

NASA Federal Credit Union
eBranch Online Bill Pay Agreement

By using the **eBranch Online Bill Pay Service**, you agree to this eBranch Online Bill Pay Agreement (the Agreement) as well as the terms as identified in the NASA Federal Member Services Agreement you received when you opened your account. A copy of the NASA Federal Member Services Agreement may be obtained by visiting nasafcu.com/agreements, by e-mailing NASA Federal at support@nasafcu.com, by visiting a branch office or by calling 301-249-1800 or toll-free 1-888-NASA-FCU (1-888-627-2328).

As used in this Agreement, the words "we", "our", "us" and "Credit Union" mean NASA Federal Credit Union. "You" and "your" refer to the account owner(s) entitled to use the **Online Bill Pay Service** and eBranch Online Banking. "Account" or "accounts" means your share and/or loan accounts at the Credit Union.

Online Bill Pay Enrollment

You must enroll in eBranch Online Banking and the **Online Bill Pay Service** and have a linked checking account (referred to as your Bill Pay account) to use this EFT (Electronic Funds Transfer) Service. All payments you make will be deducted from your Bill Pay account.

Online Bill Pay Service

You may create an unlimited number of payees within the continental United States and United States Territories to pay through the **Online Bill Pay Service**. You should not include NASA Federal Credit Union as a payee (payments to NASA Federal Credit Union should be made using eBranch Online Banking). Each payee must be included on the payee list you create. Certain payees cannot be set up for processing through Online Bill Pay. These "prohibited payees" include government entities for the purpose of paying taxes, child support, fines, fees or other court appointed payments, collection agencies, payees outside the United States and other payees as designated. The list of "prohibited payees" may be expanded at any time.

You must initiate bill payments using the due date of your bill. After you enter the due date, you will be advised of the withdrawal date for that payment (typically three (3) business days prior to the due date for an electronic payment or six (6) business days prior to the due date for mailed payments). You must have sufficient funds available in your Bill Pay account for each bill payment on the withdrawal date or you will be charged the applicable fees for each bill that is paid under the Courtesy Pay program or for each bill payment that is rejected. If a scheduled bill payment is rejected, you must reschedule the bill payment; it will not be rescheduled for you. You may change and/or cancel scheduled bill payments until 11:59 PM on the business day prior to the processing date.

Payments are made in the manner available for each payee from two methods:

- **Electronic transmission.** Most payments are made by electronic transmission.
- **Corporate check.** This is a check drawn on the account of our Bill Pay vendor. If the payee of a corporate check fails to negotiate the check within 90 days, a stop payment is automatically initiated and the funds are re-credited to your account for the amount of the payment.

All first time payments to a payee are mailed with the timeframe of a check (six (6) business days). When you change information regarding a payee (either the payee name and/or address), it will be considered a first time payment and the payment after the change will be mailed with the timeframe of a check even if prior payments to the payee were sent electronically. Payments sent to payees electronically are signified by an "E" in the **Online Bill Pay Service** and those mailed by check are signified by a "C" in the **Online Bill Pay Service**.

Scheduled recurring payments that fall on a weekend or a non-bank business day will be processed on the prior bank business day.

Online Bill Pay Guarantee

If bill payments up to \$25,000 are made and scheduled properly (in accordance with this Agreement) are posted late for reasons beyond your or our control, we will ensure that late fees and finance charges up to \$50 are removed by the merchant, or pay them, and that your account at the merchant is appropriately noted. This guarantee only covers late fees and finance charges up to \$50 and does not cover losses incurred due to late payment or posting beyond standard late fees and/or finance charges.

This guarantee does not cover payments made to payees outside of the U.S. or the Armed Forces Postal Codes (such as AE and AP), to settle securities transactions, to payoff "special financing" transactions, to unprocessed payments due to debit failures or to prohibited payees.

You must allow sufficient time for the payee to receive the payment before the applicable payment due date, excluding grace periods. If you do not allow sufficient time for a payment, you assume full responsibility for all late fees, finance charges and any other actions against you initiated by a payee. You must supply the correct payee name and address and the name of the individual being billed as well as the account number as it appears on the payee's record. Please note, the guarantee does not mean that payments will be delivered and posted within three (3) or six (6) business days, because the U.S. Postal Service controls the delivery date and the merchant controls the actual posting date.

The Credit Union is responsible only for exercising ordinary care in making payments upon your authorization and for mailing or sending a payment to the designated payee based on the circumstances outlined above. Under certain circumstances, the Credit Union will not be liable for losses or damages when transactions, including bill payments, do not occur. In addition to circumstances listed in the Member Services Agreement, the Credit Union is not liable for damages you incur in using the **Online Bill Pay Service**, including any finance charges or late fees, for the following reasons:

- If the estimated time for delivery of payment to the payee is inaccurate.
- For delays in mail delivery, subject to the payment guarantee above.
- Due to change of payee's address or your account number with the payee.
- Due to failure of the payee to apply the payment in a timely manner.

To make a claim, you may be required to submit a copy of the bill with the due date of the bill clearly stated. You may also be required to submit proof of any fees and/or finance charges that you have incurred.

In Case of Errors or Questions About Your Electronic Fund Transfer

Please send a secure e-mail through eBranch Online Banking. You can also call NASA Federal at 301-249-1800 or toll-free 1-888-NASA-FCU (627-2328) or write to NASA Federal Credit Union, P.O. Box 1588, Bowie, MD 20717-1588 immediately.

Online Bill Pay Fees

Online Bill Pay Fees are outlined in the NASA Federal Credit Union Schedule of Fees and are subject to change at any time with 30 days notice.

Change of E-mail Address

You agree to notify us immediately of any change in your e-mail address. You may change your e-mail address while logged in to eBranch Online Banking or notify the NASA Federal by fax to 301-249-0587 or mail: NASA Federal Credit Union, P.O. Box 1588, Bowie, MD 20715-1588.

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 **Online Bill Pay Service** provided to you under this Agreement. We do not and cannot warrant that **Online Bill Pay** will operate without error, or that

Online Bill Pay will be available 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 **Online Bill Pay**, 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 or any other legal theory.

Additional Terms and Conditions of Your Electronic Statement Agreement

The terms and conditions of your Membership and Account Agreement for each of your Credit Union accounts as well as your other agreements with the Credit Union such as loans continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of Maryland. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and the Credit Union's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

Change in Terms

We may change any term of this Agreement at any time. If you do not wish to accept the change, you may terminate or discontinue the use of the **Online Bill Pay Service** at any time but you must comply with this Agreement for all pending Online Bill Pay payments.

Our Right to Terminate

NASA Federal Credit Union reserves the right to discontinue the **Online Bill Pay Service** or to suspend account access at any time due to a change in business conditions or the failure of a member to abide by the eBranch Online Banking Agreement, the Online Bill Pay Agreement, or any other applicable NASA Federal Credit Union Account Terms and Conditions.