

# **TERMS AND CONSENT APPLICABLE TO ONLINE BANKING, ELECTRONIC SIGNATURES, ELECTRONIC CONTRACTS, ELECTRONIC RECORDS, ELECTRONIC MAIL ("E-MAIL") FACSIMILE AND OTHER ELECTRONIC SERVICES AND COMMUNICATIONS.**

## **Online Branch (Internet Network Connection) Agreement~**

You specifically consent and agree that we may provide all disclosures, agreements, contracts, periodic statements, receipts, notices, modifications, amendments, and all other evidence of our transactions with you or on your behalf electronically (hereinafter all such documentation is referred to as "electronic record(s)"). To access these records you must have a file reader, such as Adobe Acrobat®. You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. A fee for a statement reprint or check copy may be imposed. Also, you may withdraw your consent and revoke your agreement to receive records electronically. To request a paper copy or to withdraw your consent and agreement to receive electronic records call, write or e-mail us as set forth in the Schedule.

You may make Online Branch Transactions at any time seven (7) days per week. There may be some down time. Except as is otherwise provided in the Schedule or limits under other agreements with us, you may make fund transfers to your accounts or other accounts you authorize as often as you like; however, there are certain limitations on transfers from savings accounts, as discussed herein and above. Account balance and Transaction history information may not show all account activity involving your accounts.

You may not obtain account information related to accounts other than your accounts to which you have requested a transfer.

You may access your accounts through a personal computer (PC) under the Online Branch service with an Access Device. You must use your access code along with your account number to access your accounts. You may use Online Branch to:

- Change your access code.
- Obtain account information related to any of your savings and loan accounts regarding current balance, checking history, savings dividends and rates, loan interest and payoff amounts, payroll and automatic deductions.
- Make transfers to or from your savings and checking.
- Request advances on your personal or home equity line of credit loans, deposit the proceeds in any of your accounts or have the proceeds mailed directly to you at the mailing address listed for your account.
- Withdraw funds from savings, checking and line of credit accounts by Check made payable to you and mailed to you at your mailing address.
- Make loan payments from any savings or checking account to any loan account of yours.
- Issue third-party payable Checks under Bill Payment Service.

## **Equipment and Software Requirements~**

To receive electronic records and to access our home banking services, you need a computer with Internet access and web browser (such as Microsoft Internet Explorer®, Mozilla Firefox®, Safari® or an equivalent). Use and access to our Online / electronic banking services requires the use of a browser that supports 128 bit encryption and Java and cookies enabled. You are responsible for the set-up and maintenance of your home computer and Internet Service Provider, which supports the encryption requirements of our home banking systems. Contact the Credit Union to see if your equipment is compatible.

By requesting any electronic funds transfer, home banking, other electronic services or Transactions, by submitting any application or agreement to us electronically, or by e-mailing us, you represent that you have such equipment and software and that you can download, access, read, review, print, and store the electronic records we provide to you.

## **Performance of Electronic Service and Warranty Disclaimer~**

In no event will we be liable to you for any consequential, incidental or indirect damages arising out of the use, misuse or inability to use our services, or for any loss of any data, even if we have been informed of the possibility of such damages. Further, we make no warranty, express or implied, to you regarding your equipment, including any warranty of merchantability or fitness for a particular purpose, including but not limited to any Online Banking services provided to you under this or any other agreement with us.

We do not and cannot warrant that Online Banking will operate without errors, or that any or all Online Banking Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Online Banking, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of the Credit Union and its affiliates exceed the amounts paid by you for the services provided to you through Online Banking.

### **Virus Protection~**

We are not responsible for any electronic virus or viruses that you may encounter. The Credit Union suggests that you routinely scan your PC and diskettes using a reliable virus protection software product to detect and remove any viruses found. An undetected or unrepaired virus may corrupt and/or destroy your programs, files and even your hardware.

### **Electronic Signature~**

You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any Transactions regarding any agreement, acknowledgment, consent, terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union.

### **Electronic Records~**

To facilitate electronic commerce, to reduce the expense of records storage, and to obtain the benefits of faster access to records, you acknowledge and agree that we may in our discretion store all records electronically; and that we will not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation including but not limited to checks, Transaction records, notes, mortgages, deeds of trust and other loan and/or security documentation. You further acknowledge and understand that we will routinely destroy all original documentation. We may store records electronically via imaging, scanning, filming or other technology used in the financial services industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that such storage shall be secure, and further agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights and obligations of the parties pursuant to any such records.

### **"E-Mail" and Facsimile Communications~**

You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication, which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication; and may respond to an e-mail at either the address provided with the communication, the e-mail address in your Membership Application or any other application or written communication actually received by us.

Any account Owner, co-borrower, or Authorized user may change the e-mail address for statements or other information from us at any time. Although having no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is in the sole discretion of the Credit Union. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction. Further, the Credit Union may not immediately receive e-mail communications that you send. Also, we will not take action based on e-mail requests until we actually receive your message and have a reasonable opportunity to act. We reserve the right to require any notices from you be submitted to us in writing, and we may refuse to send certain information through e-mail communications. If you need to contact the Credit Union immediately regarding an unauthorized Transaction, stop payment request, or otherwise, you may call the Credit Union at the telephone number in the Schedule.

## **Links to Other Sites~**

Our website may contain links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by the Credit Union of the contents on such third-party websites. Credit Union is not responsible for the content or support of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party websites. If you decide to access linked third-party websites, you do so at your own risk.

## **Controlling Law and Users Responsibilities~**

Our website and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union and/or our ASP (Access Service Provider). The Credit Union's principal office is located in the State of Utah, which law governs this Agreement. You may choose to access our website and electronic services from any location, we make no representation that any information, materials, or functions included in our website or via our electronic service are appropriate or authorized for use in all jurisdictions.

Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations.

## **Insufficient Funds Transactions~**

If your account balance is insufficient to cover any Transaction(s), we may treat these Transactions as insufficient funds Transactions. The Credit Union reserves the right to refuse any Transaction, the decision shall be at the Credit Union's sole discretion.

