

## BILL PAYMENT SERVICE AGREEMENT

This Bill Payment Service Agreement (“Agreement”) is incorporated into and becomes a part of your Universal Account Agreement and Disclosures (“UAA”). The terms and conditions in this Agreement govern and control to the extent that there is any conflict with the terms and conditions set forth in the UAA.

By completing the Bill Pay enrollment to subscribe to the Bill Payment Service offered by GROW FINANCIAL FEDERAL CREDIT UNION (“Grow”) as described in this Agreement and as otherwise made available by Grow from time to time (collectively, “Bill Pay”), you agree to the terms and conditions of this Agreement. Each reference in this Agreement to “we”, “us”, or “our” refers to Grow and each reference to “you” and “your” refer to the primary account owner. Each time you use Bill Pay it constitutes your confirmation of agreement to and understanding of the terms of this Agreement and any screens that appear on your computer when you sign on to Bill Pay.

Bill Pay is an electronic payment service. You may use a personal computer to access the Bill Pay service through Grow’s Online Banking site or through Grow’s Mobile Banking application.

Bill Pay allows you to schedule bill payments electronically. Subject to any regulatory or Grow imposed limitations on usage, you can arrange for the payment of your bills from a Grow checking account. Access to Bill Pay is made available pursuant to a license agreement by and between Grow and our vendor (the “Service Provider”). Any interruption of service or access caused by our Service Provider will prevent your use of the service. To use the services, you will need to enter your Grow Online Banking User ID and password (together, the “Access Device”) and otherwise satisfy the system’s security procedures.

If you forget your Online Banking ID or password, or if your password has been disabled, you must contact us at (800) 839-6328 to have your Online Banking ID and/or a temporary password issued to you.

**Designation of Account(s).** In order to use Bill Pay, you understand that you must have a checking account with Grow. That checking account, will be treated as the designated checking account for all transactions accomplished through Bill Pay (“Bill Pay Account”). Bill payments may only be processed using your Bill Pay Account.

**Equipment and Technical Requirements.** You understand that your access to and use of Bill Pay requires your use of the necessary equipment, services and software. As browsers are updated over time, older versions may not function effectively for Bill Pay. It is your responsibility to upgrade your browser, when it becomes apparent it is needed, to ensure that you can access Bill Pay.

**Transaction Modes.** Bill payments can be entered on the single payment, multiple payments or recurring payments screens. Using any of these screens, you must enter a payment date or a start and end date, depending on the type of payment, for your bill payment. Bill payments are scheduled by you to be debited from your Bill Pay Account based on the date(s) you enter on one of the bill payment screens.

If you designate a payment with a payment date of today's date, sufficient funds must be available on the day and at the time you request the payment. Bill payments with today's date as the bill payment date may be canceled or changed before the Bill Pay processing time of 8:00 AM. At this time changes are not permitted as funds are immediately deducted from your Bill Pay Account.

Bill payments can also be scheduled with a bill payment date in the future, up to 18 months in advance of the bill payment date. The bill payment date will be the date you entered, or the next business day should the bill payment date fall on a weekend or a credit union holiday. Sufficient funds must be available by 8:00 AM on the processing date, but will be deducted from your Bill Pay Account on the bill payment date entered by you. These transactions may be canceled or changed up to 8:00 AM on the bill payment date.

If you designate a bill payment as a **"Recurring"** transaction, you may request, and Grow will use, a start date that reoccurs on a specified regular basis (i.e., weekly, bi-weekly, monthly, etc). You will designate a "start" and "end" date. Sufficient funds must be available by 8:00 AM of the Start Date and will be deducted from your Bill Pay Account on the start date. **"Recurring"** transactions may be canceled or changed up until 8:00 AM of the bill payment date.

**Transaction Processing.** Bill Pay payments are processed twice a day, at 8:00 AM and 3:00 PM. All Bill Pay payments scheduled for that date before 8:00 AM will be processed at 8:00 AM. Payments schedule for that date after 8:00 AM and before 3:00 PM will be processed at 3:00 PM. Funds will be taken out of your Bill Pay Account on the bill payment date entered by you. In many cases, your bill payments are electronically delivered to the payee within 2 business days of the bill payment date. However, some payees are not set up to accept electronic payment. In these cases, a check will be sent, which may take 7 business days to process and deliver to the payee. Bill Pay provides an indication of how many business days to allow for each payee you designate. This indication is, however, only an estimate and actual receipt of payment may be longer.

