



Terms & Conditions

Bill Payment Service

This Terms and Conditions of the Bill Payment Service is the contract covering the rights and responsibilities concerning the bill payment services offered to you by First Technology Federal Credit Union ("First Tech"). By using the Bill Payment Service, each of you, jointly and separately, agree to the terms and conditions of this Agreement and any amendments made hereafter.

The Membership and Account Agreement previously provided to you will govern all transactions made on First Tech's Internet Banking and Bill Payment services. All funds transferred from a loan account will be subject to the applicable loan agreement and secured by any security agreement for accessing your loan proceeds.

Service Definitions

- "Account" means any one or more share savings and/or checking accounts you have with First Tech regardless of which member number was provided to the Bill Payment Service.
- "Agreement" means these terms and conditions of the Bill Payment Service.
- "Biller" is the person or entity to which you instruct First Tech to send a bill payment or is the person or entity from which you receive electronic bills, as the case may be.
- "Billing Account" is the account from which all Service fees will be automatically debited.
- "Business Day" is every Monday through Friday, excluding Federal Reserve holidays.
- "Due Date" is the date reflected on your Biller statement for which the payment is due. It is not the late date or grace period.
- "Payment Account" is the account from which bill payments will be debited.
- "Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
- "Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
- "Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.
- "Service" means the Bill Payment Service offered by First Tech through its Service provider.
- "We", "Us", and "Our" mean First Tech.
- "You" and "Yours" mean those who sign the application or account cards as applicants, joint owners, or any authorized users.

Eligibility for Internet Account Access

You understand that, in order to use the Service, your account(s) must be in good standing with First Tech. You understand, if you do not perform a transaction with in any given six (6) month period, your account may become deactivated. You further understand your access to the Service may be restricted in accordance with First Tech's Membership and Account Agreement as well as the Limitation and Termination of Services Corporate Policy.

Equipment and Technical Requirements

You understand, to use the Service you must have Internet access through an Internet Service Provider ("ISP"). You agree to ensure all software used to access the Service has been updated to the most current version available. You further understand First Tech does not make any warranties on equipment, hardware, software, or ISP, or any part of them, expressed or implied, including, without limitation, and warranties or merchantability of fitness for a particular purpose. First Tech is not responsible

for any loss injury, or damages, whether direct, indirect, special, or consequential, caused by the ISP, any related software, or the First Tech's Online Banking or Bill Payment Services, or the use of them or arising in any way out of the installation, use, or maintenance of your personal computer hardware, software, or other equipment.

Payment Scheduling

The earliest possible Scheduled Payment Date for each Biller (typically seven (7) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller 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 Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

The Service Guarantee

Due to circumstances beyond the control of First Tech or its Service provider, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. First Tech will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

Payment Authorization and Payment Remittance

By providing First Tech with names, account information, and access information of Billers to whom you wish to direct payments, you authorize First Tech and its Service provider to follow the Payment Instructions that it receives through a Biller's payment system. In order to process payments more efficiently and effectively, payment data or data formats may be edited or altered in accordance with Biller directives.

When Payment Instructions are received by First Tech, you authorize First Tech and its Service provider to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you or the Biller's payment system. You also authorize First Tech to credit your Payment Account for payments returned to First Tech or its Service provider by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

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

- (1) If, through no fault of First Tech, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account on the date the payment posts a debit to your Payment Account;
- (2) The payment processing center is not working properly and you know or have been advised about the malfunction before you execute the transaction;
- (3) You have not provided the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or
- (4) Circumstances beyond the control of First Tech or its Service provider (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

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

Payment Methods

First Tech and its Service provider reserve the right to select the method in which to remit funds on your behalf to your Biller. 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 Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

Stop Payment Requests

The ability to process a stop payment request for a payment scheduled to be made through the Service will depend on the payment method and whether or not a check has cleared. First Tech may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact customer service. Although, First Tech will make every effort to accommodate your request, First Tech will have no liability for failing to do so. First Tech 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 Billers outside of the United States or its territories are prohibited through the Service.

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 First Tech be liable for any claims or damages resulting from you scheduling of these types of payments. 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. First Tech has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of First Tech.

Bill Delivery and Presentment

This feature is for the presentment of electronic bills by your Biller only and it is your sole responsibility to contact your Billers 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 Biller — updates or changes to your personal information with the electronic Biller such as, but not limited to, name, address, phone number(s) and e-mail address(es), are unable to be made through the Service. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all user names and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. First Tech and its Service provider may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about the Service and/or bill information.

