Rocky Mountain Credit Union
Bill Pay Service Agreement and Disclosure

This Agreement governs the use of Rocky Mountain Credit Union's Bill Pay Service, (referred to as the "Service") provided by Rocky Mountain Credit Union (RMCU). By using the Service to conduct transactions, you agree to the terms of this Agreement.

Enrolling in Bill Pay Service
After you have reviewed this agreement, you can enroll in the Bill Pay Service by clicking on the "Accept" button. Please retain a copy of this Agreement for your records, either by printing a copy or saving a copy on your computer's hard drive. Your clicking on the Accept button constitutes your consent to the terms of this agreement and your acknowledgement that you have been able to retain a copy of this Agreement in paper or electronic form.

Definitions
The term "Payee" means the vendor, biller, person or entity to whom you wish a bill payment to be directed; "Payment Instructions" means the information provided by you to the Service for a bill payment to be made to your Payee (e.g., Payee name, account number, payment amount, payment date, etc.); "Payment Account" means your Checking Account and, in the instance of nonsufficient funds and/or an overdrawn account, any applicable share account or available balance on line of credit accounts (e.g., line of credit overdraft accounts) at RMCU, from which all bill payments may be made and/or such funds collected; "Business Day" means Monday through Friday, excluding Federal holidays; "Payment Date" means the Business Day of your choice upon which your bill payment will be made and your payment account will be debited; and "Cutoff Time" means 1:00 p.m. Mountain Standard Time on any Business Day, and is the time by which you must transmit instructions to have them considered entered on that particular Business Day.

Required Equipment
In order to use the Service, you need a computer (in this Agreement, your computer and the related equipment are referred to together as your "Computer") with a compatible web browser, and member username/ number/ID, and password.

You are responsible for the installation, maintenance, and operation of your computer, browser and the software. RMCU is not responsible for any errors or failures from any malfunction of your computer, the browser or the software. RMCU is also not responsible for any computer virus or related problems that may be associated with the use of an online system.

Address Changes
You agree to promptly notify RMCU in writing of any address change including your email address. Changing your address on the Service does not automatically update your address of record at RMCU. Similarly, updating your address at the credit union does not automatically update the address on the service.

A. Bill Pay Service
Bill Pay Services is our electronic bill payment service. You authorize us to utilize third parties to provide the Bill Pay Services to you on our behalf. Payment of taxes or court directed payments via the Bill Pay Services is prohibited. If the designated checking account does not have sufficient funds available to complete the payment, the payment may be refused. We reserve the right to refuse enrollment in the

Bill Pay Service to any member who does not meet the Bill Pay Service criteria which has been established by RMCU**.** Included in these criteria is a requirement that subscribers to this service must live within the United States, its possessions and territories.

By providing the Bill Pay Service with the names and account information of those entities and/or persons to whom you wish to direct payment, you authorize the Service to follow the Payment Instructions that it receives from you or your authorized user through the Bill Pay Service. When the Service receives a payment instruction, you authorize it to debit your checking account and remit funds on your behalf so that the funds arrive as close to the Business Day designated by you as soon as reasonably possible. You authorize us, and any third party acting on our behalf, to choose the most effective method to process your payment, including, without limitation, electronic, paper, or some other draft means.

When using Bill Pay Services, the payment date, indicated by you, must always be a business day. If you attempt to make a payment on a non-business day, the scheduled payment will be deemed to be the first business day following the date of your attempt.

Right to Stop Payment and Procedure for Doing So
Stop payment requests should be submitted to our bill pay vendor (iPay) directly using the online/mobile banking platform or you may contact Bill Pay Support directly at 855-658-8626. This phone number is also located on the bottom of the Bill Pay page. iPay may not have a reasonable opportunity to act on a stop payment or cancellation order given after a payment request is submitted, and it is not possible to stop or cancel a payment which is "Completed." Although every effort is made to accommodate your request, we will have no liability for failing to do so. The charge for each stop payment order will be the then current charge for such service as disclosed in our Rate & Fee Schedule.

