

CFCU BILL PAY ONLINE ACCESS AGREEMENT

This Agreement governs your access to online credit union financial services ("Online Services") being offered by Community Financial Credit Union ("we", "us", "our" or "Credit Union") now and in the future. As a member of Community Financial Credit Union, you are eligible to enroll for our Online Services. By using the Online Services, you, and any person you authorize to use your access to the Online Services, agree to abide by the terms and conditions of this Online Access Agreement (the "Agreement").

I. Definitions.

- "Account(s)" means the account that you have with us for personal, business or household use, which will be debited for Bill Pay payments made to Payee(s).
- "ID" means a user name assigned to you by us or selected by you for identification purposes in connection with Online Services.
- "Business Day" means every weekday that we are open for business, Monday through Friday, except federal or state holidays.
- "Bill Pay" means our service that allows you to pay or transfer funds to designated Payees based upon your instructions to us via the Internet.
- "Electronic" means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.
- "Service Providers" means persons or entities that provide, or assist us in providing the Online Services, or any equipment, software or other services under this Agreement.
- "Payee" means any individual, financial institution, educational institution, company, merchant or other business entity you wish to pay using Online Services.
- "Password" means the confidential identification number or code assigned to you by us or selected by you for identification purposes in connection with the Online Services.
- "Online Services" includes the Online Teller, MemberConnect, ATM/Debit cards, and any other electronic means of accessing an account.

II. Setup and Use of Online Services

A. Eligibility. In order to activate Bill Pay, you must have at least one Checking Account with us and be currently enrolled for Online Teller access. Any person having access to your Online Teller ID and Password will be able to access Bill Pay and perform all transactions, including reviewing Account information and making transfers to other entities.

B. Access. Online Services are generally accessible 24 hours a day, seven days a week, except for reasonable periods for system maintenance. We are not liable for any failure to provide access to Bill Pay. We may modify, suspend, or terminate access to the Bill Pay at any time and for any reason without notice or refund of any fees. We reserve the right to change the security procedures from time to time with or without notice.

C. Equipment Requirements. A computer with a modem, access to the Internet, and a web browser able to support 128-bit encryption is required to use the Bill Pay services. You are responsible for the correct set-up and maintenance of your home computer and modem. We are not responsible for any errors, damages or other losses you may suffer due to malfunction or misapplication of any system used, including your browser, Internet service provider, software, or any equipment you may use (including telecommunications facilities, computer hardware and modem) to access or communicate with the Bill Pay services.

D. Limitation of Liability.

1. Disclaimer of Liability. You are responsible for the correct set-up and installation of a web browser or related software to gain Internet access to and use of the Bill Pay services. You agree that neither we nor any of our service providers shall be liable for any loss or damages (whether direct, indirect, special or consequential or otherwise), including economic, property, personal, or other loss or injury, whether caused by us, the hardware or software or a system-wide failure, arising or resulting from the installation, use, or maintenance of the equipment, software or other items necessary to access and/or operate the Bill Pay services.

2. Disclaimer of Warranties.

(a) Warranties of Fitness and Merchantability. NEITHER WE, NOR ANY OF OUR SUBSIDIARIES, NOR ANY SERVICE OR INFORMATION PROVIDERS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING THE SOFTWARE, EQUIPMENT, BROWSER OR OTHER ONLINE SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

(b) Computer-related Warranties. Neither we, nor any of our subsidiaries, nor any service or information provider is liable for any computer virus or software-related problems that may be attributable to services provided in connection with the Online Services.

III. Online Services.

A. Bill Pay Services Offered. You may use the Bill Pay Services to access Accounts. These activities are limited to the extent noted herein and in the Account Agreements governing your various Accounts. Through the Bill Pay Payment Service, you can pay bills either on an automatic, recurring basis or periodically as you request. You must provide us with the name and address of the Payee (i.e., the party to be paid), your account/reference number (if any) with that party and any other information we require to properly debit your Account with us and credit your account with the Payee. Please allow six (6) business days for processing the information. You may not make any alimony, child support, gambling, lottery, tax, or other governmental or court-ordered payment using the Bill Pay Payment Service. If you wish to add or delete Payees, you may make these changes online through the Bill Pay Services. You authorize us to make all changes you submit through the Bill Pay Services or that are submitted by any other person having access to your Bill Pay Services ID, Password, and Account information. Our Online Services allow you to:

- Review transaction history
- Issue payments to pay balances on Accounts with us or with other institutions
- Communicate directly with us via an online messaging center

B. Specific Information about Bill Pay.

1. **Bill Pay Payment Service.** When you sign up for Bill Pay Payment Service, you must designate an Account with us as your Bill Pay Account. You may make Bill Pay Payments in any amount between \$5.00 and \$10,000.00. When you schedule a bill payment using the Online Services, you authorize us to withdraw the necessary funds from the Bill Pay Account. We may refuse to act on your instruction if sufficient funds, including funds available under any overdraft plan, are not available in your Bill Pay Account on the date we attempt to process payment. We reserve the right to adopt, amend and enforce minimum and maximum payment amounts different from those listed here.