## **Electronic Processing and Transactions~**

Due to the processing systems for electronic Transactions used in the United States and by us, a payment or other Transaction may be effective / posted before we are open for business on the date scheduled for the payment or other Transaction. Therefore, you are responsible for insuring that your account(s) have sufficient balances as applicable for the scheduled payment / Transaction one business day prior to the date scheduled. If a payment is due on a Saturday, Sunday, or Federal holiday, the payment may occur on either the first business day after the due date or the business day prior to the due date. In these cases, you should plan to have the payment initiated on the last business day before any of these days in order to ensure your payment is made on time. You may not make payments and/or Transactions to a federal, state or local governmental or tax unit, or pay child-support or alimony, or to make payments to other categories of payees that we establish from time to time using our electronic services.

## **Preauthorized Transactions~**

If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify the Credit Union orally or in writing in time for us to receive your request three (3) business days or more before the scheduled date of the transfer. The Credit Union may require written confirmation of the stop payment order to be made within fourteen

(14) days of any oral notification. If we do require the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made. This means that the preauthorized payment and future preauthorized payments to the payee you identify may be paid by us from your account(s) after the 14th day.

If you order us to stop a preauthorized transfer three business days or more before the transfer is scheduled, and the stop payment order is made according to the terms and conditions of the account and this agreement, including the requirement that you give us the exact amount of the debit, the next date of the debit and the exact name of the payee, and we do not do so, we will be liable for your losses or damages proximately caused by our failure.

## **Bill Payment Service (Online Branch) ~**

You may make bill payment Transactions subject to the limitations in the Bill Payment User Guide and this document. The Credit Union will not process any bill payment transfer if the required Transaction information is incomplete. The Credit Union will withdraw the designated funds from your account on or after the date you schedule for payment. The Credit Union will process your bill payment transfer within one (1) business day on the date you schedule for payment. We will have no obligation to initiate any payment if there are not sufficient funds in your designated account, but may at our discretion. You must allow sufficient time for vendors to process your payment after they receive a transfer from the Credit Union. Please allow at least a seven (7) business day lead-time prior to your due date. The Credit Union cannot guarantee the time that any payment will be credited to your account by the vendor and will not be liable for any service fee, late charge, or finance charge. You agree to follow the requirements of the Bill Payment Service User Instructions, which are incorporated herein by reference. Bill Payment Service user instructions can be found on the Credit Union's website. The credit Union may set other limits on the amount of any Transaction(s), and you will be notified of those limits. In an effort to maximize security and maintain the highest level of service, any bill pay account that has not processed a payment in six months will be closed and if the checking account associated with bill pay is ever closed, the bill pay profile will also be closed. The Credit Union is not responsible for any bill pay account information that is lost due to account inactivity or closed checking account.

## **Online Bill Payment Transactions~**

You may cancel, stop, or change a scheduled Online Bill Payment as set forth in the Bill Payment Service User Guide. After the time period set forth in the Bill Payment Service User Guide has passed it is not possible to stop or cancel a payment. Some types of payments may not be stopped.

## **MOUNTAIN AMERICA FEDERAL CREDIT UNION PRIVACY STATEMENT Our Commitment to Privacy**

Mountain America Federal Credit Union has created this privacy statement in order to demonstrate our firm commitment to safeguarding the privacy of our members and other consumers who provide us with nonpublic personal information.

### **Information we collect about you**

We collect nonpublic personal information about our members and other consumers only for lawful business purposes, or as otherwise required by applicable law. The categories of nonpublic personal information which we collect from you are as follows:

Information we receive from you. Examples of such information would include, but not be limited to:

- Information you provide on applications to become a member or applications to obtain loans, credit cards, or other financial products and services, and
- Information we collect about you from our website. (see "About our website")

Information about your transactions with us or our affiliates. Examples of such information would include, but not be limited to:

- Account balance information, payment history, overdraft history, and credit or debit card purchase information, and
- The fact that you are, or have been one of our members or have obtained a financial product or service from us.

Information about your transactions with nonaffiliated third parties. Examples of such information might include, but would not be limited to, information which we or our agents obtain in compliance with the Fair Credit Reporting Act and other applicable law. Such information might be obtained for the purpose of collecting on loans or for other reasons.

Information from a consumer reporting agency. Examples of this would include the information listed on your credit report.

## **Information we disclose about you**

We share the nonpublic personal information we have collected about members, former members, and consumers with our affiliate, Mountain America Financial Services, Inc. ("MAFS"). MAFS, which is a credit union service organization that is wholly owned by us, provides Insurance and Financial services.

We may also share the nonpublic personal information we have collected about you with nonaffiliated third parties with whom we have joint marketing agreements. Before entering into joint marketing agreements with nonaffiliated third parties, we require them to safeguard the nonpublic personal information relating to our members, former members, and consumers, and to comply with all applicable privacy laws.

## **Information Security Practices**

We take reasonable precautions to protect nonpublic personal information that members, former members, and other consumers provide to us. We restrict access to nonpublic personal information to: (i) our employees, (ii) employees of our affiliates, and (iii) the nonaffiliated third parties identified above who need to know that information in order to provide products or services to you, to collect delinquencies, or to otherwise appropriately deal with your accounts. We also maintain physical, electronic, and procedural safeguards to protect your nonpublic personal information.

## **Notices and Joint Relationships**

Except where expressly required by applicable law, we will provide all notices to the member who is listed first on the account. Notices will be mailed to the address on the account. If the member has agreed to receive notices and disclosures electronically, then we may send all such notices and notifications to the e-mail or Internet address provided by such member. All joint owners, borrowers, and guarantors agree to the receipt and sufficiency of any notice or notification sent in accordance with the terms of this paragraph.

## **About our website**

Mountain America Federal Credit Union collects the following information for the purposes of contacting our members to provide requested products and information, the marketing of other credit union products and services, the reporting of web statistics, and the monitoring of products and equipment:

- Internet Service Provider (ISP) address
- Failed log-on attempts
- Password
- E-mail address
- Clickstreams
- Access time and date
- User name
- Mailing address
- Telephone number

To enhance the personalization and performance of our members' experience, our Internet home banking product utilizes so-called 'cookies,' which are very small files that a website sends to the member's browser for record-keeping purposes. Cookies function as identification cards, recording passwords and preferences. Cookies cannot be executed as code, nor can they deliver viruses. Browsers can be set to deliver a message when a cookie has been sent, allowing the member to decide whether to accept or reject it. In order to tailor website content to our members' interests, all cookies must be accepted. **All of our cookies are temporary, which means that they are active only as long as the member's browser is running. Cookies expire when the session has ended.** Mountain America's Internet home banking is encrypted and has security measures in place to protect against the loss, misuse, and alteration of information. All sensitive transactions use Secure Socket Layer (SSL) encrypted network transmissions. Physical access to critical systems and network components is limited to specifically authorized personnel. Backups of data stores are maintained in a secure, off-site location that utilizes secure access controls. Information collected on www.macu.com or in connection with Online Branch Internet home banking is not sold to third parties.