Liability for Failure to Complete a Transfer on Time or In the Correct Amount & Limitations
The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability if it is unable to complete any payments initiated by you through the Service because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your payment account does not contain sufficient funds to complete the payment or transfer, or the transfer would exceed the credit limit of your established line of credit account, if applicable. RMCU may, at its option, pay a scheduled bill payment which exceeds the balance in the checking account by transferring the amount of the resulting overdraft from your available line of credit or the share savings account, indicated on the Membership Application and Agreement. Any transfer made from a share savings account to cover checking overdrafts will be assessed an Excessive Withdrawal fee for each transaction in excess of six (6) per month and charged at the end of each month. You should refer to the Account Agreement for legal restrictions and the Schedule of Fees and Charges for applicable fees;
2. The bill payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. The Payee mishandles or delays a payment sent by the Service;
4. You have not provided the Service with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment;
5. Circumstances beyond the Service's control (such as, but not limited to, fire, flood, or interference from an outside force) that prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing five (5) exceptions to the Service's performance obligations are applicable, if the Service causes an incorrect amount of funds to be removed from your payment account or causes funds from your payment account to be directed to a person or entity which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your payment account and for directing to the proper recipient any previously misdirected payments or transfers. Payment will be made to your Payee either electronically via the Automated Clearing House (ACH) or by check. The method of payment depends upon the processing method that can be accommodated by the Payee or processor (e.g., some Payees are unable to accept electronic payments).

All bill payments debited from your checking account will appear on your monthly statement of Account.

Payee Limitation
The Bill Pay Service reserves the right to refuse to pay any person or entity to which you may direct a payment. The credit union is obligated to notify you promptly if the service decides to refuse to pay a person or entity designated by you. This notification is not required if you attempt to pay tax or court-related payments or payments outside the United States and its possessions/territories (American Samoa, Guam, Marshall Islands, Micronesia, N. Mariana Islands, Palau, Puerto Rico and the Virgin Islands), which are prohibited under this agreement

Prohibited Payments
The following payment types are prohibited through the Service:
1. Tax Payments
2. Court Ordered Payments (such as alimony)
3. Payments to Payees outside of the United States or its possessions/territories

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND OR THE SERVICE.

EXCLUSIONS OF WARRANTIES
THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

In the Event a Service Transaction Is Returned and/or Overdraws Your Checking Account
In using the service, you are requesting the system to make payments for you from your checking account. If we are unable to complete the transaction for any reason associated with your checking account (for example, there are not sufficient funds in your checking account to cover the transaction), the transaction may not be completed. In some instances you will receive a return notice by secure electronic message via the Online Banking service. In these cases, you agree that a non-sufficient funds (NSF) fee will be charged in accordance with RMCU’s established and published fees. Further, you also agree that a NSF fee may be charged to your account even if the payment is not returned but is paid and overdraws your payment account.

By enrolling for and using Online and Mobile Banking and the Bill Pay service you agree that RMCU has the right to transfer funds from your available balance on your line of credit account as well as from all of your share accounts to recover funds for all payments that have been requested to be paid by you and your authorized user: this includes accounts on which you are the primary member-owner, as well as accounts on which you are the joint owner.

PIN/Password and Security
To access the Bill Pay service a user ID and password is required. You agree not to give or make available your ID and/or password to unauthorized individuals. You are responsible for all transfers, and payments you make using the Service. If you permit other persons to use the Service or your RMCU Account Number, PIN, or password (even though you have agreed not to disclose this information); you are responsible for all transactions. If you believe that your RMCU Account Number, PIN, or password has been lost, stolen or compromised, or that someone may attempt to use the Service without your consent or has transferred money from your account by accessing your account without your permission, you must notify RMCU at once by calling us during business hours at one of the telephone numbers listed, or writing us at one of the addresses listed in this disclosure.

Rocky Mountain Credit Union   1 800 624-2341

You also agree that RMCU may revoke your Bill Payment Service, if unauthorized account access and/or transactions occur as the apparent result of negligence in the safeguarding of the Account Number and PIN(s) belonging to you. Further, you agree that, if RMCU is notified that you have included the credit union in the filing of a petition of bankruptcy, RMCU may revoke or refuse to grant you access to your account via Online and Mobile Banking Access and/or Bill Payment service.

Liability for Unauthorized Transfer
If you inform RMCU within two (2) Business Days after you learn of unauthorized access to your account(s) and/or that your RMCU Online and Mobile Banking user name, account number and password has been lost, stolen or compromised, you can lose no more than $50.00. If you fail to notify RMCU within (2) Business Days after you learn of unauthorized access to your account(s) and/or that your RMCU Online and Mobile Banking user name, account number and password has been lost, stolen or compromised, and we prove that we could have prevented the unauthorized access to your account(s), or use of your RMCU Online and Mobile Banking user name, account number and password had you notified us, you could lose as much as $500.00. If your monthly statement or online account details reflect any transfers or payments that you did not make, tell us at once. If you do not tell us within sixty (60) days after the first statement which reflected an unauthorized transfer(s) or payment(s) was made, you may not get back any money you lost after the 60 days.

