to any other party. The Service may assign this Agreement to any directly or indirectly affiliated company. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors and/or other third-party service providers.

No Waiver

No delay, act or omission by us constitutes a waiver of any right or remedy hereunder, unless such waiver is in writing and signed by us. A waiver on any one occasion will not be a bar or waiver of any rights or remedies on future occasions.

Captions

The captions of Sections hereof are for convenience only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

Governing Law and Mandatory Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law provisions. Venue for any conflict arising from or relating to this Agreement shall lie exclusively in Harris County, Texas or in the federal judicial district encompassing such county.

Please contact us at accounting@memorialcu.org with any questions or concerns.