

Terms and Conditions Agreement for the Department of the Interior Federal Credit Union's Internet Bill Pay Service

Note: All references within this document to the terms "Payment Service" and/or "the Service" reflect the Internet Bill Pay Service offered by Department of the Interior Federal Credit Union.

Electronic Disclosure of the Terms and Conditions Agreement for the Internet Bill Pay Service

Charges or Fees

As a participant in the Internet Bill Pay Service, the Internet Bill Payer Service will be free. In order to keep your account active, you must start using the Internet Bill Payer Service within three months of activation and continue to pay at least one bill per month. If you do not use the Internet Bill Payer Service within the initial three month period and monthly afterward, the Service may be deactivated. You will be required to reregister to start receiving the Service again. While you can make payments to your DOIFCU loans using the Internet Bill Pay service, you can also make payments using the transfer/payment option on the DOIFCU Internet Account Access service at no charge. Additionally, charges for other transactions and optional services (e.g., Non-Sufficient Funds or Stop Payment Fees) are as follows:

\$25.00 Stop Payment Fee

\$15.00 Return item (NSF, Uncollected Funds)

If you do not have funds in your account at the time a return item fee is posted, the return item fee will attempt to collect two additional instances, three instances total. You agree to pay such fees and charges, and authorize the Service to charge your designated Payment Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your share or loan accounts will continue to apply. The Credit Union reserves the right to change the fees at anytime and will notify you 15 days before the changes go into effect.

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.

I acknowledge electronic receipt of the Terms and Conditions Agreement ("Agreement") associated with the Department of the Interior Federal Credit Union's ("DOIFCU") Internet Bill Pay Service and agree that I have read and will abide by this Agreement. I also agree that DOIFCU does not need to provide me with an additional, paper (non-electronic) copy of this Agreement unless specifically requested. Further, I understand that a copy of this Agreement can be printed, by using my browser's print command and a printer.

Use of a Third-Party Bill Pay Service Provider

Metavante Corporation ("Metavante") is the third-party bill pay service provider who DOIFCU has contracted with to provide bill pay service to its members. Metavante will be processing bill payments and answering questions directly related to these member-initiated bill payments. Accordingly, the term "Metavante Customer Support" represents the customer service provided by Metavante to DOIFCU's bill

pay subscribers on DOIFCU's behalf. DOIFCU, at its sole discretion, reserves the right to change internet bill pay service providers.

Internet Bill Pay Service

As used in this Agreement, 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 Share Draft Account and, in the instance of non-sufficient funds and/or an overdrawn account, any applicable share account or available balance on line of credit accounts (e.g., Overdraft Protection Loan) at DOIFCU, from which all bill payments may be made and/or such funds collected; "Business Day" means Monday through Friday, excluding Federal holidays; "Scheduled 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 4:00 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 Business Day.

By providing the Payment 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 Internet Bill Pay service. When the Service receives a payment instruction, you authorize it to debit your Payment Account and remit funds on your behalf so that the funds arrive as close to the Business Day designated by you as reasonably possible.

While it is anticipated that most transactions will be processed within five (5) Business Days of your selected Scheduled Payment Date, and it is understood that due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by slow responding companies or financial institutions (Payees), some transactions may take a day or even a few days longer to be credited by your Payee to your account with them.

For this reason, **it is necessary that all Scheduled Payment Dates selected by you be no less than five Business Days before the actual due date, not the late date and/or a date in the grace period.** (For example, the payment should be entered no later than Monday before 4 p.m., Eastern Time, for a payment to arrive on Friday.) Payment Instructions entered after the Cutoff Time or on a non-Business Day will be considered entered in the Service on the next Business Day. If you properly follow the procedures described herein, and the Service fails to send a payment according to the Payment Instructions received, the Service will bear responsibility for all late charges. In any other event, including but not limited to choosing a Scheduled Payment Date which is not five Business Days before the due date or on or past the due date stated on your invoice or bill, the risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by you.