- **Activation.** Upon activation of the electronic bill feature, First Tech or its Service provider may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your account(s) current. Each electronic Biller 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 Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller in order to receive information from your Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
- **Notification.** First Tech and its Service provider will use their best efforts to present all of your electronic bills promptly. In addition to notification within the Service, First Tech or its Service provider 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 Biller to Biller. You are responsible for ensuring timely payment of all bills.
- **Cancellation of electronic bill notification.** The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The time frame for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bill(s) already in process at the time of cancellation.
- **Non-Delivery of electronic bill(s).** You agree to hold First Tech and its Service provider harmless should the Biller 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 Biller directly.
- **Accuracy and dispute of electronic bill(s).** First Tech is not responsible for the accuracy of your electronic bill(s). First Tech and its Service provider are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Biller(s).

Exclusions of Warranties

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Password and Security

You agree not to give or make available your password, or other means to access your account, to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service, your password, or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen, that someone may attempt to use the Service without your consent, or has transferred money without your permission, you must notify the Service at once by calling 800.637.0852 during customer service hours.

Your Liability for Unauthorized Transfers

If your monthly First Tech statement contains transactions that you did not authorize, you must tell us at once in order to avoid liability for unauthorized transactions. 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.

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 **855.855.8805** during customer service hours;
- (2) Contact us by using the application’s e-messaging feature; and/or,
- (3) Write us at: **First Technology Federal Credit Union, PO Box 2100, Beaverton, OR 97075-2100**

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 statement was sent to you on which the problem or error first appears. You must:

- (1) Tell us your name and Service account number;
- (2) Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and
- (3) 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 Payment 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 Payment 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 Service 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 **ONLY** in the following situations:

- (1) Where it is necessary for completing transactions;
- (2) Where it is necessary for activating additional services;
- (3) In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- (4) To a consumer reporting agency for research purposes only;
- (5) In order to comply with a governmental agency or court order(s);
- (6) If you give us your written permission; or
- (7) In accordance with First Tech's Privacy Policy which can be viewed at firsttechfed.com.

Service Fees and Additional Charges

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize First Tech and its Service provider to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your share accounts will continue to apply. You are responsible for any and all telephone access fees and/or ISP fees that may be assessed by your telephone and/or ISP.

Failed or Returned Transactions

In using the Service, you are requesting First Tech and its Service provider to make payment(s) for you from your Payment Account(s). 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 Service. In such case, you agree that:

- (1) You will reimburse First Tech immediately upon demand the transaction amount that has been returned to the Service;
- (2) For any amount not reimbursed to First Tech within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
- (3) You will reimburse First Tech for any fees imposed on First Tech as a result of the return;
- (4) You will reimburse First Tech for any fees it incurs in attempting to collect the amount of the return from you; and
- (5) You authorize First Tech 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 First Technology Federal Credit Union from time to time. In such event, notice shall be provided to you. Any use of the Service after delivery of notice of change will constitute your agreement to such change(s). Further, First Tech or its Service provider may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, First Tech 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. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

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 number(s) and email address(es). Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. First Tech and its Service provider are 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 customer service via one of the following:

- (1) Telephone us at **855.855.8805** during customer service hours; and/or
- (2) Write us at: **First Technology Federal Credit Union, PO Box 2100, Beaverton, OR 97075-2100**

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

Biller Limitation

We reserve the right to refuse to pay any Biller to whom you may direct a payment. We will notify you promptly if we decide to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a Prohibited Payment or an Exception Payment under this Agreement.

Returned Payments

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. First Tech and its Service provider will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

Information Authorization

Your enrollment in the Service may not be fulfilled if First Tech or its Service provider cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that First Tech and its Service provider reserve the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that

First Tech and its Service provider reserve the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

Disputes

In the event of a dispute regarding the Service, you and First Tech 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 First Tech which supersedes any proposal or prior agreement, oral or written, and any other communications between you and First Tech relating to the subject matter of this Agreement. If there is a conflict between what an employee of First Tech or its Service provider says and the terms of this Agreement, the terms of this Agreement will prevail.

Assignment

You may not assign this Agreement to any other party. First Tech may assign this Agreement to any future, directly or indirectly, affiliated company. First Tech may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

No Waiver

First Tech shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by First Tech. No delay or omission on the part of First Tech in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Captions

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

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.