You must allow sufficient time (2 or 7 business days, as indicated) for Bill Pay to receive your request and process the bill payments so that the funds can be delivered to the payee before the payment due date, or for mortgage payments, on or before the due date (the due date shown on your invoice or provided in your agreement with the payee, not taking into account any grace period provided by the payee). If you do not allow sufficient time, you will assume full responsibility for all late fees, finance charges, or other actions taken by the payee. If you schedule the payment within designated timeframes and provides accurate payee address and posting information and it is determined that a payment is delayed due to an error of the Service Provider, the Service Provider will reimburse you for late fees up to an amount of \$50.

Grow is responsible only for exercising ordinary care in making payments upon your authorization and for mailing or sending a payment to the designated payee. Grow is not liable in any way for damages you incur if: you do not have sufficient funds in your account to make the payment on the processing date; the estimate of time to allow for delivery to the payee is inaccurate; there are mail delivery delays, changes to the merchant's address or account number; any merchant fails to account correctly for or credit the payment in a timely manner; or for any other circumstances beyond the control of Grow. If a payment is made through use of Bill Pay with insufficient funds in your account on the processing day, you may be subject to a non-sufficient funds fee pursuant to the terms of the UAA.

You must keep Bill Pay Customer Service aware of any changes in your current home or business phone numbers and addresses or e-mail address, as applicable. You are responsible for monitoring the Bill Pay activity to verify that you did not have a payment that was not processed due to insufficient funds in your account. If a payment is not processed due to insufficient funds, the payment will be automatically retried that day and twice on the following business day. If the payment fails again a Not Processed on the Bill Pay History screen will indicate failed transactions. If you do have a payment that failed because of insufficient funds in your account, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through Bill Pay.

**Canceling or Modifying Bill Pay Authorized Payments.** Bill Pay payment transactions with today's date for the bill payment date or start date can be canceled or changed up to 8:00 AM of the bill payment date.

In order to request a cancellation of a payment or change a Bill Pay transaction designated with a future bill payment date or a "Recurring" date, you must use Bill Pay and follow the instructions provided to you. You must cancel the payment using Bill Pay by 8:00 AM of the scheduled processing day.

If Bill Pay is not accessible, however, you understand we will only accept a verbal notice to cancel a Bill Pay transaction if it relates to a payment designated as "Recurring" or with a future payment date. You understand that this notice is acceptable only if it is received at (844)-358-9907 no later than 1 business days before the scheduled date of the payment. If the payment was designated as "Recurring," the notice must detail whether the cancellation applies to only one of the recurring transactions or all transactions in the recurring stream.

You agree that we may cancel or restrict your use of Bill Pay or any other Grow Online Banking service at any time upon such notice (including email) as is reasonable under the circumstances. You may cancel Bill Pay by calling 800-839-6328 or by visiting any Grow store location. If you cancel Bill Pay, all pending and/or recurring bill payments should be canceled by you before you cancel the service. Grow is not responsible for any fixed payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by Grow on your behalf.

**Returned or Rejected Bill Payments.** If a bill payment is returned or rejected, whether by Grow, the Service Provider or any third party (including, without limitation, an intermediary bank or the payee's bank), then either Grow or the Service Provider will notify you, and you will be solely responsible for re-initiating the bill payment. You agree to furnish to Grow and/or the Service Provider such information as it may request to resolve any error or inquiry arising out of your initiation of any bill payment(s).

**Inconsistent Name and Number Appearing in a Bill Payment Order.** If a bill payment initiated by you describes the intended recipient of funds inconsistently by name and account number, you agree that payment by the receiving bank (which may be Grow) may be made on the basis of the account number alone even if that account is not owned by, the person named in the bill payment. If a bill payment identifies an intermediary bank or the payee's bank inconsistently by name and identifying number, you agree that we may rely solely on the number as the proper identification of the intermediary bank or the payee's bank even if it identifies a bank different from the bank identified by name. To the extent permitted by applicable law, you acknowledge and agree that your obligation to pay us the amount of the bill payment will not be excused in any circumstance described above and that you will reimburse us for any losses or expenses we incur as a result of our reliance on the identifying number provided in the bill payment.

**Online Banking Secure Member Message Center Service.** If you need to contact us immediately to stop payment, to report an unauthorized use of your Online Banking ID and password, to report unauthorized access to a Bill Pay Account, or for any other reason, you should call us at (800) 839-6328 We will not be responsible for acting on or responding to any message request made through Online Banking until we actually receive your message and have a reasonable opportunity to act.

