

## **United QuickPay® Service Agreement**

### **Introduction**

United QuickPay® is an online loan payment service offered to you to make one-time payments to certain types of United Federal Credit Union consumer loans ("Service").

These terms and conditions set forth a legally binding agreement governing your use of the associated website ("Site") and the Service ("Agreement") and outline important conditions that apply to your use of the Site and the Service. By utilizing the Service, permitting any person to do so on your behalf, or utilizing the Service on someone else's behalf, you agree to these terms and conditions and agree to be bound by this Agreement. If you do not agree to these terms and conditions or this Agreement, you must discontinue your access to the Site and not utilize the Service.

THE SERVICE IS ONLY AVAILABLE FOR CONSUMER ACCOUNTS AND CERTAIN ORGANIZATIONAL ACCOUNTS. YOU ARE PROHIBITED FROM USING THIS SERVICE WITH ANY ACCOUNT THAT IS NOT ESTABLISHED PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

### **Definitions**

"Amount Due" is the payment amount for your Consumer Loan Account you are permitted to make using the Service as of the First Available Date; this may include the periodic payment amount and amounts for delinquent payments, late fees, and other charges.

"Authorized User" is any individual which you allow to use the Service on your behalf or access to your Funding Account.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Consumer Loan Account" means your loan account with United Federal Credit Union established primarily for personal, family, or household use.

"Due Date" is the date when your next periodic payment is due; it is not the late payment date and does not include any courtesy or grace period.

"First Available Date" is the effective date of a Payment to the Consumer Loan Account made using the Service and is also the day your Funding Account will be debited when Payment is made prior to the daily Cut-Off Time; provided that if this date falls on a non-Business Day or after the daily Cut-Off Time for the Service, the effective date of a Payment to the Consumer Loan Account will be no later than the immediately following Business Day and the actual date your Funding Account will be debited may be the immediately following Business Day or thereafter.

"Funding Account" is the checking account, savings account, or equivalent associated with a debit card provided for Payment, held at a United States depository institution, from which Payments and fees, if any, will be debited and to which credits to you will be credited.

"Organization Representative" means, if you are not a natural person, anyone we reasonably believe, in accordance with our security procedures, to be authorized to act on your behalf in connection with the Service.

"Payment" is a payment transaction initiated by you through the Service.

"Payment Instruction" is the information provided by you (such as, but not limited to, your Consumer Loan Account number, Funding Account information) for a Payment to be made through the Service.

"We," "us," and "our" refers to United Federal Credit Union, all of its respective successors or assigns, and its third-party service providers.

"You" and "your" refer to the individual that is utilizing the Service.

### **Eligibility**

The Site and the Service are for personal, family, or household use only. The Site and Service are offered only to individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors. Commercial entities, organizations and other non-natural persons may not use the Site or Service, with the exception that an authorized Organization Representative of an organization who holds a Consumer Loan Account may use the Site or Service to initiate a Payment to such organization's own Consumer Loan Account for personal, family, or household purposes. By using the Service, you represent that you meet these requirements.

### **Consumer Loan Accounts Eligible to Receive Payment Using the Service**

The following types of Consumer Loan Accounts are eligible for the Service:

- Auto loans;
- Recreational vehicle loans;
- Boat or other vehicle loans;
- Signature Loans;
- Savings-secured closed-end loans; and
- Term loans.

### **Payment Authorization, Payment Remittance and Fees**

You authorize us to follow the Payment Instructions received from you. When we receive a Payment Instruction from you, you authorize us to debit your Funding Account for the amount of any Payment plus any related fees in effect at the time you initiate the Payment Instruction and to remit funds on your behalf. YOU ACKNOWLEDGE AND AGREE THAT A FEE MAY BE CHARGED TO YOU TO PROCESS PAYMENTS PURSUANT TO THIS AGREEMENT. ANY SUCH FEES WILL BE DISPLAYED TO YOU PRIOR TO FINALIZING THE PAYMENT INSTRUCTION. YOU HEREBY AGREE TO PAY ANY SUCH APPLICABLE FEES WHICH MAY BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED. You also authorize us to credit your Funding Account, in the event that any Payments are returned for any

reason, including without limitation because the processing of the Payment Instruction could not be completed. In order to process Payments more efficiently and effectively, we may edit or alter payment data or data formats. You certify that any Funding Account you utilize in connection with the Service is an account from which you are authorized to make payments, and any Payment you make using the Service will debit a Funding Account that you are legally authorized to use.