2. **Processing Bill Pay Payments.** We deduct the amount of your transaction from your Account on the date we process the instruction. If the date on which you schedule a payment falls on a weekend or holiday, we process the instruction the prior Business Day. To ensure that your payments arrive on time, you must schedule payments to be processed at least six (6) Business Days before the payment due date, not the late date. This generally allows sufficient time for the Payee to receive and post the payment. We are not responsible for postal delays or processing delays by the Payee.

When you add Payees to the Online Service, you must enter your account/reference number and address as they appear on the relevant payment stub or invoice. Occasionally a Payee may choose not to participate in the services, or may require additional information before accepting payments electronically. We work with these Payees to encourage them to accept an electronic or check payment from the Credit Union. If we are unsuccessful, or if we believe that the Payee cannot process payments in a timely manner, we may decline to make future electronic payments to that Payee. In the unlikely event that this occurs, we send you a notice. We may always refuse to make payments to certain Payees.

3. **How Bill Pay Payments are Made.** We process all payments you make through the Online Services by either sending an electronic transmission to the Payee or by mailing a draft to the Payee, based on the information you have provided to us regarding the Payee. Please note; Payees who receive electronic delivery will receive your payment information, including the Account number, through a computer link. Electronic payments are generally received and credited by most Payees within three Business Days. All drafts drawn on your Account are mailed through the U.S. Postal Service. Draft payments are generally received and credited by most Payees within five to seven business days.

Canceling Bill Pay Payments. You may cancel a pending Bill Pay Payment transaction. However, to do so, we must receive your instruction to cancel prior to processing date. If we do not receive your instruction to cancel a transaction before that time, we may process the transaction. To cancel any transaction, you must go to the [pending payment details] page and follow the instructions regarding cancellations.

4. **Inactivity.** If you do not use your Bill Pay for at least 60 days, your Bill Pay account access will be revoked. To reinstate your Bill Pay service, write us at Community Financial Credit Union, PO Box 1217, Springfield, MO 65801.

IV. Fees.

For the fees applicable to your selected Online Services, refer to the "Schedule of Fees and Charges" attached as Schedule 1. You agree to promptly pay all fees and charges for services provided under this Agreement and authorize us to debit your account. If you close your account, your Bill Pay service will be terminated. If any fees or charges are not paid when due, we may immediately cancel your access to all or any Online Services. Your access to Online Services may be reinstated by writing to us at Community Financial Credit Union, PO Box 1217, Springfield, MO 65801. We reserve the right to refuse to offer or re-establish Online Services to any member.

V. Parties' Rights and Responsibilities

A. Your Rights and Responsibilities.

1. **Authorized Use of Services by Other Persons.** You are responsible for keeping the ID, Password and Account data confidential. We are entitled to act on transaction instructions received using your Password, and you agree that use of the Password will have the same effect as your signature authorizing the transaction. If you authorize other persons to use your Password in any manner, said authorizations will be considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization and changed the Password. You are responsible for any transactions made by such persons until you notify us that transfers by that person are no longer authorized and we have a reasonable opportunity to act upon the change of your Password.

2. **Report Unauthorized Transactions.** You must notify us immediately if you believe that the Password has been lost or stolen or that someone has transferred or may transfer money from your Account without permission or if you suspect any fraudulent activity on any Account.

3. **Your Liability for Unauthorized Transactions.** NOTE: Federal law requires that if you believe the Password has been lost or stolen, and you notify us within two (2) business days after learning of the loss or theft, you can be liable for no more than \$50 if someone used the Password without your permission.

Please notify us AT ONCE if there is reason to believe the Password has been compromised, lost or stolen. Telephoning is the best way of limiting your possible losses. If you do not notify us promptly, it is possible that you could lose all the money in your Accounts plus the maximum overdraft line of credit. If you DO NOT tell us within two (2) business days after learning of a possible compromise, loss or theft of the Password, and we can prove that we could have stopped someone from using the Password without your permission if we had been notified, you could lose as much as \$500.

