

Bill Payer Services Agreement

This Bill Payer Service Agreement ("Agreement") is the contract, which covers your and our rights and responsibilities concerning Bill Payer services offered to you by WCLA Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who submit a Bill Payer service Authorization Form and any authorized users. In this Agreement the words "we" and "us" and "our" and "ours" mean WCLA Credit Union. The terms of this Agreement apply to both consumer and business members, except as specifically provided in this Agreement.

By submitting an Online Authorization Form, you agree to the following terms governing your and our rights and responsibilities concerning the Bill Payer services and electronic funds transfers ("EFTs") involving your account.

1. Bill Payer Services. When you apply for the Bill Payer service ("Bill Pay") you must designate your checking account as the account from which payments that you authorize will be deducted. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. All payees must be in the United States. We reserve the right to not allow the designation of a particular merchant or institution.

a. Service Access. Upon approval, you may use your personal computer to access your accounts. You must use your member number along with your password to access your accounts. The Bill Payer 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 Payer services may not be available due to system maintenance. You will need a personal computer, Internet access and an appropriate web browser. The Bill Payer service is available through the WCLA Credit Union's home banking site. You are responsible for the installation, maintenance and operation of your computer and modem. The Credit Union will not be responsible for any errors or failures involving any telephone service or your computer.

b. Service Definitions

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

"Payment Account" is the checking account from which Bill Payments will be debited.

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

"Scheduled Payment" is a payment that has been scheduled through the Bill Payer Service but has not begun processing.

c. Scheduling a Payment. Payments can be scheduled to any payee on your account from designated checking accounts at the Credit Union. You can schedule payments at any time with a maximum per payment limit of \$50,000.00. Payments are scheduled on the date you wish the funds withdrawn from your account. These withdrawal dates are limited to Sunday through Friday, excluding a day prior to an observed Federal Holiday.

Each payee record contains an indicator on the payment method of "Check" or "Electronic". It is your responsibility to allow sufficient days from the withdrawal date for check or electronic payments to be received and processed by your payee. It may take one (1) to two (3) business days for electronic payments

and up to seven (7) business days for check payments to be received and processed by your payee. At times, check payments may be delayed by the payee processor. The Credit Union will not be responsible for such delays. The Credit Union may restrict your account from scheduling further payments in the event you have a delinquent loan or your account fails to comply with guidelines specified within this document.

Bill Payer checks are void after ninety (90) days from the issue date. We may from time to time send you an e-mail notification reminder whenever a check payment had not cleared. You are responsible for any late payments, late fees, interest payments and service fees charged by your payee(s) and for allowing sufficient time for Bill Payments to be processed so that funds can be delivered to the payee on or before the due date. The Bill Payer service provided is responsible only for exercising ordinary care in making payments upon your authorization and for mailing or sending a payment to the designated payee in accordance with this Agreement. The Credit Union is not liable for any damages you incur if you do not have sufficient funds in your designated Checking Account to make the payment on the processing date, if the estimated time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of payee address or account number, the failure of any payee to credit the account correctly for the payment in a timely manner, or for any other circumstances beyond the control of the Credit Union.

d. Editing or Cancelling a Pending Payment. You may edit or cancel any one time or recurring pending payment via Bill Payer prior to the payment withdrawal date. You may not edit or cancel a payment after we have withdrawn the funds from your account.

e. Payment Transactions. You may use Bill Payer to initiate two different types of Bill Pay transactions:

Single Non-recurring Payment. Single payments are payments initiated by setting the payment amount and future payment date. A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. Our daily cut-off time is 4:00 pm (PST). A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

Recurring Payments. Recurring payments are payments that reoccur on a preset date with a fixed amount. You have the option in Bill Payer to set recurring payments to continue indefinitely or to stop on a specific date. Payments can be canceled or changed through Bill Payer until funds are withdrawn from the account. 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 processing date is a non-business date (generally weekends and certain holidays), it is adjusted.