We will only be responsible for acting on Payment Instructions that we actually receive. We will use reasonable efforts to complete your Payments properly. However, we shall incur no liability if the Service is unable to complete any Payments initiated by you because of the existence of any one or more of the following circumstances:

1. If your Funding Account does not contain sufficient available funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. If our payment processing center is not working properly and you know or have been advised about the malfunction before you execute the transaction;
3. If you have not provided us with the correct Funding Account information or other required information;
4. If your debit card is expired;
5. If circumstances beyond our control (such as, but not limited to, fire, flood, or other acts of God, third party systems, or interference from an outside force) prevent the proper execution of the transaction; and/ or
6. If you failed to follow our instructions for the use of the Service.

This list of examples set out in this section is meant to illustrate circumstances under which we would not be liable for failing to make a Payment and is not intended to list all of the circumstances where we would not be liable. Provided no such circumstances are applicable, if we cause an incorrect amount of funds to be removed from your Funding Account or cause funds from your Funding Account to be directed in a manner that does not comply with your Payment Instructions, our sole responsibility to you shall be to return the improperly transferred funds to your Funding Account or to direct any previously misdirected payments to your Consumer Loan Account. In the event we are ever liable to you for damages related to the Service, your damages will be limited to actual damages only. We will not be responsible for indirect, special, incidental or consequential damages, court costs or attorneys' fees.

You are responsible for ensuring that there are sufficient available funds in your Funding Account to cover any amount you authorize for payment. If you do not have sufficient available funds in your Funding Account, your Payment may not be processed. Your Payment may not be processed after a debit card's expiration date, if it is not updated by you prior to such date, unless we are able to obtain

updated information from your card issuer. You authorize us to receive such updated debit card information where available.

In the event your Payment is not processed for any reason, including the failure to obtain an authorization from your card issuer or financial institution, or you have not provided us with the correct information, your liability shall remain outstanding and unpaid and you will be subject to all applicable penalties, late fees and interest charges assessed thereon, all of which obligations remain your sole responsibility.

Any fees associated with your Funding Account, including without limitation any assessed by your financial institution or card issuer, will continue to apply. You are also responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider in connection with your utilization of the Service.

### **Overpayment Adjustment**

You agree that you shall not make a Payment in excess of the Amount Due plus any fee charged to process payments using the Service pursuant to this Agreement. You agree that you shall not make a Payment in excess of the outstanding loan balance on your Consumer Loan Account. You acknowledge that we may return or refuse to process any overpayment or we may adjust the Payment amount at the time of payment processing as to avoid overpayments.

### **Cut-Off Time**

The Cut-Off Time is 7:00 PM Eastern Time.

The Cut-Off Time is determined by the time displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your device. For this reason, we suggest that you send a Payment Instruction to us sufficiently in advance of any Cut-Off Time to eliminate the possibility of missing the cutoff.

### **Payment Cancellation Requests**

You may not edit a Payment once it has been submitted to us. You may be permitted to cancel a Payment until such time as the processing of the Payment Instruction has begun. If permitted, there is no charge for canceling a Payment prior to the processing of the Payment Instruction.

### **Returned and Rejected Payments**

In using the Service, you understand that payments may be returned or rejected for various reasons, such as, but not limited to, Payment amount is higher than any transaction amount limit we impose or your Consumer Loan Account is paid in full. You may receive notification regarding any such returned payments. You may be assessed fees by us or your financial institution as the result of any returns or insufficient funds related to your Funding Account or charges refused by a card network.

### **Consent to Contact You**

By providing us with a telephone number (including a mobile telephone number) and/or email address, you consent to receiving calls and/or text messages at that number, and/or emails from us for our everyday business purposes (including identity verification). You authorize us to send or provide by electronic communication any notice, communication, amendment or replacement to the Agreement, payment receipt, or disclosure required to be provided orally or in writing to you. You agree to receive any electronic communication provided to you and will not attempt to avoid receiving any such communication. You are deemed to have received any electronic communication provided to you when they are made available to you.

