

**Welcome to Online Bill Payment
ONLINE BILL PAYMENT & PRESENTMENT**

DISCLOSURE AND AGREEMENT

In this disclosure and Agreement, the words "I", "me", and "my" mean each and all of those who apply for and/or use Sunmark Federal Credit Union's ("Sunmark") Online Banking and Bill Payment & Presentment Service ("Service") as described in this Disclosure and Agreement. My acceptance, retention, or use of Sunmark's Service constitutes an agreement between Sunmark and me as described below.

This Online Bill Payment Disclosure and Agreement is given to me in compliance with the Electronic Funds Transfer Act (15 U.S.C. Section 1693, et seq.) and Regulation E to inform me of certain terms and conditions of the electronic funds transfer services I have requested. This disclosure is made part of Sunmark Electronic Funds Transfers & Consumer Funds Transfer Agreements.

I acknowledge electronic receipt of the Disclosure and Agreement ("Agreement") associated with Sunmark's Service offered by Sunmark and agree that I have read and will abide by this Agreement. I also agree that Sunmark does not need to provide me with an additional, paper (non-electronic) copy of this Agreement unless specifically requested. Further, I understand that by using my browser's print command and a printer, I can print a copy of this agreement.

Enrollment Request for the Service. Sunmark reserves the right to refuse enrollment in the Service to any member who does not meet the criteria which has been established by Sunmark and/or Sunmark's third party provider, Metavante.

Definitions. As used in this Agreement, the term "Payee" means the vendor, biller, person or entity which I wish a bill payment to be directed to; "Payment Instructions" means the information provided by me to the Service for a bill payment to be made to my Payee (e.g., Payee name, account number, payment amount, payment date, user name and password, if applicable, etc.); "Payment Account" means my Primary Checking Account and, in the instance of non-sufficient funds and/or an overdrawn account, any applicable share account or available balance or line of credit accounts at Sunmark, from which all bill payments may be and/or such funds collected; "Business Day" means Monday through Friday; "Scheduled Payment Date" means the business day of my choice upon which my bill payment will be made and my Payment Account will be debited; and "Cutoff Time" means 5:00 p.m. Eastern Time on any business day, and is the time by which you must transmit instructions to have them considered entered on that particular day.

By providing the Service with the names and account information of those entities and/or persons to whom I wish to direct payment, I authorize the service to follow the payment instructions that are received from me through the service. When the service receives a payment instruction, I authorize it to debit my Payment Account and remit funds on my behalf so that the funds arrive as close to the Business Day designated by me as reasonably possible.

E-Bills. E-Bills are a feature of the Service which allow me to receive bills electronically from participating Payees. Participating Payees establish their own criteria for reviewing requests to receive e-Bills and have sole discretion to accept or decline my request. Sunmark cannot and does not participate in the decision. Participating Payees may take up to five (5) business days to approve my request to enroll in e-bills.

Accessing E-bills from a Third Party. In some cases, the Service will obtain e-Bills and information I authorized from the Web site of the Payee(s) I designate. To do so, I must provide the Service with the necessary information needed for this purpose, such as any username and/or required password. By doing so, I authorize Sunmark to retrieve the account information on my behalf and appoint Sunmark as agent for this limited purpose.

Delivery of e-Bills. Sunmark takes no responsibility if a Payee does not provide the necessary data to forward an e-Bill in a timely manner. If I do not receive an e-Bill, it is my responsibility to contact the Payee directly. Sunmark is not responsible for any late charges or other adverse consequences. I must direct any questions I may have concerning the information contained within my e-Bills to my Payee directly. If I choose, I may set up an e-mail notification to alert me when my e-Bills are delivered to the Service.

Payments and Transfers from my Sunmark accounts may be processed in four different ways:

"Today" (For all Payee Types): If I designate a bill payment as a "Today" transaction, the processing date will be the same day if designated before 5:00 p.m. Eastern Time. Sufficient available funds must be available at the time I request the transaction. "Today" payments may be changed or canceled at any time before the "Cutoff Time" of 5:00 p.m. Eastern Time on the processing date of the transaction.

"Future" (For all Payee Types): If I designate a payment as "Future" transaction, I may request that the transaction be made on a future date that I may designate up to 365 days in advance. The processing date will be the effective date I entered, or the next business day should the effective date fall on a weekend or holiday. Sufficient available funds must be available at the time I request the transaction. "Future" payments may be changed or canceled at any time before the "Cutoff Time" of 5:00 p.m. Eastern Time on the processing date of the transaction.

"Recurring" (For all Payee Types): If I designate a payment as a "Recurring" transaction, I may request that the transaction be made in the same amount to the same merchant or account on a specified regular or periodic basis (i.e. weekly, bi-weekly, monthly, etc.). I will designate a "start" and "end" date. The processing date will be the effective date I entered, or the next business day should the effective date fall on a weekend or holiday. Sufficient available funds must be available at the time I request the transaction. "Recurring" payments may be changed or canceled at any time before the "Cutoff Time" of 5:00 p.m. Eastern Time on the processing date of the transaction.