If your statement shows transactions that you did not make or authorize, you must inform us at once. If you do not tell us within sixty (60) days after the FIRST paper or online statement showing such a transaction was sent to you, and we can

prove that we could have prevented someone from taking the money if you had told us in time, you may not recover any money lost after the sixty (60) days. Your role is extremely important in the prevention of any wrongful use of the Online Services and your Accounts. You must promptly examine Account statements upon receipt and, if your records and ours disagree, you must call our Member Service Department immediately at 417.862.0471.

4. Resolving Errors or Problems. If you believe that a statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt, contact us as soon as possible. We must hear from you no later than sixty (60) days after the FIRST statement on which the problem or error appeared is received by you. When contacting us, our representative will need to know the following information:

- (a) Your name and Account number;
- (b) A description of the error or transfer about which you are unsure, and an explanation of why you believe it is an error or why more information is needed; and
- (c) The dollar amount of the suspected error.

If you notify us orally or by electronic communications, we may require that you send us a complaint or question in writing within ten (10) business days. We will inform you of the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate the complaint or question. If we decide to do this, we will credit your Account, within ten (10) business days, with the amount you believe 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 the complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your Account. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may request copies of the documents that we used in our investigation. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or questions. For new accounts, we may take up to twenty (20) Business Days to credit your account for the amount you think is in error.

B. Our Rights and Responsibilities. If you provide us with timely, complete, correct and accurate information and we do not then accurately complete a transfer to or from your Account or if we fail to cancel a transaction as properly requested or in the correct amount according to our agreement with you, we are liable for your losses or damages as provided in this Agreement. There are some exceptions to our liability for processing transactions on your Accounts. For example, we will not be liable:

1. If, through no fault of ours, you do not have enough money in your Account to make the transfer or the Account is closed;
2. If the transfer would go over the credit limit on your overdraft protection, if any;
3. If a legal order direct us to prohibit withdrawals or transfers from the Account;
4. If circumstances beyond our control such as interruption of telephone service or telecommunication facilities, natural disaster such as fire or flood, or handling of payments by a third party prevent the transfer, despite reasonable precautions taken by us;
5. If you have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the Payee on an Bill Pay Payment;
6. If you have not properly followed instructions for using the Online Services, or you do not obtain confirmation at the time you initiate a payment or transfer;
7. If your operating system or software was not properly installed or functioning properly;
8. If you, or anyone authorized by you, commits any fraud or violates any law or regulation; or
9. As otherwise stated in your Account Agreements.

Our sole responsibility for an error in a transfer will be to correct the error, but 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 liability for indirect, special, incidental or consequential damages, our liability is limited to the extent permitted by applicable law.

VI. Consumer Privacy and Confidentiality.

The importance of maintaining the confidentiality and privacy of the information provided by our members is one of our highest priorities. You should carefully review our Internet Privacy Statement that is a part hereof by this reference.

A. Sharing Your Personal Information with Others. We recognize the importance of protecting the confidentiality of your personal information. Personal information includes all of the personally identifying information that you provide to us in connection with the Accounts and use of the Online Services. However, we may disclose personal information about you to third parties:

1. If we have entered into an agreement with another party to provide any of the Online Services. In this case, we will provide that party with information about your Account, Transfers, and your communications with us in order to carry out your instructions;
2. If it is necessary for completing transactions or otherwise carrying out your instructions;
3. If it is necessary to verify the existence and conditions of an Account for a third party, such as a credit bureau, a Payee, or any holder of a check issued by you through the Bill Pay Payment Service
4. In order to comply with applicable laws, government agency rules, regulations or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information;
5. In order to provide you with information about products and services that we believe will be interesting to you; or
6. If you otherwise give us specific permission.

B. Use of Cookies. Cookies are files stored on a user's own computer system to record information about websites visited frequently. Because of security issues, we will not allow you to store your identifying name, Online Teller ID or Password as a cookie on the computer system. However, preferences, site mapping or other statistical information may be stored as a cookie on your hard drive.

VII. Changes in Terms and other Amendments.

We reserve the right to change the charges, fees or other terms described in this Agreement. When changes are made to any fees, charges or other material terms, we will update this Agreement and either send a notice to you at the address shown in our records or we will send you an electronic message (e-mail). The notice will be posted or sent to you at least thirty days (30) before the effective date of any

additional fees for online transactions or of any stricter limits on the type, amount or frequency of transactions or of any increase in your responsibility, unless an immediate change is necessary to maintain the security of the system or unless such change or amendments are otherwise required by law or applicable regulation. As always, you may choose to accept or decline changes by continuing or discontinuing the Accounts or Online Services to which these changes relate or by terminating this Agreement. Your continued use of the Online Services constitutes an agreement to the amendment(s). The terms of your other Account Agreements shall continue to apply.