#### **Consent to Contact You via Mobile Phone**

**You agree that we or our authorized agent may contact you for any purpose concerning the Service or your accounts with us, including but not limited to validating or processing a transaction that you've requested through the Service, account servicing and collection purposes. By providing us with a telephone number (including a mobile number), you consent to receiving autodialed and prerecorded message calls and text messages at that number for Service-related purposes. Your consent applies to any mobile device or mobile phone that you use to access the Service and any telephone number you have provided to us or we have obtained. You understand and agree that your consent authorizes us or our authorized agent to contact you using autodialed or prerecorded calls and text messages.**

#### **Your Receipt of Notices**

You agree that we may provide notices to you by posting them on the Site, displaying them within the Service, emailing them to an email address that you have provided, sending them via text message to any mobile number that you have provided, or by mailing them to any postal address that you have provided. For example, users of the Service may receive certain notices (such as notice of payments and alerts for validation and receipt of transfers of funds) as text messages on their mobile device. All notices by any of these methods shall be deemed received by you when they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. It is your sole responsibility to ensure that your contact information is accurate. We are not responsible for communications that are not received by you as a result of delivery failures (e.g., spam blockers, incorrect email address or physical address, or incorrect mobile phone number).

#### **Telecommunications Service Provider Charges or Fees**

Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges..

#### **Limitations of Service**

When using the Service, you may experience technical or other difficulties. We do not assume liability for any technical or other difficulties that you may incur. We reserve the right to change, suspend or revoke the Service immediately and at any time without prior notice to you. In the event the Service is

not available to you, you acknowledge that you can make a loan payment at a branch office location or by mail.

### **Electronic Fund Transfer Limitations on Certain Accounts**

Not all types of debit cards or accounts may be eligible to be used as a Funding Account. You may be subject to penalties, fees, or other charges by the financial institution at which your Funding Account is held. You may suffer negative tax consequences for certain transactions involving retirement, savings, trust, loan, custodial, business and other types of accounts. It is your responsibility to consult with the financial institution at which your Funding Account is held for any restrictions imposed by that financial institution regarding transfers to or from such account. We are not responsible for indirect, incidental, special or consequential costs, fees, losses, penalties, or other damages resulting from Payments that are not permitted under restrictions of other financial institutions or imposed by any applicable law.

### **Security**

We reserve the right to limit or suspend access to the Service as we deem necessary for security reasons.

For security reasons, we limit the dollar amount of payments you can make using the Service. We may change your payment limit at any time.

You agree to protect and keep confidential all access credentials for the Service; you agree not to give or make available your access or access credentials to the Service to any unauthorized individuals. You agree that it is your responsibility to initiate and maintain adequate procedures to prevent any unauthorized access to your personal computer or other devices used to access the Service and unauthorized use of your access credentials. The loss, theft, or unauthorized use of your access credentials could permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft. You agree you are responsible for all Payments you authorize using the Service or that are made using your access credentials. If you permit Authorized Users or other persons to use the Service, you are responsible for any transactions they authorize. If you believe that your access or access credentials to the Service has been lost, stolen, or otherwise compromised or that someone has transferred or attempted to transfer money without your permission, you must notify us at once. If you believe there have been any unauthorized transfers related to your Funding Account, you should notify us and your financial institution that holds your Funding Account at once. See the terms and conditions for your Funding Account for information related to any liability for unauthorized transactions.

**We will never contact you via phone or e-mail to request your access credentials. If you are contacted by anyone requesting this information, please contact us IMMEDIATELY by calling (888) 982-1400.**

We may at our option change the parameters for the access credentials used to access and use the Service without prior notice to you.

**Notify us IMMEDIATELY of Unauthorized Transfers**

Tell us AT ONCE if you believe your access credentials have been lost, stolen, otherwise compromised or used without your authorization. Quickly telephoning us is the best way of reducing your possible losses.

Call us at (888) 982-1400 or write to us at:

United Federal Credit Union  
PO Box 125  
St. Joseph, MI 49085

If we provide you with another electronic means of notifying us for this specific purpose, you may use that means. However, DO NOT use a general e-mail service or other electronic means that we have not specifically authorized for this purpose.

You should also notify the financial institution holding your Funding Account and refer to your applicable account agreement for terms and conditions regarding your liability for unauthorized transactions or other errors or questions relating to your Funding Account.

### **Information Authorization**

You agree that the information you provide to facilitate a Payment, including your Funding Account information, may go through a verification process. You further agree that we may obtain financial information regarding your Funding Account from your financial institution (for example, to resolve payment posting problems, set transaction limits or for verification purposes).

### **Funding Account Ownership**

You agree that you will only use a Funding Account that you own and is in your name or for which you are an authorized signer with the authority to view account information and effect transactions on such account.

We may verify that you own or are an authorized signer for a Funding Account, at our sole discretion. We may require additional verification of your ownership of or authority for any Funding Account by any reasonable method at any time, at our sole discretion.