**Limits on Grow's Liability.**

To the fullest extent permitted by applicable law, you agree that we will have no liability whatsoever for any loss, damage, or claim arising out of any delay or failure in the performance of Bill Pay in accordance with the terms of this Agreement. Our duties and responsibilities to you are strictly limited to those described in the Agreement, except with respect to any provisions of the law applying to electronic fund transfers that cannot be varied or waived by agreement. In no event will Grow be liable for any consequential, special, or punitive damages or for any indirect loss that you may incur or suffer in connection with Bill Pay (even if Grow has been informed of the possibility of such damages), including, without limitation, attorneys' fees. The Service Provider is an independent contractor and not Grow's agent. Grow's sole duty shall be to exercise reasonable care in the initial selection of the Service Provider. YOU ACKNOWLEDGE THAT NO EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE BY GROW WITH RESPECT TO ANY ONLINE BANKING SERVICE, AND GROW HEREBY DISCLAIMS ALL SUCH WARRANTIES.

To the fullest extent permitted by applicable law, and without limiting the generality of the foregoing, Grow shall not be liable at any time to you or any other person for any loss, charge, fee, penalty, expense or other damage resulting from any failure or delay of the performance of Grow's responsibilities under this Agreement which is caused or occasioned by any act or thing beyond Grow's reasonable control, including without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure, electrical or computer failure, war, emergency conditions, acts of God, fire, storm, or other catastrophe, or Internet Access, or refusal or delay by the Service Provider or another bank or financial institution to execute any transfer or bill payment. In addition, Grow shall be excused from any failure or delay in executing a bank transfer or bill payment, if such execution would result in the violation of any applicable state or federal law, rule regulation or guideline. To the fullest extent permitted by applicable law, you agree that Grow shall not have any liability whatsoever for any loss caused by the act, error, or omission of you or any other person, including, without limitation, the Service Provider, any Internet access service provider, any federal reserve bank or transmission or communications facility or any intermediary or receiving financial institution, and no such person shall be deemed Grow's agent.

**Security of Your Password.** Your password is confidential and should not be disclosed to third parties or recorded. You are responsible for the safekeeping your password. You agree not to disclose or otherwise make your password available to anyone not authorized by you to sign on your accounts or act on behalf of you. If you authorize anyone to have or use your password, you understand that person may use the Service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your password and you agree that the use of your password will be deemed to be your express authorization.

**Authorization.** If you authorize anyone to use your password in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying Grow and changing your password immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your password is changed. If you fail to maintain or change the security of your password and Grow suffers a loss, we may terminate your electronic funds transfer and account services immediately.

**Member Liability.** You are responsible for all Bill Pay transactions you make or authorize using the service. If you permit or direct other persons to use this service, your account or password, you are responsible for any transactions they authorize or conduct on any of your accounts.

**Binding Arbitration of Disputes and Jury Trial Waiver.** Arbitration is a method of deciding disputes outside the court system. The parties agree and understand that they choose arbitration instead of litigation to resolve all claims and disputes not specifically excluded. This provision governs when and how any disputes you and Grow may have will be decided. Unless specifically prohibited by applicable law all disputes, claims, damages, choses in action, claims for injunctive relief or controversies arising from or relating in any way to the agreements, relationships, accounts, loans, or security agreements between you and Grow; the relationships which result or arise as a result of this Agreement; any rights, privileges or services you receive from us now or in the future; any claims or disputes arising in or ancillary to any bankruptcy or other insolvency proceeding; or the validity of this clause, shall be resolved by binding arbitration by a single arbitrator chosen with the mutual consent of the parties. The arbitrator must be an attorney with more than ten (10) years' experience or a retired judge. If for any reason the parties do not consent to an arbitrator within thirty (30) days from the date that notice of a claim or intent to arbitrate is provided to the other party, then an arbitrator will be selected pursuant to the Rules of the American Arbitration Association ("AAA"). This arbitration agreement is made pursuant to a transaction in Interstate Commerce, and shall be governed by the Federal Arbitration Act ("FAA") at 9 USC 1, et seq., as amended from time to time. It is understood and agreed that your credit plan agreement(s), your Accounts, all transactions on your Accounts, and any dispute defined herein shall involve Interstate Commerce. If any dispute between us does not involve Interstate Commerce, such dispute shall be governed by the Revised Florida Arbitration Code ("Arbitration Code"), as amended from time to time, in which case all references to the FAA herein shall be to said Arbitration Code. If the state has no Arbitration Act, then the parties will be governed by the Rules of the American Arbitration Act in any matter not involving interstate commerce. The parties agree and understand that the arbitrator shall have all power provided by the law and this Agreement to make and enter findings of fact and determination of judgment based on the parties' Agreements and applicable law, including but not limited to the rights of possession, off-set, property rights, money damages, declaratory relief, and injunctive relief. No arbitrator shall have the jurisdiction or authority to add to, take from, nullify or modify any of the terms of the Agreement. The arbitrator shall be bound by the facts and evidence submitted to him. Arbitration will be subject to the rules of procedure and evidence consistent with the AAA, and the Arbitrator will not apply federal or state rules. The decision of the arbitrator shall be final and binding and may be enforced in accordance with the terms of either the Federal or applicable state law, except for any specific appeal right regarding a judgment under the FAA or a judgment for more than \$100,000. For these judgments, any party may appeal to a three-arbitrator panel appointed by and under the rules of the AAA. The decision of the panel will be by majority vote and will be final and binding except for any specific appeal right under the FAA. All provisions of this arbitration agreement will apply to the panel. Judgment upon the award rendered may be entered in any court having jurisdiction.



