



St. Mary's Bank

Bill Payment Terms and Conditions

BILL PAY SERVICE

If the Member has subscribed to St. Mary's Bill Pay Service, the following provisions are applicable to the Member's accounts, and all terms and conditions of this Agreement shall apply.

THE CREDIT UNION HAS ENTERED INTO AN AGREEMENT WITH iPAY TO PROVIDE THE BILL PAY SERVICE. THE CREDIT UNION DOES NOT PROVIDE THE SERVICE DIRECTLY AND SPECIFICALLY DOES NOT MAKE ANY WARRANTIES CONCERNING THE BILL PAY SERVICE AND IS NOT LIABLE FOR ANY CLAIMS, LOSSES, ERRORS, OR ANY PROBLEMS RESULTING FROM OR ASSOCIATED WITH THE BILL PAY SERVICE.

Without limiting the foregoing, neither the Credit Union nor iPay is liable for (i) a failure to perform or any loss arising out of any event or condition beyond the reasonable control of iPay and/or the Credit Union, including but not limited to communications breakdown or interruption, acts of God or labor disputes; (ii) punitive, exemplary, consequential, indirect, remote or special damages; or (iii) the loss, confidentiality or security of data while in transmission over communication lines, in the postal system, or in the ACH or other network.

St. Mary's Bill Pay Service may only be accessed via St. Mary's Online Banking. The Credit Union is authorized to rely on the Member's Online Banking Password to identify the Member when the Member uses Bill Pay and as signature authorization for any transactions performed. For security purposes, it is recommended that the Member memorizes this Password and does not write it down. If the Member believes someone has transferred or may transfer money from their account without the Member's permission, immediately notify Bill Pay Customer Service at 1- 866-828-8839.

Payment Account. The Member must designate a checking account as the Member's payment account for selected services such as Bill Pay (the "Payment Account"). If the Member closes all accounts at the Credit Union, then the Member must notify St. Mary's Member Contact Center to cancel Online Banking Services.

The Bill Pay Service allows the Member to schedule bill payments through St. Mary's Bill Pay. Subject to any regulatory or Credit Union imposed limitations on usage, the Member can arrange, at their option, for the payment of the Member's current, future and recurring bills from Payment Account. There is no limit to the number of payments that may be authorized. The Member may not pay any tax payments or court ordered payments such as child support payments or alimony payments through bill pay. The Member may only pay payees with United States addresses.

By furnishing the names of the Member's payees/merchants and their addresses, the Member authorizes iPay to follow the payment instructions to these payee/merchants that the Member provides to them. When iPay receives a payment instruction (for the current or a future date), they will remit funds to the payee on the Member's behalf, from the funds in the Payment Account selected on the day the Member has instructed them with a "Payment date." The Member's payment instructions shall be given the same legal effect as a written and signed document. However, the Credit Union shall not be obligated to make any such payment unless the Member's account has sufficient funds or credit availability to pay the bill on the "Payment Date".

- Your payment will be made either by transferring funds electronically to the person or business you are paying (" Payee ") or by sending the payee a paper check drawn on the Member's account. For electronic payments, the Payment Account is debited on the "Payment Date," which will be earlier than the "Deliver by Date" to ensure it is received by the Payee.
- Payments delivered over an automated clearinghouse system are governed by the rules and performance standards of the ACH.
- Individual payments may be made in any amount not more than \$25,000.00 and not exceeding the available balance in the Account from which payments are made. If the Member has a printer, then he, she or it should print an authorization and retain a copy for their files.
- The Member assumes any and all responsibility to authorize their payments in such a manner that their payments may be paid on time. The Member further assumes any and all responsibility for any late payment or finance charges that may be imposed as a result of their failure to schedule payments as described in this section. The Member understands and acknowledges that, due to circumstances beyond the control of St. Mary's or iPay, some of the Member's payment requests may not be processed by the Payee on a timely basis (e.g. delays in posting or handling by your creditors).
- When iPay receives notification of any return item, such as Insufficient Funds or Account Closed, the Member may not be able to initiate any additional payments through the Bill Payment Account or from having any recurring or future dated payments from being made until the original return item has been paid. iPay is authorized to try to complete the payment in subsequent days without communicating with the Member or the Credit Union.
- If, for any reason, the Member should ever wish to cancel their Bill Pay service, then the Credit Union strongly suggests that the Member cancels all future bill payments concurrently. Concurrent cancellation of all bill payments will ensure that future payments made by the Member will not be duplicative. In order for the member to cancel their service they must provide the Credit Union with either a written notice, clearly indicating the Member's intent to cancel their Bill Pay service, or by calling St. Mary's Member Contact Center. The Credit Union will automatically delete all outstanding payment orders (all individual payments and all recurring payments) at the time that the Member's service is terminated. The Credit Union will continue to maintain the Member's Account(s) until you notify us otherwise.

