

This is your bill paying agreement with Eastern Utah Community Credit Union. You may use Eastern Utah Community Credit Union's bill paying service to direct Eastern Utah Community Credit Union to make payments from your designated checking (account) to the Merchants you choose in accordance with this agreement. The terms and conditions of this Agreement are in addition to the Account agreements, disclosures and other documents in effect from time to time governing your Account (the Account Rules). "You" or "your" means each person who signs the bill paying enrollment form or is otherwise authorized to use the Service. "We" or "us" means Eastern Utah Community Credit Union. "Merchant" means anyone, including Eastern Utah Community Credit Union, you designate and we accept as a payee.

1. How to set up merchants/payments. Complete a bill paying enrollment form. IF YOU WANT TO ADD A NEW MERCHANT, SUBMIT YOUR REQUEST IN WRITING. USE "ADD MERCHANT" BUTTON ON THE INTERNET OR SPEAK TO A SERVICE REPRESENTATIVE. You may add a new fixed payment to a Merchant, only if the Merchant is on your authorized list of payees, and by accessing the Service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the Service. We reserve the right to refuse the designation of a Merchant for any reason. Each Merchant accepted by us will be assigned a merchant code.

We are not responsible if a Bill Payment can not be made due to incomplete, incorrect, or outdated information provided by you regarding a Merchant or if you attempt to pay a Merchant that is not on your Authorized Payee list.

2. Accessing the service. When you complete your bill paying enrollment form, you will select a USER I.D. and Personal Identification Number (PIN). We will make every effort to accommodate your request. Each time you access the Service, you will be asked to enter your USER ID AND PIN. Correct responses will give you access to the Service.

3. The Bill Paying Process. We will process variable payments on the business day (generally Monday through Friday, except holidays) you designate the bill is to be processed, provided the payment request is received prior to the cutoff time set by us, which is currently 2:00 p.m. MST. Variable bill requests received after the business day cut off time, or at any time on a nonbusiness day will be processed on the next business day. We reserve the right to change the cutoff time by giving you notice if it changes. FOR RECURRING PAYMENT REQUESTS, IF YOU DESIGNATE A PROCESSING DATE OF THE 28TH THROUGH THE 31ST OF A MONTH, PROCESSING WILL BE INITIATED ON THE LAST CALENDAR DAY OF THE MONTH. Otherwise, recurring payment requests will be processed on the dates you have designated, unless such date falls on a nonbusiness day resulting in your payment being processed on the next business day.

YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE DUE DATE, FOR EACH BILL PAYMENT (RECURRING OR VARIABLE) TO REACH THE MERCHANT. IT IS THE RESPONSIBILITY OF THE SUBSCRIBER TO SCHEDULE/ACTIVATE RECURRING PAYMENTS. IT IS OUR RECOMMENDATION THAT ADDITIONAL DAYS BE ALLOWED FOR PAYMENTS TRAVELING MORE THAN 4 STATES AWAY.

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all Bill Payments requested, as well as, any other payment obligations you have to us. We reserve the right, without liability, to reject or reverse a Bill Payment if you fail to comply with

this requirement or any other terms of this agreement. If you do not have sufficient funds in the Account and we have not exercised our right to reverse or reject a Bill Payment, you agree to pay for such payment obligations on demand. You further agree that we, at our option, may charge any of your accounts with us to cover such payment obligations.

Any Bill Payment can be changed or canceled, provided you access the Service prior to the cutoff time on the business day prior to the business day the Bill Payment is going to be initiated.

4. Liability. You are solely responsible for controlling the safekeeping of, and access to, your Personal Identification Number (PIN). You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify us and arrange to change your PIN. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. We are not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. We are not liable for any failure to make a Bill Payment if you fail to promptly notify us after you learn that you have not received credit from a Merchant for a Bill Payment. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent. In any event, we will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if we have knowledge of the possibility of them. We are not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control.

5. Amendment & Termination. We have the right to change this Agreement at any time by notice mailed to you at the last address shown for the Account on our records, by posting notice in our branches, or as otherwise permitted by law.

We have the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to us. We are not responsible for any fixed payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by us on your behalf.

6. Fees. There is a \$5.95 monthly fee for this service. This fee is subject to change. You will be given proper notice of any change in the fee amount.

**Additional Charges for Customer requested Services and Other Items**

These charges will only be assessed if you request one or more of the services listed here. There will be NO Charge for any item if needed to correct our error.

Written Correspondence to Merchant .....	\$10.00
Per proof of Payment not necessitated by a dispute .....	\$10.00
Payments returned due to customer error.....	\$5.00

We reserve the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement included, or, received when you opened your account, which discloses important information concerning your rights and obligations.