## **Beyond Our Control**

Our website contains links to other websites. Mountain America Federal Credit Union is not responsible for the privacy practices or the content of the linked websites, and encourages members to read the privacy statements of all linked websites in order to become acquainted with their specific privacy practices.

**I agree to the terms and conditions disclosed herein.**

## **MOUNTAIN AMERICA FEDERAL CREDIT UNION Account to Account Transfer AGREEMENT**

**MOUNTAIN AMERICA FEDERAL CREDIT UNION** ("Credit Union"), a federal credit union, the "Member" defined below, hereby enter into, as of the date the Credit Union grants access to the Services (the "**Effective Date**"), this Account to Account transfer Agreement ("**Agreement**") consisting of General Terms and Conditions, Exhibits, and any amendments attached hereto or hereafter by mutual consent of the parties, and incorporated by this reference.

## **Account to Account (A2A) Transfer General Terms and Conditions**

**Agreement-** This Agreement establishes the rules that govern the processing of electronically transferred funds from your personal checking or savings account at Mountain America Federal Credit Union to an enrolled personal checking or savings account that you own at another financial institution. You will also be able to transfer funds from an External Account at another financial institution to Mountain America Federal Credit Union. Each transfer you make to and from an External Account at another financial institution is called an 'External transfer'.

From time to time, the Credit Union may amend any of the terms and conditions contained in this Agreement. Such amendments shall become effective as stated on any notice sent to You, the Member. Examples of such notices might include, but are not limited to, newsletters, disclosures, etc.

By enrolling an External Account, or by making a transfer using A2A Services, You accept all the terms and conditions of this Agreement and: 1.) you represent that you are an owner of that External Account and are authorized by any other owners of the External Account to enroll that account to make external transfers; 2.) You authorize Mountain America Federal Credit Union to initiate credit and debit transactions on the External Account entered through Mountain America Federal Credit Unions Website, or to correct any errors that Mountain America Federal Credit Union identified through A2A transfers. Please read this agreement carefully.

The terms and conditions of Member's Membership Agreement and the Truth-In-Savings Schedule for Member's deposit Accounts and each of Member's loan agreements continue to apply notwithstanding anything to the contrary in this Agreement.

**Rules, Laws and Regulations-** You agree to abide by and comply with all local, state, and federal rules, laws and regulations, including but not limited to, Regulation CC - "Expedited Funds Availability Act", its Subparts B, C and D (Subpart D implements the Check Clearing for the 21st Century Act (Check 21 Act), Bank Secrecy Act (BSA), and laws administered by the United States of America which are in existence as of the date of this Agreement and as amended from time to time.

**Definitions-** In addition to all the other terms defined herein, the following terms shall have the following meanings:

- a) "We", "Our", "Us", and "Credit Union" shall mean Mountain America Federal Credit Union, its employees, directors, officers, representatives, and agents.
- b) "You", "Your", and "Member" shall mean the Account holder authorized by Credit Union to use the A2A Services, and any User authorized to exercise control over funds deposited in Member's Account through the A2A program.
- c) "Account" or "Accounts" shall mean the individual checking, savings share(s)\_deposited with Credit Union through the A2A program.
- d) "Services" means any of the A2A functions offered and/or used by You in connection with this Agreement, including optional and future services added by an addendum.
- e) "System" means the program that is maintained by the Credit Union, or other third parties, that You connect to through the internet in order to access the Services.

**Services and Access-** Once enrolled for the A2A transfer program; you may use the Services to transfer funds to or from an External Account. You must provide the Credit Union with the information regarding your External Account, ABA routing number, account number, name of the external financial institution, and whether the External Account is a checking or savings account. By enrolling an External Account, you authorize Mountain America Federal Credit Union to make micro-deposits that the user of the External Account must verify, before Mountain America Federal Credit Union will allow that account for External Transfer activity.

Mountain America Federal Credit Union reserves the right to reject an enrollment request for any reason, including without limitation positional fraud or misuse. You agree to enroll only personal accounts and are aware that not all types of accounts are eligible for ACH transfer. Ineligible accounts may include IRA, certificates of deposit, trusts, custodial accounts, business accounts, corporate accounts and other types of accounts.

**Transferring To an External Account-** All External Transfers are subject to the rules and regulations of the other financial institution. You agree not to transfer any funds to an External Account where the transfer would not be allowed under the rules and regulations of such accounts.

When you process a transaction for an External Transfer to an External Account, Mountain America Federal Credit Union will hold the funds on the scheduled date of the transaction. The hold will remain in effect until the funds are sent and the transaction is completed.

The credit union may honor but is not required to honor External Transfers to an External Account if the account has non-sufficient funds to cover the transfer. Mountain America Federal Credit Union may, at its sole discretion:

- Honor funds transfers under the terms of any Mountain America Federal Credit Union overdraft protection program you have with the credit union.
- Honor the funds transfer and create an overdraft in you eligible account. Mountain America Federal Credit Union may advance funds from your issued credit card. (See your credit card disclosure for applicable fees).
- Refuse to honor the funds transfer.
- Cancel any and all External Transfers to any and all External Accounts.

Any External Transfer to an External Account that is returned to Mountain America Federal Credit Union for any reason, the credit union will return the funds, within a reasonable amount of time to your account.

***Transferring From an External Account-*** All External Transfers from External Accounts are subject to the rules and regulations of the other financial institution. You agree not to transfer any funds from an External Account where the transfer would not be allowed under the rules and regulations of such accounts.

If any External Transfer from an External Account is rejected or returned, you authorize Mountain America Federal Credit Union to collect from any of your shares accounts maintained at the credit union Including credit card or any overdraft protection program. (See your credit card disclosure for applicable fees). If funds are not available from any of your credit union accounts, you agree to reimburse the credit union for the amount of the return along with any applicable service fees, collection fees, and/or legal fees.