Errors and Questions
In case of errors and questions about your electronic transfers or payments you should telephone or write us at the telephone number and address listed in this disclosure.

If you think that your statement is wrong or you need more information about a bill payment listed on the statement, we must hear from you no later than (60) days after you received the FIRST statement on which the problem or error appeared. You must:

1. Tell us your name and account number.

2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information, and
3. Tell us the dollar amount of the suspected error.

If you tell us orally, in person or by telephone, we will require that you send us your complaint or question in writing within ten (10) Business Days after providing verbal notification.

We will notify you with 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 provide provisional credit to your account within ten (10) Business Days for the amount you think is in error; so that you may have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not re-credit your account.

If we determine there was no error, we will notify you in writing within three (3) Business Days after we finish the investigation. We may revoke any provisional credit provided to you if we find that an error did not occur. You may ask for copies of documents which we used in our investigation.

Data Recording
When you access the Service(s) to conduct transactions, the information you enter may be recorded. By using the Service(s), you consent to such recording.

No Signature Required
When using the Service(s) to conduct transactions, you agree that the Credit Union may debit your account to complete the transactions, or honor debits you have not signed.

Disclosure of Account Information to Third Parties
It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transfers you make ONLY in the following situations:

1. If we return transfers or payments made from your account which are drawn on insufficient funds or if we are unable to complete an electronic transfer or payment because of insufficient funds, or
2. Where it is necessary for completing transfers, or
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant, or
4. To a consumer reporting agency for quality assurance.
5. In order to comply with a governmental agency or court orders, or
6. If you give us your written permission.

Charges or Fees
As a participant in the Service you will not be charged a monthly fee. Please note: Your RMCU loan accounts may not be paid by using the Bill Pay Service, but instead may be paid by using the transfer/payment option on RMCU’s Online and Mobile Banking service or by an automatic transfer

from your RMCU Checking account at no charge. Additionally, charges for other transactions and optional services (e.g., Excessive Withdrawals, Non-Sufficient Funds or Stop Payment Fees) are specified in RMCU's Rate & Fee Schedule which can be found on RMCU's web site.

You agree to pay such fees and charges, and authorize the RMCU to charge your designated payment account for these amounts and any additional charges that may be incurred by you. Any fees associated with your savings or loan accounts will continue to apply. You are responsible for any and all telephone access fees or Internet service fees that may be assessed by your telephone utility and/or Internet Service Provider.

Information Authorization
Through your enrollment in the Service, you agree that RMCU (or its third-party bill pay service provider) reserves the right to request a credit agency report and/or a review of your credit rating at its own expense through an authorized credit agency/bureau. In addition, you agree that the Service(s) reserves the right to obtain financial information regarding your account from a merchant or financial institution to resolve payment-posting problems.

Alterations and Amendments
The terms of this Agreement, applicable fees, and service charges may be altered or amended by RMCU from time to time. In such event, RMCU shall send notice to you either at your address as it appears on the Credit Union's records or by online notice through Online and Mobile Banking. Any continuation of Online and Mobile Banking after RMCU sends you a notice of change will constitute your agreement to such change(s). Further, RMCU may, from time to time, revise or update the program, services, and/or related material(s) rendering such prior versions obsolete. Consequently, RMCU reserves the right to terminate this Agreement as to all such prior versions of the Credit Union's programs, services, and/or related material(s) and limit access to the Credit Union's more recent versions and updates.

Termination or Discontinuation
In the event you wish to discontinue the Bill Pay Service, you must contact RMCU within 10 days prior to the actual service discontinuation date. You must request the service is continuation by written correspondence sent via the mail or in person. Written notice must be signed and sent to:

Rocky Mountain Credit Union
3400 N Montana Ave
Helena, MT 59602

RMCU may terminate service to any individual at any time with cause, but without advance notice. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

Disputes
In the event of a dispute regarding the Service, you and RMCU agree to resolve the dispute by looking to this Agreement and RMCU's Account Agreement.

Assignment
You may not assign this Agreement to any other party. RMCU may assign this Agreement to any present or future, directly or indirectly, affiliated company. RMCU may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

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.

Governing Law
This Agreement shall be governed by and construed in accordance with the laws of the State of Montana, United States of America, without regard to its conflicts of law provisions.

Attorney's Fees
You agree to pay us all of our actual collection expenses, attorney's fees and court costs incurred by us in the collection of any amount you owe us under this agreement.

Federal Disclosure
You agree to accept this disclosure online rather than a paper disclosure. We recommend you print the entire Agreement and Disclosure for your records. If you are unable to print this, please request a paper disclosure to be mailed to you.