### **Communications Link and Equipment**

It is your responsibility to obtain and maintain your online communications link to our Service and ensure that your use of such communications link is in compliance with applicable requirements, including any requirements of telecommunications companies and authorities.

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment necessary for you to access and use the Service ("Systems"). This responsibility includes, without limitation, your utilizing up to date web-browsers and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice, for any and all fees imposed by such Internet service provider and any associated communications service provider charges. You

acknowledge that there are security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks. You acknowledge that you are responsible for the data security of the Systems used to access the Service, and for the transmission and receipt of information using such Systems. You acknowledge that you are using the Service for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or the Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems.

### **Risk Of Loss**

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

### **Payment Disputes**

If you dispute a Payment made from a Funding Account, you acknowledge that such dispute (including, but not limited to, chargeback or fraud) must be taken up with your issuing debit card provider or financial institution. We are not responsible for any research or resolution of such payment disputes.

### **Records**

Our records kept in the regular course of business shall be presumed to accurately reflect the contents of your instructions to us and, in the absence of manifest error, will be binding and conclusive.

### **Attorney Fees**

If we become involved in legal action to defend or enforce this Agreement, you agree to pay our reasonable attorney fees and court costs, to the extent not prohibited by law.

### **Governing Law**

Use of this Service and the transmission and issuance of data related to this Service shall be made pursuant to the terms of this Agreement and, if applicable based on the method of payment used to make a Payment, the rules of the National Automated Clearing House Association ("Rules"); you and we agree to be bound by such Rules if applicable as in effect from time to time. In accordance with such Rules, any credit to your Consumer Loan Account shall be provisional until such credit has been finally settled by us or the financial institution at which the Funding Account is held, as the case may be. You acknowledge that you have received notice of this requirement and of the fact that if we do not receive

final settlement for a Payment for any reason, we shall charge back the amount of such transfer to the Consumer Loan Account or any other of your accounts or claim a refund from you.

Regardless of where you live, work, or otherwise access or utilize the Service, this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflicts of laws provisions. If any of the terms of this Agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

### **Exclusions of Warranties and Limitation of Liability**

In no event shall we or our services providers be responsible or liable for the timeliness, deletion, mis-delivery, or failure to store any user communications or personalized settings; any viruses which may affect your computer equipment or other property on account of your access to, use of, or downloading from the Site or Service; or any third party's inability or refusal to authorize a Payment or any other acts or omissions of third parties not controlled by us.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SITE OR SERVICE, AND OPERATION OF THE SITE OR SERVICE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE EXPRESSLY STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, TORT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF), ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE SERVICE, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM,

OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL, REGARDLESS OF WHETHER SUCH CLAIM ARISES IN TORT, CONTRACT, OR OTHERWISE.

SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

### **Indemnification**

You agree to indemnify and hold us harmless for all costs and fees arising out of your violation of this Agreement.

You agree to indemnify and hold harmless us and our affiliates, suppliers, service providers, licensors and contractors, and the officers, directors, owners, agents, employees and contractors of each of these, from and against any and all loss, damage, liability, claim, demand, fees, costs, and expenses (including without limitation interchange fees, merchant fees, and attorney's fees) in connection with, related to, and arising out of your breach of this Agreement and/or your access to or use of the Site or the Service.

### **Intellectual Property**

All marks and logos related to the Site and the Service are either trademarks or registered trademarks of United Federal Credit Union or its service providers, or their respective affiliates or licensors. You may not copy, modify, translate, decompile, reverse engineer, reproduce, adapt or disassemble the Site or the Service, both of which are the sole property of United Federal Credit Union's service provider or United Federal Credit Union's service provider's affiliates or their respective licensors. With the exception of your right to use the Site and Service in accordance with the terms hereof, which right may be revoked by us at any time, you are not granted any rights of any kind in the Site, Service, marks, or logos, and we hereby reserve all such rights. The content accessed through the Site is the property of the applicable content owner and may be protected by applicable copyright or other law. Any downloading of material contained on the Site, or on any site linked to the Site, may be a violation of trademark or copyright laws.

### **Amendment and Termination**

This Agreement, applicable fees and service charges may be changed or amended by us from time to time by posting a revised version on the Site or providing a revised version to you by other means. You may be required to affirmatively accept the revised Agreement in order to continue using the Service. Regardless of whether you are so required, any use of the Service after a notice of change or after the

posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. The revised version will be effective at the time it is posted or otherwise provided to you unless a delayed effective date is expressly stated in the revision. Further, we may, from time to time, revise or update the Service applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. You authorize us to send or provide by electronic communication any notice, communication, amendment or replacement to the Agreement, or disclosure required to be provided orally or in writing to you.