A bill payment is a "Pending Payment," starting from the time you enter Payment Instructions until the payment is "Completed." A bill payment is considered "Completed" on the Business Day you selected as the Scheduled Payment Date. You may cancel or edit any Pending Payment (including recurring bill pay payments) by following the directions provided on the Internet Bill Pay system Online Help. There is no charge for canceling or editing a Pending Payment. Please note: we may not have a reasonable opportunity to act on any stop payment or cancellation order given after a payment is "In Process" and **it is not possible to stop or cancel a payment which is "Completed."** If you desire to cancel or stop any payment which is "Pending" you must call Customer Support toll free at 1-800-823-7555. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. Stop payment requests sent to us via electronic mail or in any other manner will not reach us in time for us to act on your request. Stop payment requests will be accepted only if we have a reasonable opportunity to act on such a stop payment order. If you call, we may also require you to present your request in writing within fourteen (14) days after you call. The charge for each stop payment order is \$25.00. 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 Overdraft Protection Loan, if applicable (Note: DOIFCU may, at its option, pay a scheduled bill payment which exceeds the balance in the Share Draft Account by transferring the amount of the resulting overdraft from your share savings account.) Per Federal regulation, preauthorized telephone, Internet or automatic transfers from share savings to cover share draft overdrafts cannot exceed six in number per calendar month);
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) 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 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 or laser draft. The method of payment depends upon the processing method that can be accommodated by the Payee or Metavante (e.g., some Payees are unable to accept electronic payments).

The payment may be deducted from your Payment Account by two methods. The two methods are: 1.) via an electronic debit through the Automated Clearing House Association (ACH) or 2.) via a draft drawn on your account and processed through the Federal Reserve System (as if you had written a Share Draft drawn on your Share Draft Account.) All bill payments debited from your account will appear on your monthly Statement of Account and under the "All Transaction Activity" section of the Share Draft Account Detail on the DOIFCU Internet Account Access system. ACH debits will reflect the name of the Payee (e.g., XYZ Utility Company) as well as the date and amount; however, laser drafts will be reflected on your statement with simply a date and check number. All payments can be viewed with the Payee's name, payment amount and payment date by reviewing your recent payment history under the View Payment option provided to you as part of the Internet Bill Pay service.

Prohibited Payments

The following payment types are prohibited through the Service:

1. Tax Payments (such as state, local or federal)
2. Court Ordered Payments (such as alimony, child or spousal support)
3. Payments to Payees outside the United States or its possessions/territories as detailed in the Payee Limitations section of this Agreement.

Payments may only be debited from U.S. bank accounts and may only be made to payees inside the U.S.

EXCLUSIONS OF WARRANTIES

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.

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.

Password and Security

To access the Internet Bill Pay service you will need to log on to the DOIFCU's Internet Account Access service (using the User ID and Password associated with this service) and then click on the Pay Bills. You agree not to give or make available your DOIFCU Internet Account Access User ID and Password or your Internet Bill Pay User Name and Password to any unauthorized individuals. You are responsible for all bill payments you, and your Internet Bill Pay Authorized User, authorize using the Service. If you permit other persons to use the Service or your DOIFCU Internet Account Access User ID and Password (even though you have agreed not to disclose this information) or your Internet Bill Payer Password, you are responsible for all transactions they authorize. If you believe that your DOIFCU Internet Account Access 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 Department of the Interior Federal Credit Union at once by calling us at 1-800-914-8619; or if in metro Washington DC, or outside the contiguous United States at 202-208-3936.

You also agree that DOIFCU may revoke your Internet Bill Pay and/or DOIFCU Internet Account Access services if unauthorized account access and/or transactions occur as the apparent result of negligence in the safeguarding of the User ID and Password(s) belonging to you and/or your authorized user. Further, you agree that, if DOIFCU is notified that you have included the credit union in the filing of a petition of bankruptcy, DOIFCU may revoke or refuse to grant you Internet Bill Pay service and/or DOIFCU Internet account access to your account.