VIII. Dispute Resolution

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE ACCOUNTS COVERED BY THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, A CLAIM BASED ON OR ARISING FROM AN ALLEGED TORT, SHALL AT YOUR OR OUR REQUEST, BE DETERMINED BY ARBITRATION UNDER THE AUSPICES AND RULES OF THE AMERICAN ARBITRATION ASSOCIATION AND IN COMPLIANCE WITH THE FEDERAL ARBITRATION ACT AND ANY APPLICABLE STATE ARBITRATION ACT.

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. All statutes of limitation, which would otherwise be applicable, shall apply to any arbitration proceeding.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

IX. Other Provisions.

A. Electronic Notice. We may send notices to you by electronic messaging. Electronic messaging is a secure messaging system you can access by logging in. You may use electronic messaging to contact us about inquiries, maintenance and/or some problem resolution issues. Even though it is a secure messaging system, we do not recommend that you send confidential personal or financial information. There may be times when you need to speak with someone immediately (especially to report a lost or stolen Password, or to stop a payment). In these cases, do not use electronic messaging, instead call our Bill Payment Support Department at 417.862.0471, extension 412.

B. Ownership of Website. The content, information and offers on our website are copyrighted by Community Financial Credit Union and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. All information, including designs, content and images, contained on the Site is owned by Corporate Network eCom, LLC or us and/or licensed to us. "MemberStreet," "MemberPay," "ePower for Credit Unions," "Corporate Network" and "Corporate Network eCom" are trademarks of Corporate Network eCom, LLC (the "Marks"). Other trademarks logos and service marks displayed on the Site to identify the source of services and products are our property or the property of respective third-party owners. All information and content including any software programs available on or used to operate the Site ("Content") is proprietary to their respective owners. Users are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any of the Marks or Content available on or through the Site for commercial or public purposes. The sites and resource links on our Site are for your convenience. We have identified these sites to be of general interest and use to our members. Please note, after clicking on a link, you will leave our web Site. These links and sites are created and maintained by other organizations. We do not control or guarantee the accuracy, relevance, timeliness, or completeness of the information on these sites. The inclusion of these links is not intended to reflect their importance nor is it intended to endorse any views expressed, or products/services offered on these sites or the organizations sponsoring the sites. If you have questions or concerns regarding the links, please contact us.

We prohibit caching, unauthorized links to the Site and framing of any Content available through the Site. We reserve the right to disable any unauthorized links or frames and specifically disclaim any responsibility for the Content available on any other Internet sites linked to the Site. Access to any other Internet sites linked to the Site is at the user's own risk. You should be aware that linked Sites may contain rules and regulations, privacy provisions, confidentiality provisions, transmission of personal data for such provisions, and other provisions that differ from the provisions provided on the Site. We are not responsible provisions and expressly disclaim any and all liability related to such provisions.

C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Missouri, without regard to Missouri conflict of law provisions. Your existing Account relationships shall continue to be governed by and construed in accordance with the laws as disclosed in such Account Agreements.

D. Termination. We may terminate this Agreement and any service provided pursuant hereto, in whole or in part, at any time.

E. Scope of Agreement. This Agreement represents our complete agreement with you relating to our provision of the Online Services. No other statement, oral or written, including language contained in our website, unless otherwise noted, is part of this Agreement.

F. Waiver of Jury Trial. IN ANY LITIGATION IN WHICH THE PARTIES ARE ADVERSE, THE PARTIES AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY.

G. Except as set forth in this Agreement, as amended or renewed from time to time, your membership agreement and disclosures for accounts previously provided to you (including the Electronic Fund Transfer Disclosure Regulation E) will govern all transactions and payments with respect to the Services described above. All funds transferred from a loan account will be subject to the applicable loan agreement and secured by any security agreement for accessing your loan proceeds.

SCHEDULE 1 Bill Pay Fees:

Photo copies (per item)	\$10.00
Stop payment orders (per item)	\$25.00
Merchant Postal Return	\$10.00
Nonsufficient funds item (each)	\$21.00
Courtesy Pay	\$21.00*
Overdraft Transfer Fee	\$1.00

* Fee applies when overdraft is created by check, in-person withdrawal, ATM withdrawal, or other electronic means.