You are not permitted to alter or amend this Agreement or any related document without our express written consent which we may withhold in our sole discretion. Any attempt to do so will be void and unenforceable.

Your use of the Service may be terminated or suspended at any time for any reason or no reason. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

#### **Assignment**

You may not assign or transfer any rights or obligations you have under this Agreement to any other party without our prior written consent, which we may withhold in our sole discretion. We reserve the right to assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to affiliates, independent contractors, or other third parties.

#### **No Waiver**

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

#### **Captions**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

#### **Errors, Questions and Complaints**

If you have any questions about this Service, you may contact us at the phone number or postal address below:

United Federal Credit Union  
PO Box 125

Saint Joseph, MI 49085

Member Service Center (888) 982-1400

### **Entire Agreement**

You agree that this Agreement (including without limitation the Service-specific Privacy Policy set forth below) is the complete and exclusive statement of the agreement between you and us for this Service, and it supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to this Service.

### **Disclosure Access**

You may also access this and other agreements at <https://unitedfcu.com/policies-and-disclosures/>.

### **Signatures**

You agree to all of the provisions of this Agreement (to the extent applicable as provided in this Agreement) by any and all of the following means:

- Using the Service to perform any transactions described in this Agreement.
- Physically signing or electronically consenting to this Agreement.

Your electronic consent or use of our Service has the same effect as if you had signed this Agreement with your physical signature. Your physical signature, electronic consent, or use of the Service is also your acknowledgement that you have received a copy of this Agreement in paper or electronic form.

## **United QuickPay® Privacy Policy**

### **Introduction**

This section of the document provides the Privacy Policy for the Service. The Privacy Policy describes the types of "Personal Information" (information that is identifiable to a particular person) that is collected by BillMatrix Corporation (referred to as "we," "us," and "our" herein) as a service provider to United Federal Credit Union in connection with the Site and the Service as defined in the United QuickPay® Agreement above, and how that Personal Information is used, shared and protected. Some of this information is required by U.S. federal or other law.

### **Eligibility**

The eligibility requirements for the Site and the Service are set forth above in the Eligibility section of the main body of the Agreement. We do not knowingly collect any Personal Information from or about individuals under 18 years of age. Please do not submit such information to us, and as a parent or legal guardian, please do not allow your children to submit personal information without your permission. By using the Site and/or the Service, you represent that you agree to the terms of this Privacy Policy.

## **Cookies, Browser Information and Related Issues**

When you visit the Site, we may receive certain standard information that your browser sends to every website you visit, such as the originating IP address, browser type and language, access times and referring website addresses, and other such information. This data may be used, among other uses, to improve the operation of the Site and to improve the security of the Site and Service by assisting in "authenticating" who you are when you access the Site or Service.

We may also receive additional information about your visit to the Site, including the pages you view, the links you click and other actions you take in connection with the Site and the Services. This data may be used, among other uses, to improve the operation of the Site and the Service.

Like most websites, the Site also uses "cookies," which are small data files placed on your computer or other device by the web server when you visit the Site. Such cookies are "session" cookies that are only used for a specific period during which you are on the Site (such as when you are going through the authentication process). The Site does not use "persistent" cookies (that stay on your computer after you have logged off the Site). Cookies cannot and will not be used to deliver or run programs on your computer. Most web browsers automatically accept cookies, but you can modify your browser settings to decline cookies if you prefer. However, if you choose to decline cookies, you may not be able to sign in or use other interactive features of the Site that depend on cookies.

With respect to personally identifiable information about an individual consumer's online activities over time and across different Web sites or online services when a consumer uses this Site, except as required by law: (1) parties other than the operator of this Site are not permitted to collect such information, and (2) the operator of this Site does not collect such information (except any such information that is reasonably necessary to process and document user transactions, such as payment history). Therefore, this Site has no need to respond and does not respond to Web browser "do not track" signals or other mechanisms that provide consumers the ability to exercise choice regarding the collection of such information.