***Prohibited Payments-*** Transfers to payees outside of the United States are prohibited and may not be issued under any circumstances. It is unlawful to use this system to transfer money to any person or organization listed in the Office of Foreign Asset Control's Specially Designated Nationals list. The Credit Union reserves the right to refuse any transfer to whom you may direct. The Service will notify you promptly if it decides to refuse to perform a transfer designated by you. This notification is not required if you attempt to make a prohibited transfer or an exception transfer under this Agreement.

***Settlement of Transfers-*** Transfers to and from External Transfer accounts could take between one and three business days to settle. Immediate transfers may take up to three days before funds have actually posted to the account. Scheduled transfers, both one-time and recurring, will settle one to three days after the transfer scheduled date.

***Termination of Service-*** Termination of Service with an External Account may be requested by you, or by any other owner presenting ownership of that External Account. This agreement will continue to be in effect for any transactions that cannot be cancelled at the time of your termination.

Mountain America Federal Credit Union reserves the right to terminate any access to this service. The Credit Union may remove any or all enrolled External Account(s) for any or no reason, including without limitation fraud, misuse, kiting, ACH transaction returns, or any other unauthorized access to this Service.

***Transfer limits-*** For your security, Mountain America Federal Credit Union has established limits on the amount of funds and transactions that can be transferred during any one day. External Transfers are currently limited to a daily aggregate of \$7500.00 for External Transfers to and from Eligible External Transfer accounts. In addition, the Credit Union will process up to 10 External Transfer transactions per account per day. Limitations on aggregate or individual transfer transaction amounts may be changed at any time without notice.



**Changes to fees or Other Terms-** Mountain America Federal Credit Union reserves the right to change the fees or other terms of this agreement at any time. Currently there is no fee charged by the Credit Union for enrolling in this service. However, fees may be charged by the external financial institution.

**Hours of Access-** Services are generally available 24 hours per day, 7 days per week, although some or all Services may not be available occasionally due to emergency or scheduled System maintenance. We agree to post notice of any extended periods of non-availability on the Account to account transfer and/or Credit Union website.

**Transmission Deadlines-** Transmissions originate from the Credit Union offices in West Jordan Utah.

**Item deposits/withdrawals initiated through the System before 2:30 p.m. Mountain Time on a business day are posted/debited to Member's Account the same day. Deposits completed after 2:30 p.m. Mountain Time or on a non-business day will be posted on the next business day. Transfers must be cancelled/edited before 2:30 p.m. Mountain Time.**

In the event that We receive an A2A Item from You on a day that is not a business day or at a time which is after the applicable processing cutoff hour for a business day, the Transfer Item is deemed to have been received by Us at the opening of the next business day. "Business day" shall mean Monday through Friday, except observed Federal and Utah holidays. The Federal Reserve and/or the Credit Union, at its transmission office in West Jordan Utah, will be closed on non-business days. In addition, You are responsible for understanding and building into Your transmission schedule the changes in transmission windows required by time changes associated with Daylight Savings Time.

**Authorized Users-** The Credit Union shall be entitled to rely on the apparent authority of any person who accesses the services using valid Member and User login IDs and passwords, including such persons who may not be signers on Member's Account. Except as otherwise provided by law, You will indemnify Credit Union and hold it harmless for any loss or expense caused by any person with the apparent authority to access the Services. You agree to provide each Authorized User a copy of these terms in connection with their use of the Services. The Credit Union may elect to verify the authenticity or content of any transmission by placing a call to any authorized signer on Your Account at Our discretion. We may deny Your access to the Services without prior notice if We are unable to confirm any person's authority to access the Services or if We believe such action is necessary for security reasons.

**Security-** You understand the importance of Your role in preventing misuse of Your Accounts associated with the A2A Transfer program, and You agree to promptly examine Your paper or electronic statement for each of Your Credit Union Accounts as soon as You receive it and notify Us of any errors in accordance with Your Account Membership Agreement. You agree to protect the confidentiality of Your Accounts and Account number and passwords. Data transmitted via the Services is encrypted in an effort to provide transmission security. A2A Transfer utilizes identification technology to verify that the sender and receiver, of transmissions related to the Services can be appropriately identified by each other. Notwithstanding Our efforts to ensure the Services are secure, You acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing A2A transfer, or e-mail transmitted to and from Us will not be monitored or read by others. You agree to notify Us immediately if You believe any passwords have been lost, stolen, used without Your permission, or otherwise compromised. Call Us immediately at Our Service Center at the number in the Contact Information section of this Agreement.

**Use of Services-** As a condition to using the Services, You agree that You are solely responsible for the use of the Services and that You will use the Services in accordance with this Agreement. You agree it is your responsibility to ensure you enter valid and correct External Account information. External Transfers sent to invalid or incorrect account numbers may be not recoverable and the Credit Unions is not responsible for returning funds due to an unrecoverable External Transfer error. To attempt to circumvent the security features of the Services or the System or make any improper or unauthorized transfer of funds from Accounts via the Services or the System. You agree that You are prohibited from engaging in conduct that would violate the proprietary rights of the owner(s) of the System and the Services as well as accessing or using the System or the Services in any other unauthorized manner. You agree to be liable to the Credit Union and its vendors, for any claims, losses, liabilities, damages, expenses or costs arising as a result of the negligent or intentional misuse of the Services or the System by You or Your authorized Users.

You are prohibited from using the Services for any activity that:

- A. Would result in You being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations;
- B. Knowingly accepting restricted transactions in connection with another person in unlawful Internet gambling as defined in the Unlawful Internet Gambling Enforcement Act and Regulation GG (Prohibition on Funding of Unlawful Internet Gambling); or
- C. Directly or indirectly related to the use of the Services that is illegal or fraudulent.

**Termination-** We are permitted to terminate any or all of the Services immediately should You breach any part of this Agreement or of the Membership Agreement. We are also permitted to terminate any or all of the Services immediately if We are no longer able to provide such Services.

**Confidentiality-** You acknowledge that We will disclose information to third parties about Your Account:

- A. To enable Your access to the Services and the System,
- B. When it is necessary for completing deposits, and
- C. As required by law.

**Contact Information-** Notifications required by this Agreement are to be directed to Us at the address or phone numbers listed below.

MOUNTAIN AMERICA FEDERAL CREDIT UNION  
PO BOX 9001  
WEST JORDAN UT 84084-9001  
Phone: 801-325-6228 or Toll Free: 800-748-4302  
E-mail: macumail@macu.com

**Disclaimer of Warranty and Limitation of Liability-**

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the A2A Services provided to You under this Agreement. We do not and cannot warrant that Services will operate without errors, or that any or all Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, You agree that Our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any Services or products provided under this Agreement or by reason of Your use of or access to A2A Services.