WITH THE EXCEPTION EXPLAINED HEREIN, THE PARTIES AGREE AND UNDERSTAND THAT ALL DISPUTES (INCLUDING ALL LEGAL AND EQUITABLE RIGHTS AND REMEDIES) ARISING UNDER CASE LAW, STATUTORY LAW, AND ALL OTHER LAWS INCLUDING, BUT NOT LIMITED TO, ALL CONTRACT, TORT, REGULATORY, AND PROPERTY DISPUTES WILL BE SUBJECT TO BINDING ARBITRATION IN ACCORD WITH THIS AGREEMENT. Notwithstanding anything hereunto the contrary, Grow retains an option to use judicial or non-judicial relief to enforce a security agreement relating to any collateral pledged to secure the Agreements between the parties, to enforce all monetary obligations by you to Grow so long as there is no dispute that is subject to mandatory arbitration, or to foreclose on any collateral securing your obligations to us by way of replevin, claim and delivery, or otherwise. The initiation and maintenance of an action for judicial relief in a court on the foregoing terms shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Agreement, including the filing of a counterclaim in any action brought by Grow pursuant to this provision.

Any arbitration proceeding will take place in the federal judicial circuit where Grow maintains a store location that is the closest Grow store to your primary place of business. Each party must bear all of their own expenses, including the party's own attorneys, experts, and witnesses, regardless of who wins the arbitration, except to the extent that applicable law specifically requires otherwise. The rules of the AAA will be applied to any arbitration between the parties, except in the event of any inconsistency between this Agreement and the rules of the AAA, in which case this Agreement will govern.

**In Case of Errors or Questions About Your Electronic Transfers.** Telephone us at (844) 358-9907 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 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 your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think 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 your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

- Dollar Amounts. There is a dollar limit of \$25,000 (or the available balance in your designated funding account, whichever is less) on your Bill Pay account in any 24-hour period.

- Available Funds Required. All bill payments initiated through Bill Pay are subject to sufficient funds being available in the affected account to cover the payment on the Bill Payment Date.

- Payees. Any payee you wish to pay through Bill Pay must be payable in U.S. Dollars and be located in the United States. Each payee must appear on the payee list you create with you and the account you are paying with must be in your name. You may not use Bill Pay to make payments to a federal, state or local governmental or tax unit, or to pay child-support or alimony, or to make payments to other categories of payees that you establish from time to time.

- **Payment Dates.** If a payment is due on a Saturday, Sunday, or Federal holiday, Bill Pay will schedule the payment to occur on the first business day after the due date. In these cases, you should plan to have the payment initiated on the last business day before any of these days in order to ensure your payment is made on time.

- **Telephone Access.** The following may not be accomplished over the phone: User Access Code changes (including passwords); setting up payee accounts; and, except when Bill Pay is not accessible over the Internet, canceling or modifying a Bill Pay transaction. (See paragraph entitled "Canceling or Modifying Bill Pay Authorized Payments.")

- **Fees and Charges.**

NSF (Insufficient Funds) Fees = \$20.00

Courtesy Pay = \$20.00

Gift Check Fee = \$2.99

Charitable Donation Fee = \$1.99

Rush Overnight Check Delivery Fee = \$34.95

Second Day Check Delivery Fee = \$29.95

Second Day Electronic Delivery Fee = \$6.95

- **Business Days.** Our business days are Monday through Friday, excluding federal holidays.