## **What Types Of Personal Information We May Collect**

In addition to the types of information described in the "Cookies" section of this Policy, we may also collect Personal Information about you. This information may include:

- Date of birth, name, postal address, e-mail address, telephone number, and other information that we can use to contact you, verify your identity, and manage risks, such as information maintained about you by identity verification services and consumer reporting agencies, including credit bureaus;
- Bank account information for accounts that you designate for sending payments, fees, debits and credits for the Service, including any required routing information, account numbers, account balances and transaction history;

-Billing account information, including billing account numbers which may be used to verify that only authorized users access the Services;

-Payment and other transaction information, and history for payments through the Service; and

-Any Personal Information that you may enter on the Site.

### **How We May Collect Personal Information About You**

We may collect Personal Information about you from the following sources:

Your use of the Site and the Service (such as when you send a payment), and your interactions with customer care, including information you enter or speak, and information transmitted by your computer, cell phones and other devices you use to connect to or use the Site or Service; and

We also collect Personal Information about you from others, such as United Federal Credit Union, credit bureaus, Affiliates, or other companies (such as identity verification services, consumer reporting agencies, and companies that provide content, such as electronic bills, to the Site, or that use the Service).

### **How We May Share Personal Information About You**

We share Personal Information about you only as permitted by law. For Personal Information that is nonpublic and that we collect in connection with a financial service, U.S. federal law permits us to share such information only for the purposes shown below:

#### **Reasons we can share your Personal Information:**

For our everyday business purposes - such as to enable us and United Federal Credit Union to process your transactions, maintain your accounts, respond to court orders and legal investigations, and report to credit bureaus;

Do we share? Yes

Can you limit this sharing? No

For our marketing purposes - to offer our products and services to you;

Do we share? Yes

Can you limit this sharing? No

For Joint Marketing with other financial companies;

Do we share? No

Can you limit this sharing? No

For our Affiliates' everyday business purposes (information about your transactions and experiences);

Do we share? Yes

Can you limit this sharing? No

### **How We May Use Personal Information About You**

We use Personal Information about you only as permitted by law, including but not limited to:

Other everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you access the Site or Service, to send you information about the Service, to effect, administer and enforce transactions, to perform (and to enable United Federal Credit Union to perform) anti-money laundering and fraud monitoring and screening, to prevent and investigate actual or potential fraud and unauthorized transactions, to verify your identity, to determine your credit history, to verify the information contained in your account, to perform collections, to report to credit bureaus (including furnishing delinquent account information), to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to prevent and defend claims, to resolve disputes, to troubleshoot problems, to enforce our terms and conditions for Service, to protect our rights and property, and to customize, measure, and improve the Services and the content and layout of the Site including pattern recognition, modeling, enhancement and improvement, system analysis, and Service performance analysis.

### **Other Important Information**

Vermont: Under Vermont law, we will not share information we collect about Vermont residents with companies outside of our Affiliates, unless the law allows. We will not share information about your creditworthiness with our Affiliates except with your consent, but we may share information about our transactions or experiences with you with our Affiliates without your consent.

California: Under California law, we will not share information we collect about you with Non-Affiliates, unless the law allows. For example, we may share information with your consent, to service your accounts, or to provide rewards or benefits you are entitled to. We will limit sharing among our Affiliates to the extent required by California law.

### **Definitions**

Affiliates: Companies related by common ownership or control.

Non-Affiliates: Companies not related by common ownership or control. They can be financial or nonfinancial companies.

Joint Marketing: A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

### **How We Protect Personal Information About You**

To protect Personal Information about you from unauthorized access and use, we maintain physical, electronic, and procedural safeguards, including but not limited to security measures that comply with applicable federal and state laws. We also require our service providers and business partners to whom we disclose the information to do the same.

### **Protection for Former Customers**

When you are no longer our customer or using the Site or Service, we continue to protect, use and share Personal Information about you as described in this notice and as required by law, including but not limited to for risk management, regulatory compliance, and audit purposes.

### **Amendments**

We may amend this policy at any time by posting a revised version on the Site. The revised version will be effective immediately at the time it is posted unless a delayed effective date is expressly stated therein. You may (in our discretion) also be provided with an email notification of such amendments. You may (in our discretion) be required to affirmatively acknowledge or accept the revised Privacy Policy in order to continue using the Site or Service. Any use of the Service after a notice of change (whether by Site posting, email, or express acknowledgment or acceptance) will constitute your express agreement to such changes.

### **Contacting Us**

If you have any questions about this Privacy Policy, you may contact us at the postal address or email address below:

In writing:

BillMatrix Corporation  
ATTN: Privacy Management  
2900 Westside Parkway  
Alpharetta, GA 30004  
E-mail:privacy@customercenter.net