The Credit Union shall be responsible only for performing the Services expressly provided for in this Agreement and shall be liable only for its negligence in performing those Services. The Credit Union shall not be responsible for the Member's acts or omissions (including without limitation the amount, accuracy, or timeliness of transmittal) or those of any person, including without limitation any Federal Reserve Financial Institution or transmission or communications facility, and no such person shall be deemed the Credit Union's agent. The Member agrees to indemnify the Credit Union against any claims, damages, loss liability, or expense (including attorney's fees and expense) resulting from or arising out of any claim of any person that the Credit Union is responsible for any act or omission of the Member, or any other person described in this paragraph.

In no event shall the Credit Union be liable for any consequential, special, punitive or indirect loss or damage which the Member may incur or suffer in connection with this Agreement, including without limitation, loss of damage from subsequent wrongful dishonor resulting from the Credit Union's acts or omissions pursuant to this Agreement.

Without limiting the generality of the forgoing provisions, or the provisions of this Agreement, the Credit Union shall be excused from failing to act or from delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Credit Union's control. In addition, the Credit Union shall be excused from failing to transmit or delay in transmitting a deposit if such transmittal would result in the Credit Union violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other United States governmental regulatory authority.

Notwithstanding any other provision set forth herein to the contrary, in the event of default under the terms of this Agreement by the Member, the Credit Union shall have all rights and remedies available at law or in equity.

**Governing Law-** This Agreement shall be construed in accordance with Utah law and the laws of the United States of America. We and You agree that jurisdiction over, and venue in any legal proceeding arising out of or relating to this Agreement, will exclusively be in the state or federal courts located in Salt Lake County Utah.

**Severability-** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the remaining provisions shall remain in full force and effect.

**Headings-** Headings of sections are inserted only for convenience and shall not be used to define, limit or construe the scope of any term or provision of this Agreement.

## **MOUNTAIN AMERICA FEDERAL CREDIT UNION REMOTE DEPOSIT CAPTURE AGREEMENT**

**MOUNTAIN AMERICA FEDERAL CREDIT UNION** ("Credit Union"), a federal credit union, the "Member" defined below, hereby enter into, as of the date the Credit Union grants access to the Services (the "**Effective Date**"), this Remote Deposit Services Agreement ("**Agreement**") consisting of General Terms and Conditions, Exhibits, and any amendments attached hereto or hereafter by mutual consent of the parties, and incorporated by this reference.

### **Remote Deposit Capture General Terms and Conditions**

**Agreement-** This Agreement establishes the rules that govern the processing of deposited Checks through Member's Account(s) at the Credit Union using Remote Deposit Services. From time to time, the Credit Union may amend any of the terms and conditions contained in this Agreement. Such amendments shall become effective as stated on any notice sent to You, the Member. Examples of such notices might include, but are not limited to, newsletters, disclosures, etc.

By using the Remote Deposit Services, You accept all the terms and conditions of this Agreement. Please read it carefully.

The terms and conditions of Member's Membership Agreement and the Truth-In-Savings Schedule for Member's deposit Accounts and each of Member's loan agreements continue to apply notwithstanding anything to the contrary in this Agreement.

**Rules, Laws and Regulations-** You agree to abide by and comply with all local, state, and federal rules, laws and regulations, including but not limited to, Regulation CC - "Expedited Funds Availability Act", its Subparts B, C and D (Subpart D implements the Check Clearing for the 21st Century Act (Check 21 Act), Bank Secrecy Act (BSA), and laws administered by the United States of America which are in existence as of the date of this Agreement and as amended from time to time.

**Definitions-** In addition to all the other terms defined herein, the following terms shall have the following meanings:

- f) "We", "Our", "Us", and "Credit Union" shall mean Mountain America Federal Credit Union, its employees, directors, officers, representatives, and agents.
- g) "You", "Your", and "Member" shall mean the Account holder authorized by Credit Union to use the Remote Deposit Services, and any User authorized to exercise control over funds deposited in Member's Account through the Remote Deposit program.

- h) "Account" or "Accounts" shall mean the individual checking, savings share(s)\_deposited with Credit Union through the Remote Deposit program.
- i) "Check" or "Checks" shall mean negotiable demand draft(s) drawn or payable through an office of a United States based financial institution, as well as demand draft(s) drawn on a Federal Reserve Bank or a Federal Home Loan Bank or on the Treasury of the United States. Check(s) include original check(s) and substitute check(s). Check(s) do not include noncash items payable in a medium other than United States dollars. A draft may be a Check even though it is described on its face by another term, such as 'money order.'
- j) "Image Item" or "Image Items" means digitized image(s) of Check(s) that are created by You and transmitted to the Credit Union using the Services.
- k) "Services" means any of the Remote Deposit functions offered and/or used by You in connection with this Agreement, including optional and future services added by an addendum.
- l) "System" means the program that is maintained by the Credit Union, or other third parties, that You connect to through the internet in order to access the Services.

**Services and Funds Availability-** Once approved for the Remote Deposit program, You may use the Services to deposit Checks into your Account(s) with the Credit Union, subject to the terms of this Agreement. Checks deposited through the Services will be converted to Image Items for processing. The Services are subject to transaction limitations and the Funds Availability Disclosure, as set forth in the Membership Agreement and Truth-In-Savings schedule, which govern the use of Your Account. The Funds Availability Disclosure also includes the following provision as it relates to Remote Deposits:

Checks totaling more than \$5,000 on any one business day: the first \$5,000 deposited on any one business day will be available to You according to Our general policy. We are notifying You in advance that local Check deposits in excess of \$5,000 made through the Remote Deposit program will generally be available on the second (2<sup>nd</sup>) business day after the day of deposit. This notice applies only to local Check deposits exceeding \$5,000 and does not supersede the paragraph titled 'Special Rules for New Accounts' or any other provisions of Our general policy. If We are not going to make all of the funds from Your deposit available as described herein, We will notify You of longer delays as required by the Funds Availability Disclosure.

By using the Remote Deposit Services, You agree to receive any notice of longer delay via electronic mail ("e-mail") communication to the e-mail address provided in your Account Application.