f. Number and Authorized Payees. You may schedule payments up to an unlimited number of payees located in the United States. You may not make payments to federal, state or local governments or other categories of payees we designate from time to time. When you submit a Bill Payer transaction, you authorize us to transfer funds from your checking account. We will process Bill Payer transactions only to those payees the Credit Union has designated, payees you authorize and payees for whom the Credit Union has the proper payee member number. The Credit Union will not process any Bill Payer transfers if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to process the Bill Payer transaction, we may refuse to process the transaction or we may process the transaction and transfer funds from any overdraft protection account you have authorized. The Credit Union reserves the right to refuse to process transactions that reasonably appear to the Credit Union to be fraudulent or erroneous.

g. Bill Payer 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 through the payment system. 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 and its processing agents to debit your Payment Account and remit funds on your behalf so that the funds arrive as soon as reasonably possible after the payment processing date designated by you. You also authorize the Credit Union and its processing agents 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 Bill Payer Service.

The Credit Union will use its best efforts to make all your payments properly. However, the Credit Union shall incur no liability 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 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 by the Credit Union 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; 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 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.

h. Handling of Payment Exceptions. An automatic e-mail notification will be sent to the primary e-mail address on file whenever a payment cannot be processed as requested. In all cases, you are responsible for either making alternate arrangements for the payment, or rescheduling the payment through the Bill Payer service. Insufficient available funds will prevent the Credit Union from making more payments until resolved. You authorize the Credit Union, and any third-party acting on the Credit Union's behalf, to choose the most effective method to process your payments.

The status of your payments can be viewed via the Bill Payer history page.

It is your responsibility to:

- Maintain your e-mail address
- Review e-mail notifications from the Credit Union Home banking or Bill Pay
- Review the status of your payments via the Bill Pay history page
- Make necessary arrangements with payees for the handling of late fees, making late payments or restoring service cancellations

Some of the payment exception reasons may include, but are not limited to, a closed account, a delinquent loan and/or non-sufficient funds.

Payments may be returned to the Credit Union due to an invalid mailing address or payment data. These payments will be refunded back to your account. An e-mail notification will be sent to the address on file notifying you of any returned payments.

We may from time to time, attempt to validate the payment data with the payee and resend the payment on your behalf. A service fee will be charged to your account for handling returned payments as disclosed. For additional information, please review the Schedule of Fees and Charges.

i. Canceling a Payment. A Bill Payer can be changed or cancelled any time prior to the cutoff time on the scheduled processing date. 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. The system will calculate the "Estimated Arrival Date" of your payment. This is only an estimate, so please allow ample time for your payments to reach your "Payees". Once the Credit Union has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

j. 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. If you desire to stop any payment that has already been processed, you must contact Member Service. 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.

k. Prohibited and Restricted Payments. Payments to Payees outside of the United States or its territories are prohibited through the Bill Pay Service. Tax payments and court ordered payments may be scheduled through the Bill Payer 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 your scheduling of these types of payments. The Credit Union has no obligation to research or resolve any claim resulting from a prohibited or restricted payment. All research and resolution for any misapplied, misposted or misdirected payments will be the sole responsibility of you and not of the Credit Union.

2. Security of Access Code. The access code is your home banking password you create for your security. Your password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping of your password. You agree not to disclose or otherwise make your password available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your password, you understand that person may use the Home Banking or Bill Payer service to access and review all of your account information and execute account transactions. Therefore, we are entitled to act on transaction instructions received using your password and you agree that the use of your password will have the same effect as your signature authorizing transactions.

If you authorize anyone to use your password in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your password immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your password is changed. If you fail to change your password or maintain the security of your password and the Credit Union suffers a loss, we may terminate your electronic services immediately.

3. Member Liability.

a. Transaction Authorization. Under this Agreement, you are responsible for all transactions you authorize using Bill Pay services (EFT transactions). If you permit other persons to use your password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, you must notify us immediately if you believe anyone has used your password and accessed your accounts without your authorization. All transactions that person performs are authorized transactions.

If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized.

b. Limits on Consumer Accounts. For EFT transactions on a consumer account, if you notify us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not notify us within two (2) business days after you learn of the unauthorized use of your account or password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. If your statement shows EFT transactions that you did not make, notify us immediately. If you do not notify us within sixty (60) days after the statement was mailed to you, you may be liable for the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized EFT transactions. If a good reason (such as a hospital stay) kept you from notifying us, we may extend the time period. If you believe your password has been lost or stolen or that someone has transferred or may transfer funds from your account without your permission, contact us immediately by one of the following:

Telephone: 360.352.5033

In person at one of the WCLA Credit Union branches

Mail: WCLA Credit Union
PO Box 207
Olympia, WA 98507-0207

c. Limits on Business Accounts. The Credit Union will not be responsible for any losses or damages you may incur regarding the unauthorized access to or use of your account through the service.

