

Bill Pay Disclosure

This Bill Pay Disclosure supplements and amends the Online Banking Disclosure that you agreed to when you signed up for Online Banking. You may use Bill Pay to make one-time or repeating payments to companies, merchants, individuals, or loan or credit Accounts, or to transfer funds between your eligible accounts held by Aventa or between an eligible account held by us and an external account. When you use, or allow another to use, Online Banking to send instructions to us to make payments or transfers through Online Banking you agree to the following terms and conditions set forth in this Disclosure. You agree that you will not use this service for International ACH Transactions, which are prohibited under this Disclosure. All of your payments and transfers will appear on the statement for your respective accounts. Certain payments or transfers available through the Online Banking may be subject to terms and conditions in agreements or disclosures separate from this Agreement. Please refer to the agreements and documentation that you received for those services for that information.

Any transfer made from any of your savings accounts by using the Online Service is a restricted transfer subject to certain limitations. Please refer to the Online Banking Disclosure. Not all Accounts are eligible for Bill Pay. You agree not to use Bill Pay to pay Payees to whom you are obligated for tax payments, payments made pursuant to court orders, fines, payments made pursuant to court orders, fines, gambling debts, and payments that are otherwise prohibited by law.

By furnishing us with the names of your designated payees/merchants, their addresses, and other necessary information, you authorize us to follow the payment instructions to these payee/merchants that you provide us via online banking. When we receive a payment instruction (for the current or a future date), we will remit funds to the payee on your behalf, from the funds in your checking account, on the day you have instructed them to be sent ("Payment Date"). However, we shall not be obligated to make any such payment unless your account and/or overdraft protection plan has sufficient funds or credit availability to pay the bill on the Payment Date. Funds for ALL bill payments (whether these payments are made electronically or by check) will be withdrawn from your account ON THE DAY the payment is scheduled TO BE SENT TO THE PAYEE. We reserve the right to not make any or all of the payments you have specified in the event that your account does not have funds to cover ALL the bill payments you have instructed us to make.

We may disclose information to third parties about your Account or the payments and transfers you make:

1. as necessary to complete transactions.
2. in connection with the investigation of any claim you initiate.
3. to comply with government agency or court orders.
4. in accordance with your written permission.
5. as otherwise permitted by the terms of our privacy policy.

Our privacy policy, which includes details about our information sharing practices, was provided to you when you opened your Account. It can be viewed on our website.

Cutoff Times are as follows on any Business Day (in Mountain Time): 2:00pm MST.

You have the right to stop or change any scheduled payment. You must cancel the payment by no later than the cutoff time indicated above, on the day prior to the payment date, by using the cancel payment function on the Payments page within Online Banking or by calling the Contact Center on 800.555.6665.

All Cutoff Times referenced in this Disclosure reflect the times displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer. For this reason, we suggest that you transmit any instructions to us sufficiently in advance of such Cutoff Times to eliminate the possibility of missing the cutoff.

Any payments made with Bill Pay require sufficient time for your payee to credit your account properly. To avoid incurring a finance charge or other charge, you must schedule a payment sufficiently in advance of the due date of your payment to allow the payee time to receive it.

If we do not complete a transfer or payment to or from an Account in the correct amount or according to our agreement with you, we will be liable for those damages as the law imposes in such cases. However, there are some exceptions. We will not be liable, for example:

- A. If, through no fault of ours, your Account does not contain sufficient funds to make the transfer or payment and the transfer or payment would exceed any credit line or any overdraft for such Account.
- B. Your operating system or software was not functioning properly at the time you attempted to initiate such transfer or payment and it was evident to you at the time you began the transfer or payment.
- C. Circumstances beyond our control, such as fires, floods, acts of God, power outages and similar circumstances.
- D. The Payee or the third party financial institution holding an external account, mishandles or delays processing or posting a payment or transfer sent by Bill Pay.
- E. If you have not provided us with complete and correct payment or transfer information, including without limitation the financial institution name, address, account number, transfer amount for a transfer or payment amount for the Payee on a payment.

The list of examples set out above is meant to illustrate circumstances under which we would not be liable for failing to make a transfer or payment in Bill Pay and is not intended to list all of the circumstances where we would not be liable.

Credit Union reserves the right to terminate your use of Bill Pay or this service at any time.

If, for any reason, you should ever wish to cancel Online Banking, you should cancel all future bill payments at the same time that you cancel your service, either by deleting those payments yourself using Online Banking or by calling the Contact Center at 800.555.6665. This will ensure that future payments and transfers made by you will not be duplicated. We will make every effort to automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

There is no monthly service fee for Bill Pay unless service is inactive for ninety (90) days.