**Access-** To use Remote Deposit Services, You must have a compatible mobile device with Our System, access to telecommunication services necessary for the Remote Deposit Service. Application upgrades may be required from time-to-time for continued use of the Services.

**Equipment or System Failure-** In the event of a System failure, You agree that, in order to deposit your Checks, You must deliver them directly to a Credit Union branch office for processing. If the Checks were scanned prior to the System failure, You must obtain Our approval before delivering the Checks to a branch office for processing.

**Hours of Access-** Services are available 24 hours per day, 7 days per week, although some or all Services may not be available occasionally due to emergency or scheduled System maintenance. We agree to post notice of any extended periods of non-availability on the Remote Deposit and/or Credit Union website.

**Transmission Deadlines-** Transmissions originate from the Credit Union offices in West Jordan Utah.

**Image Item deposits initiated through the System before 3:00 p.m. Mountain Time on a business day are posted to Member's Account the same day. Deposits completed after 3:00 p.m. Mountain Time or on a non-business day will be posted on the next business day.**

In the event that We receive an Image Item from You on a day that is not a business day or at a time which is after the applicable processing cutoff hour for a business day, the Image Item is deemed to have been received by Us at the opening of the next business day. "Business day" shall mean Monday through Friday, except observed Federal and Utah holidays. The Federal Reserve and/or the Credit Union, at its transmission office in West Jordan Utah, will be closed on non-business days. In addition, You are responsible for understanding and building into Your transmission schedule the changes in transmission windows required by time changes associated with Daylight Savings Time.

**Authorized Users-** The Credit Union shall be entitled to rely on the apparent authority of any person who accesses the services using valid Member and User login IDs and passwords, including such persons who may not be signers

on Member's Account. Except as otherwise provided by law, You will indemnify Credit Union and hold it harmless for any loss or expense caused by any person with the apparent authority to access the Services. You agree to provide each Authorized User a copy of these terms in connection with their use of the Services. The Credit Union may elect to verify the authenticity or content of any transmission by placing a call to any authorized signer on Your Account at Our discretion. We may deny Your access to the Services without prior notice if We are unable to confirm any person's authority to access the Services or if We believe such action is necessary for security reasons.

**Security-** You understand the importance of Your role in preventing misuse of Your Accounts associated with the Remote Deposit program, and You agree to promptly examine Your paper or electronic statement for each of Your Credit Union Accounts as soon as You receive it and notify Us of any errors in accordance with Your Account Membership Agreement. You agree to protect the confidentiality of Your Accounts and Account number and passwords. Data transmitted via the Services is encrypted in an effort to provide transmission security. Remote Deposit utilizes identification technology to verify that the sender and receiver, of transmissions related to the Services can be appropriately identified by each other. Notwithstanding Our efforts to ensure the Services are secure, You acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Remote Deposit, or e-mail transmitted to and from Us will not be monitored or read by others. You agree to notify Us immediately if You believe any passwords have been lost, stolen, used without Your permission, or otherwise compromised. Call Us immediately at Our Service Center at the number in the Contact Information section of this Agreement.

**Use of Services-** As a condition to using the Services, You agree that You are solely responsible for the use of the Services and that You will use the Services in accordance with this Agreement. You agree not to attempt to circumvent the security features of the Services or the System or make any improper or unauthorized transfer of funds from Accounts via the Services or the System. You agree that You are prohibited from engaging in conduct that would violate the proprietary rights of the owner(s) of the System and the Services as well as accessing or using the System or the Services in any other unauthorized manner. You agree to be liable to the Credit Union and its vendors, for any claims, losses, liabilities, damages, expenses or costs arising as a result of the negligent or intentional misuse of the Services or the System by You or Your authorized Users.

You are prohibited from using the Services for any activity that:

- D. Would result in You being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations;
- E. Knowingly accepting restricted transactions in connection with another person in unlawful Internet gambling as defined in the Unlawful Internet Gambling Enforcement Act and Regulation GG (Prohibition on Funding of Unlawful Internet Gambling); or
- F. Directly or indirectly related to the use of the Services that is illegal or fraudulent.

**Deposit of Original Checks-** You agree that no Check deposited to the Credit Union shall cause funds to be debited more than once from the account of the maker. You agree that the original Check, a duplicate Check image, or any copy of the original Check or Check image will not be deposited by You with the Credit Union (unless We instruct You to do so) or under any circumstances with any other financial institution.

**Check Retention Period-** You agree that You will preserve the originals of all Checks, processed through the Services pursuant to this Agreement for fifteen (15) calendar days after the day of deposit ("**Retention Period**"). The risk of loss due to the unavailability of the original or copy of a Check for any reason, during the Retention Period, shall be exclusively on the Member.

**Destruction of Original Checks-** You will be fully responsible for the destruction of the Checks. You agree to use commercially reasonable method(s) to destroy original Checks after the required Retention Period has expired. You agree to destroy and dispose of the original Checks with a high degree of care, including selecting and implementing appropriate destruction and disposal procedures. You are required to implement such procedures to ensure that the original Checks are not accessed by unauthorized persons during the storage, destruction and disposal process and, once destroyed, the original Checks are no longer readable or capable of being reconstructed (e.g., through the use of competent shredding equipment). The risk of loss associated with the accidental inclusion of a physical Check in the Check collection process or with a lost, destroyed, stolen or misplaced Check shall be exclusively on the Member.

**Member Representations and Warranties.** You represent and warrant that all Checks transmitted through the use of the Services are made payable to the Member, all signatures and endorsements on each Check are authentic and authorized, and each Check has not been altered.

**Prohibited Checks.** You agree that Checks scanned through the use of the Services will not;

- be payable to any person or entity other than You;
- is prohibited by, or received in violation of, any law, rule or regulation;
- You know or suspect (or should know or suspect) is fraudulent or otherwise authorized by the owner of the account on which the check is drawn;
- has been previously cashed or deposited;
- is post dated or more than six (6) month old;
- is payable to cash;
- is irregular in any way;
- does not bear a signature of the person on whose account the check is drawn; or
- is drawn on financial institutions that are located outside the United States.

**Endorsement of Checks-** You agree to properly endorse each Check prior to submitting such Check through the use of the Services.