Stop Payments. The Member may request stop payment of any automatic or periodic payment made by paper check by calling the Credit Union at 1-888-786-2791. The Member may not stop payment of any

electronic payment. Stop payment orders must be sent in such a way as to afford the Credit Union an opportunity to act on the Member's order. Stop payment orders sent via an electronic communication or by any similar manner may not reach the Credit Union in time for them to act on the Member order. Verbal stop payment orders are valid for fourteen (14) days. If the Member submits a stop payment order in writing, then it will be valid for six (6) months. If Member desires the a stop payment order to be valid beyond the initial six (6) months, then the Member must provide the Credit Union with a new stop payment request in writing prior to the expiration of each six (6) month period. The Credit Union shall charge a fee for each such stop payment order, and may debit this fee from the Member's account. The Credit Union reserves the right to terminate your use of Bill Pay at any time.

Bill Pay Fees. Any fees applicable to your Bill Pay service (i.e. Check Copy, Stop Payment, Rush Delivery, Gift Checks and Insufficient Funds fees) cover services provided during a previous month and will be charged to the Member's payment account at the Credit Union, whether or not Bill Pay is used during the month.

If the payment account at the Credit Union has insufficient funds to cover fees, then the Credit Union may deduct the fee from any other Account that the Member has at the Credit Union (in any order we choose). If the fee cannot be paid from any of the Member's accounts, then the Credit Union may cancel your Bill Pay service. After cancellation, reinstatement of Bill Pay may be requested by contacting St. Mary's Member Contact Center. Once the Member has sufficient funds in their account to cover all accrued Bill Pay fees and any other pending transfers or debits Bill Pay may then be reinstated at the Credit Union's discretion.

Instructions for Setting up Payees Payments. If you want to add a new "Payee," first select the "Payee" tab located in the bill pay or speak to a service representative. The St. Mary's Bank reserves the right to refuse the designation of a "Payee" for any reason. You may add a new payment to a "Payee" by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the service. You may pay any "Payee" with-in the United States (including U.S. territories and APO's / AEO's). St. Mary's Bank is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

The Bill Paying Process.

Single Payments—A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is currently 3:00 p.m. eastern standard time.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

Recurring Payments –When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

Single and Recurring Payments –The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your "Payees".

Canceling a Payment

A bill payment can be changed or canceled any time prior to the cutoff time on the scheduled processing date.

Liability

- You are solely responsible for controlling the safekeeping of and access to your Online Banking password.
- If you want to terminate another person's authority to use the Bill Pay service, you must notify St. Mary's Bank and arrange to change your Online Banking password.
- You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.
- St. Mary's Bank is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.
- St. Mary's Bank is not liable for any failure to make a bill payment if you fail to promptly notify the St. Mary's Bank after you learn that you have not received credit from a "Payee" for a bill payment.
- St. Mary's Bank is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be St. Mary's Bank's agent.

Unauthorized Transfers

(a) Consumer liability

- *Generally.* Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information

from your check or draft. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

(b) Contact in event of unauthorized transfer.

If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check or draft without your permission.

Financial Institution's Liability

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

Disclosure to Third Parties

We will disclose information to third parties about your account or the transfers you make:

- (1) where necessary to complete transfers;
- (2) to verify the existence and condition of your account;
- (3) to comply with government agency or court orders; or
- (4) as explained in the separate Privacy Disclosure.

Right to Receive Documentation

Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, preauthorized EFTs, online/PC transactions, mobile access device transactions or bill

payments you make will be recorded on your periodic statement. You will receive a monthly account statement from us for your checking and statement savings accounts.

Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, 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.

- (1) Tell us your name and account number (if any).
- (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.
- (3) Tell us the dollar amount of the suspected error. 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 (90 day for new accounts) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days for new accounts) 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. 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.

ST. MARY'S BANK
DEPOSIT OPERATIONS
P.O. BOX 990 MANCHESTER, NEW HAMPSHIRE 03105-0990
Business Days: Monday through Friday
Excluding Federal Holidays
Phone: (603) 647-1111 or 1-888-786-2791
MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

Amendment

St. Mary's Bank has the right to change this agreement at any time by notice mailed to you at the last address shown for the account on St. Mary's Bank's records, by posting notice in branches of St. Mary's Bank, by requiring review and acceptance at login, or as otherwise permitted by law.

Termination

- St. Mary's Bank has the right to terminate this agreement at any time.
- You may terminate this agreement by written notice to St. Mary's Bank.

- St. Mary's Bank is not responsible for any fixed payment made before the St. Mary's Bank has a reasonable opportunity to act on your termination notice.
- You remain obligated for any payments made by St. Mary's Bank on your behalf.