"Automatic" (Payees with e-Bills Only): If I establish automatic payment rules to pay my Payee(s), I authorize you to make payments to that specific Payee(s) automatically based on the rules I create without requiring my approval each time. If an e-Bill is presented for payment that does not meet the criteria of the rules I created, the Payments(s) will not be made automatically. "Automatic" payments may be changed or canceled at any time before the "Cutoff Time" of 5:00 p.m. Eastern Time on the processing date of the transaction.

I also authorize Sunmark, and any third-party acting on Sunmark's behalf, to choose the most effective method to process my payments. I will receive a transaction confirmation number for each properly instructed payment. Unless I receive a confirmation number, Sunmark shall not be liable for any failure to make a payment.

Any Payment Instruction I make to a Payee through the Service must be payable in U.S. Dollars and the delivery address must also be in the United States or its possessions/territories. Each Payee must appear on the payee list and my address must also be located in the United States or its possessions/territories.

I must allow sufficient time for the payee to receive and process the payment before the payment due date. If I do not allow sufficient time, I will assume full responsibility for all late fees, finance charges, or other actions taken by the payee.

IMPORTANT: This service may not be used for accounts where two signatures are required. In addition, the service may not be used to pay tax payments or court ordered payments.

Payments may take up to 10 days to reach the vendor (payee) if indicated they will be paid by check. If the vendor has designated that they will accept electronic payments (the system will indicate how the

vendor will accept payment), the payment can take up to 4 days to reach the vendor. Sunmark is not liable for any service or late charges levied against me.

Sunmark is responsible only for exercising ordinary care in making payments upon my authorization and for mailing or sending a payment to the designated merchant. Sunmark is not liable in any way for damages I incur if I do not have sufficient available funds in the primary checking account to make the payment on the Scheduled Payment Date, or due to delays in mail delivery, changes of merchant address or account number, the failure of any merchant to account correctly for or credit the payment in a timely manner, or for any other circumstances beyond the control of Sunmark.

Stopping E-Bills. All parties have the right to cancel the Service at any time. You will notify me if Sunmark discontinues/stops e-Bills.

Stopping Bill Payments. Stop payment requests can only be placed on check processed payments. There is a stop payment fee, which is set forth in Sunmark's **Fee Schedule**. In order to request a stop payment on a check payment, I must contact Metavante, Sunmark's third party bill pay and presentment service provider, at 1-800-823-7555. Stop Payments **cannot** be placed on any electronically processed payment transactions.

I may use the service to pay bills directly from the primary checking account in the amounts and on the days I request, up to \$9,999.99 per transaction, or up to the available balance, whichever is less.

With the exception of the specific transactions described herein, there are no limits on the number or frequency of transactions I may initiate through the service, provided there are available funds in my account. Sunmark reserves the right to limit the frequency and dollar amount of transactions at any time for security and/or contractual reasons.

To take advantage of this service, I must keep Sunmark aware of any changes in home or business phone numbers as well as E-Mail address(s). A written notice will be sent when transactions are not able to be processed because of insufficient available funds. In all cases, I am responsible for either making alternate arrangements for the payment, or rescheduling the payment through Online Bill Payment. Insufficient available funds will prevent me from making more payments until resolved. Once the issue has been resolved and payment for the insufficient funds item has been collected, it will take 5 to 7 days for my bill payment account to become unblocked. Any payments that I have scheduled during the period that the account is blocked will not be made. I am aware that I will need to make alternative payment arrangements for any bills that were not paid as a result of the bill payment account being blocked. In addition, Sunmark may charge a fee, in accordance with Sunmark's **Fee Schedule**, for having insufficient funds or for any manual processing required to effect any payment authorized by me/us.

Sunmark or its third party provider reserves the right to refuse to make any payments, but I will be notified of any such refusal within three (3) business days following receipt of my process date.

Sunmark may charge a monthly service fee for use of Online Bill Payment. The amount of the fee is set forth in Sunmark's **Fee Schedule**. Any applicable Bill Payment fees will automatically be deducted from the primary checking account at the end of every month. If Bill Payment fees apply, Sunmark will continue to charge the primary checking account monthly until the service is discontinued. The fee is not refundable. If sufficient available funds are not in the primary checking account on the date the fee or charge is payable, I authorize Sunmark to automatically deduct the payment from the primary checking account as soon as funds are available.

If I sign up for Online Bill Payment, but do not use it to pay at least one bill within a 120 day period, Sunmark will cancel my service, which will result in the loss of any information that I have in the Online Bill Payment system (such as payee and account information).

If I wish to discontinue using Sunmark's Online Bill Payment services, I agree I will be responsible for all payment instructions made prior to termination and for all other applicable charges and fees. I will cancel all outstanding payment orders before notifying Sunmark of my intent to terminate this service.

By clicking "Accept," I agree to the above stated terms, and to the terms of the **Electronic Funds Transfers and Consumer Funds Transfer Disclosure** which was provided when I opened my primary checking account.