**Image Quality** You are responsible for inspecting and verifying the quality of the images associated with Image Items, thus ensuring that the digitized images of the front and back of original Checks are legible for all posting and clearing purposes by the Credit Union. Specifically, you are representing and warranting to Credit Union that:

A. The Image Item is an accurate representation of all information on the front and back of the original Check at the time the original Check was converted to an Image Item, and the Image Item contains all endorsements from the original Check necessary to permit Credit Union to:

1. Acquire rights of a holder in due course in the collection process of Checks and other items;
2. Handle, process, maintain and destroy original Checks; and
3. Ensure that neither Credit Union nor any other financial institution (depository, collecting or payor), drawee, drawer or endorser receives presentment or return of, or otherwise is charged for a Check or Image Item more than once in any form.

B. Each Image Item (or related electronic data file) contains a record of all MICR line (special characters printed on the bottom of a check) information required for a substitute check and otherwise satisfies all of the requirements of the American National Standards Institute (ANSI) X9.37 standards for image quality required by Check 21 and Regulation CC for the creation and/or transferring of a substitute check created from that Image Item;

**Adjustments-** Once an Image Item is captured, the System will display captured encoded fields for Your review. You will be required to make corrections to encoding not read or missing from the scanned Check, including entering the legal amount of the Check. We reserve the right to adjust Your deposit after You have submitted it for processing. Adjustments are to correct mistakes in the value of Image Items deposited, mistakes in encoding, or for missing or illegible Image Items.

**Termination-** We are permitted to terminate any or all of the Services immediately should You breach any part of this Agreement or of the Membership Agreement. We are also permitted to terminate any or all of the Services immediately if We are no longer able to provide such Services.

**Confidentiality** You acknowledge that We will disclose information to third parties about Your Account or the Image Items You deposit:

- D. To enable Your access to the Services and the System,
- E. When it is necessary for completing deposits, and
- F. As required by law.

**NOTE:** Your deposit of an Image Item is subject to the Our verification and final inspection process. We may at any time deposit an Image Item or return all or part of a deposit of multiple Image Items to You without prior notice. We are under no obligation to inspect or verify any Image Item to determine accuracy, legibility or quality of the Image Item or MICR line information associated with the Image Item, or for any other purpose.

However, We may correct or amend MICR line information associated with an Image Item to facilitate processing of the Image Item or a substitute Check created from that Image Item.

We may process and collect an Image Item or a substitute Image Item through one or more check clearing houses, Federal Reserve Banks, or other private clearing agreements with other financial institutions.

We may hold and use funds in any deposit Account of Yours following termination of this Agreement and the Services for such time as We reasonably determine to be necessary for us to be assured that no Image Item processed by Us prior to termination may be returned, charged back, or otherwise become a source or cause for any loss, liability, cost, exposure or other action for which the Credit Union may be responsible, with such right being in addition to any other rights We may have with respect to Your Accounts. Without limitation, You recognize that under the Rules, the UCC, Regulation CC and the rules of any image exchange network, Our representations and warranties to others with regards to Image Items and substitute Checks may expose the Credit Union to claims for several years following processing of any particular Image Item or substitute Check.

A. If a payor financial institution returns an Image Item to Us for any reason, We may charge Your applicable Account for the returned Image Item, whether or not the return is timely and proper, and we may further either:

- A. Return the Image Item to You; or
- B. Re-present it to the payor financial institution before returning it to You.

Items may be returned as Image Items, rather than substitute Checks, as agreed by the parties. If a payor financial institution or other third party makes a claim against Us or seeks a recredit with respect to any Image Item processed, We may provisionally freeze or hold aside a like amount in the applicable Account pending investigation and resolution of the claim;

B. Immediately suspending the Services or the System or the processing of any Check or corresponding electronic Image Item if We have reason to believe that there has been a breach in the security of the Services or System, fraud involving Your Account(s) or Check(s), or any uncertainty as to the authorization or accuracy of electronic Image Items, including the right to process electronic Image Items on a collection basis at any time; and

C. Refusing to process any non-conforming Image Items, including without limitation any Image Items that do not meet the definition of a "Check" set forth herein.

**Contact Information-** Notifications required by this Agreement are to be directed to Us at the address or phone numbers listed below.

MOUNTAIN AMERICA FEDERAL CREDIT UNION  
PO BOX 9001  
WEST JORDAN UT 84084-9001  
Phone: 801-325-6228 or Toll Free: 800-748-4302  
E-mail: macumail@macu.com

***Disclaimer of Warranty and Limitation of Liability-***

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Remote Deposit Services provided to You under this Agreement. We do not and cannot warrant that Services will operate without errors, or that any or all Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, You agree that Our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any Services or products provided under this Agreement or by reason of Your use of or access to Remote Deposit Services.

The Credit Union shall be responsible only for performing the Services expressly provided for in this Agreement and shall be liable only for its negligence in performing those Services. The Credit Union shall not be responsible for the Member's acts or omissions (including without limitation the amount, accuracy, or timeliness of transmittal) or those of any person, including without limitation any Federal Reserve Financial Institution or transmission or communications facility, and no such person shall be deemed the Credit Union's agent. The Member agrees to

indemnify the Credit Union against any claims, damages, loss liability, or expense (including attorney's fees and expense) resulting from or arising out of any claim of any person that the Credit Union is responsible for any act or omission of the Member, or any other person described in this paragraph.

In no event shall the Credit Union be liable for any consequential, special, punitive or indirect loss or damage which the Member may incur or suffer in connection with this Agreement, including without limitation, loss of damage from subsequent wrongful dishonor resulting from the Credit Union's acts or omissions pursuant to this Agreement.

Without limiting the generality of the forgoing provisions, or the provisions of this Agreement, the Credit Union shall be excused from failing to act or from delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Credit Union's control. In addition, the Credit Union shall be excused from failing to transmit or delay in transmitting a deposit if such transmittal would result in the Credit Union violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other United States governmental regulatory authority.

Notwithstanding any other provision set forth herein to the contrary, in the event of default under the terms of this Agreement by the Member, the Credit Union shall have all rights and remedies available at law or in equity.

**Governing Law-** This Agreement shall be construed in accordance with Utah law and the laws of the United States of America. We and You agree that jurisdiction over, and venue in any legal proceeding arising out of or relating to this Agreement, will exclusively be in the state or federal courts located in Salt Lake County Utah .

**Severability-** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the remaining provisions shall remain in full force and effect.

**Headings-** Headings of sections are inserted only for convenience and shall not be used to define, limit or construe the scope of any term or provision of this Agreement.