Your Liability for Unauthorized Transfers

If you tell the credit union within two (2) Business Days after you learn of unauthorized access to your account(s) and/or that your DOIFCU Account Access User ID and Password has been lost, stolen or compromised, you can lose no more than \$50.00. If you fail to notify the credit union within two (2) Business Days after you learn of unauthorized access to your account(s) and/or that your DOIFCU Internet Account Access User ID and Password and/or your Internet Bill Pay Password has been lost, stolen or compromised, and we can prove that we could have prevented the unauthorized access to your account(s), or use of your DOIFCU Internet Account Access password and/or your Internet Bill Pay Password, had you notified us, you could lose as much as \$500.00. If your monthly statement or your online account detail, 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 mailed to you, you may not get back any money you lost after the 60 days, provided that 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) prevented you from telling us, we may extend the time periods.

Errors and Questions

In case of errors and questions about your electronic transfers or payments, you should:

Telephone us toll free at: 1-800-914-8619 or dial direct at 202-208-3936.

Write to us at:

Department of the Interior
Federal Credit Union
1849 C ST NW ROOM B038
Washington, DC 20240

as soon as you can. 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:

Tell us your name and account number.

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

Tell us the dollar amount of the suspected error.

If you tell us orally, in person or by telephone, we may require that you send us your complaint or question in writing within ten (10) Business Days after providing verbal notification. We will tell you 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 re-credit 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 send you a written explanation within three (3) Business Days after we finish the investigation. You may ask for copies of documents which we used in our 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 the documentation that we used in our investigation.

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:

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 where it is necessary for completing transfers, or In order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant, or To a consumer reporting agency for quality assurance survey/research purposes only, or In order to comply with a governmental agency or court orders, or If you give us your written permission.

In the Event a Service Transaction Is Returned and/or Overdraws Your Payment Account

In using the Service, you are requesting the system to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment

Account (for example, there are not sufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances you will receive a return notice from DOIFCU. In these cases, you agree that a non-sufficient funds (NSF) fee will be charged in accordance with the credit union's established and published service 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 this Internet Bill Pay service you agree that DOIFCU has the right to collect funds from all of your share accounts as well as the available balance on your line of credit accounts (e.g., Overdraft Protection Loan or credit card 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.

Alterations and Amendments

The terms of this Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall send notice to you at your address of record or by secure electronic message via the DOIFCU Internet Account Access system. Any use of the services after the service sends you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the Internet Bill Pay programs, services, and/or related material and limit access to the Service's more recent revisions and updates.

Address Changes

You agree to promptly notify both DOIFCU and Metavante Customer Support in writing of any address change. Changing your address on the Service does not automatically update your address of record at DOIFCU. Similarly, updating your address at DOIFCU does not automatically update the address on the Service.

Termination or Discontinuation

In the event you wish to discontinue the Service, you must contact DOIFCU within 10 days prior to the actual service discontinuation date. **You must request the service discontinuation by written correspondence sent via the mail.** Written notice must be signed and sent to:

Department of the Interior
Federal Credit Union
1849 C ST NW ROOM B038
Washington, DC 20240

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

Payee Limitations

The Service reserves the right to refuse to pay any person or entity to whom you may direct a payment. The Service is obligated to notify you promptly if it decides to refuse to pay a person or entity designated by you. This notification is not required if you attempt to pay tax, court related payments or payments outside the United States 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.

Information Authorization

Through your enrollment in the Internet Bill Pay Service, you agree that DOIFCU (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 reserves the right to obtain financial information regarding your account from a merchant or financial institution to resolve payment-posting problems.

Disputes

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what one of the Service's employees says and the terms of this Agreement, the terms of this Agreement shall control.

Assignment

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third-party service providers.

No Waiver

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service 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 for this Agreement.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, United States of America, without regard to its conflicts of laws provisions.