4. Business Days. Our business days are Monday through Friday. Holidays are not included.

5. Fees and Charges. The fees and charges for the payment services under this Agreement are as follows:

- Bill Payer Services - transaction fees (electronic or check)
 - Up to 35 bill pay withdrawals per month - no charge
 - More than 35 bill pay withdrawals per month - \$0.25 per transaction
- Stop Payment - \$20.00
- Returned Bill Pay Item - \$15.00

Fees and charges may be changed from time to time. We will notify you of any changes as required by law.

6. Transaction Documentation. Transactions conducted with the services under this Agreement will be recorded on your monthly statement sent to you by mail or e-statements if you have requested e-statements.

7. Account Information Disclosure. We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy as stated on our website at: www.loggers.com/cu. However, we may disclose information to third parties about your account or the transactions you submit in the following limited circumstances:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- To comply with government agencies or court orders;
- If you give us your express written permission.

8. Limitation of Liability for Bill Payer Services.

a. Consumer Accounts. If we do not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. Our sole responsibility for an error in a transaction will be to correct the error and in no case will we be liable for any indirect, special, incidental, or consequential damages. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:

- i. If, through no fault of ours, you do not have sufficient funds in your account to complete the transaction, your account is inactive, or the transaction would exceed the credit limit on your line of credit, if applicable.
- ii. If you used the wrong account or password, you have not properly followed any applicable service or Credit Union user instructions for making payment transactions.
- iii. If your personal computer malfunctioned or the phone lines were not working properly or the Credit Union computer system was not working properly and such problem(s) should have been apparent when you attempted your transaction.
- iv. If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- v. If the funds in your account are subject to an administrative hold, legal process or other claim.
- vi. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process the transaction.
- vii. If, through no fault of ours, a payment transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was insufficient; payment is lost in the mail or the payee failed to process a payment correctly or in a timely manner and a fee, penalty, or interest charge is assessed against you.
- viii. If an error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by the Credit Union.
- ix. If there are other exceptions as established by the Credit Union.

b. Business Accounts. The Credit Union shall have no liability to you, or any other person or entity for any loss, damage, cost, or expense arising out of this Agreement regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the services provided for in this Agreement. We shall have no liability for not completing a transaction, if we receive actual notice or have reason to believe that you have filed for bankruptcy, the ownership of funds involving a transaction or the Authorized Representative's authority to conduct a transaction is in question; we suspect your account has been used for illegal or fraudulent purposes; or we reasonably believe that a transaction is prohibited by federal law or regulation, or this Agreement. We will not be liable if you fail to report timely any error or discrepancy reflected in a statement prepared by us, or if you fail to report a breach of a security procedure. If we fail to perform under this Agreement in accordance with the standards set herein, our liability for damages, losses, and other compensation owing to you shall be limited to direct damages caused solely by the Credit Union. We shall not be liable for any loss, damage, liability, or claim arising directly or indirectly from any error, delay, or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil

or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints, or any other event beyond its control.

9. Termination of EFT Services. You agree that we may terminate this Agreement and your Bill Pay services, if you, or any authorized user of EFT services or password breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your accounts or password. In addition, we reserve the right to terminate the service if you fail to use the service for more than two consecutive billing cycles. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, monthly fees will apply for any partial month with no prorating. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

10. Amendments. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will notify you, by mail, at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

11. Statement Errors. For consumer accounts, in case of errors or questions about your EFT transactions, contact us by: telephone at the phone number set forth in Section 3; send us an e-mail to the address set forth in Section 3; or write us at the address set forth in Section 3, as soon as possible. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- Tell us your name and member number.
- Describe the transaction 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 ten (10) business days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have the 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 ten (10) business days, we may not re-credit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

12. 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 Washington 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 to, subject to Washington law, 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.