## **Introduction**

This agreement covers your rights and responsibilities concerning Bill Payment services offered by Mountain America Federal Credit Union (MAFCU). By utilizing these services you agree to the following terms and conditions. You may make bill payment Transactions subject to the limitations outlined in the disclosure. The Credit Union will not process any bill payment transfer if the required Transaction information is incomplete. The credit union may set other limits on the amount of any Transaction(s), and you will be notified of those limits.

## **Bill Pay ELECTRONIC BILL PAYMENT AUTHORIZATION**

By utilizing the Bill Pay services, I authorize Mountain America Federal Credit Union (MAFCU) to post payment transactions generated through the Internet from the Bill Paying Service to the associated accounts.

## **PAYMENT SCHEDULING**

The Credit Union will process your bill payment transfer within one (1) business day on the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from the Credit Union. Please allow sufficient lead-time prior to your due date. The Credit Union cannot guarantee the time that any payment will be credited to your account by the vendor and will not be liable for any service fee, late charge, or finance charge.

I understand that payments may take up to 10 business days to reach the vendor and that they will be sent either electronically or by check.

I also understand that I am responsible for any loss or penalty that I may incur due to a lack of sufficient funds (See your account fee schedule) or other conditions that may prevent the withdrawal of funds from my account. We will have no obligation to initiate any payment if there are not sufficient funds in your designated account, but may at



our discretion. Should there not be sufficient funds in my account, I understand the Bill Pay Company may try up to three (3) times to debit my account which may result in an NSF Fee being charged to my account for each unsuccessful attempt.

## **Payment Methods**

Mountain America Federal Credit Union (MAFCU) reserves the right to select the method in which to remit funds through the Bill Pay Service. These payment methods may include, but may not be limited to, an electronic payment or a payment generated by paper check.

## **CANCEL, CHANGE AND STOP PAYMENT REQUESTS**

You may cancel, stop, or change a scheduled Online Bill Payment by following the directions found within Bill Payment Service. The Credit Union may not have reasonable opportunity to process a stop payment request if a payment has been processed through the service. The Credit Union will make every effort to accommodate your request; however the Credit Union will have no liability for failure to do so. If a payment has been already processed through the service and you wish to place a stop payment, you must contact the Credit Union's Service Center.

## **PROHIBITED PAYMENTS**

Payments to payees outside of the United States are prohibited and may not be issued under any circumstances. It is unlawful to use this system to transfer money to any person or organization listed in the Office of Foreign Asset Control's Specially Designated Nationals list. The Credit Union reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides 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.

## **EXCEPTION PAYMENTS**

I further understand that Due to legal requirements, the Bill Pay Service and Mountain America Federal Credit Union limits the ability to make certain types of payments. The following payments are discouraged, but may be scheduled at your own risk:

- 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.

We will not notify you if you attempt to make any of these payments and we will not be liable if we do not make a prohibited or discouraged payment that you've scheduled.

## **BILL DELIVERY AND PRESENTMENT**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. If you elect to utilize these services, you agree to the following:

- Any changes or disputes to your account information with billers that you utilize through this service will need to be made by contacting the biller directly.
- Upon activation of your bill presentment service, MAFCU will notify the Biller of your request for electronic billing. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills. In the event you do not receive your electronic bill, it is your responsibility to contact the Biller to ensure timely payments of all bills.
- By utilizing the electronic bill pay service you authorize us to obtain bill data on your behalf. We may request you provide your user name and password for that Biller. By providing with us with such information you authorize us to use the information to obtain bill data.

- Each Biller reserves the right to cancel your electronic bill at any time. You may cancel your electronic bill presentment at any time. The Credit Union 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.

## **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

You understand and agree that periodic statements are made available to you on the date mailed by us or our agent or otherwise made available to you. You further agree that it is your duty and obligation to carefully and promptly review each periodic statement to verify that each Transaction is authorized and accurate. We will have no responsibility or liability whatsoever for unauthorized or inaccurate Transactions or item if you do not notify us in writing within sixty (60) days of the mailing date or otherwise made available of the earliest periodic statement containing information about or indicating unauthorized or inaccurate Transaction.

## **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 1-800-748-4302 Mon-Fri 8am-8pm MT
2. Write us at:  
Mountain America Federal Credit Union  
P. O. Box 9001  
West Jordan, Utah 84084-9001

## **MINOR ACCOUNT USAGE**

The Credit Union offers this service to individuals less than 18 years of age with the consent of a parent or legal guardian. To activate this service for minor the parent or legal guardian must consent by signing the required authorization form, which can be obtained at a branch location or through the Credit Union's Service Center.

## **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

I authorize MAFCU to disclose information about my Account to third parties (including Payees) in order to complete transactions using the Bill-Payer and for any other purpose indicated in the Bill-Payer Agreement. I authorize my Payees to disclose to MAFCU and its agent's information regarding my account(s) with such Payees in order to complete transactions using the Bill-Payer, including resolving questions regarding such transactions.

## **SERVICE FEES AND ADDITIONAL CHARGES**

I authorize MAFCU to deduct from the Account designated in my application any service fees related to the Bill Pay Service as disclosed to me by MAFCU from time to time.

## **ALTERATIONS AND AMENDMENTS**

I agree that the Bill Pay Agreement, as amended from time to time according to its terms, will govern all transactions involving Bill Pay Services, and that my use of the Bill Pay Service will confirm that I have received and reviewed the Bill Pay Agreement and will be bound by its terms and conditions. In the event of modification of this agreement, the Credit Union shall provide notice to you.

## **SERVICE TERMINATION, CANCELLATION, OR SUSPENSION**

If at any time I decide to discontinue service, I will provide written notification to MAFCU. I acknowledge that in the event that a payment has not been processed on my account for six (6) months or more, my account will be closed and all information will be deleted from the system and cannot be reinstated. I further acknowledge that if I at any time close my checking account, my bill pay account will be closed and all information deleted from the system and cannot be reinstated. I understand that I can open a new bill pay account by filling out the application and accepting the terms and conditions herein. The Credit Union is not responsible for any bill pay account information that is lost due to account inactivity.

## **RETURNED PAYMENTS**

There are circumstances when a payment may be returned to the Credit Union. These circumstances may include, but are 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. The Credit Union 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.

## **OTHER GENERAL TERMS**

My use of the Bill Paying Service signifies that I have read and accepted all the terms and conditions of the Bill Paying Service.