

BILLPAY AGREEMENT & DISCLOSURE

This is your bill paying agreement with Trona Valley Community Federal Credit Union.

You may use Trona Valley Community Federal Credit Union's bill paying service, BillPay, to direct Trona Valley Community Federal Credit Union to make payments from your designated account to the "Payees" you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account (Membership Booklet).

"You" or "Your" means each person who is authorized to use the service.

"Credit Union" means Trona Valley Community Federal Credit Union

"Agreement" means these Terms and Conditions of the bill payment service.

"Payee" is the person or entity to which you wish a bill payment to be directed.

"Payment Instruction" is the information provided by you to the Credit Union for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Payment Account" is the account from which payments & fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

HOW TO SET UP PAYEES & PAYMENTS

1. If you want to add a new "PAYEE", select the "Payee" tab located in your Bill Pay application or speak to a service representative.
2. You may add a new fixed 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.
3. The Credit Union reserves the right to refuse the designation of a Payee for any reason.
4. You may pay any Payee with-in the United States (including U.S. territories and APO's / AEO's).
5. The Credit Union is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

BILL PAYMENT AUTHORIZATION AND BILL PAYMENT REMITTANCE

By providing the Credit Union with names and account information of Payees to whom you wish to direct payments, you authorize the Credit Union to follow the Payment Instructions

that it receives through the payment system. In order to process payments more efficiently and effectively, the Credit Union may edit or alter payment data or data formats in accordance with Payee directives.

When the Credit Union receives a Payment Instruction, you authorize the Credit Union to debit your selected Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Estimated Arrival Date. You also authorize the Credit Union to credit your Payment Account for payments returned to the Credit Union by the Post Office or Payee.

The Credit Union will use its best efforts to make all payments properly. However, the Credit Union shall incur no liability if the Credit Union is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Credit Union, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account if applicable;
2. The payment processing center is not working properly and you know or have been advised by the Credit Union about the malfunction before you execute the transaction;
3. You have not provided the Credit Union with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
4. Circumstances beyond control of the Credit Union (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Credit Union has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Credit Union 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 Payee which does not comply with your Payment Instructions, the Credit Union shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

The Credit Union shall have the right to terminate your membership, reject or reverse any transactions you initiate, and/or restrict or condition your right to send or receive money at any time and for any reason, including, but not limited to:

1. Excessive use;
2. Using the Service (directly or indirectly) for any unlawful purpose; and/or
3. Tampering, hacking, modifying or otherwise attempting to corrupt the security or functionality of the Service.

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

process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by the Credit Union, is currently 12:00 PM MST.

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 process date, the payment will be processed on the first business day following the designated process 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 process date is calculated for the next occurrence of the payment. If the calculated process date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

1. If the recurring payment(s) "Pay Before" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date prior to the calculated process date.
2. If the recurring payment's "Pay After" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date after the calculated process 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 process date, then the last calendar day of that month is used as the calculated process date.

SINGLE AND RECURRING PAYMENTS

The system will calculate the Estimated Arrival Date of your payment, this is only an estimate, please allow ample time for your payments to reach your Payees.

CANCELLING A PAYMENT

A bill payment can be changed or cancelled, any time prior to the cutoff time on the scheduled process date.

STOP PAYMENT REQUESTS

The Credit Union's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Credit Union may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Member Services. Although the Credit Union will make every effort to accommodate your request, the Credit Union will have no liability for failing to do so. The Credit Union may also require a written request within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee

schedule.

AVAILABLE FUNDS

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all bill payments requested, as well as any other payment obligations you have to the Credit Union.

1. The Credit Union reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with the above requirement or any other term of this agreement.
2. If you do not have sufficient funds in the account and the Credit Union has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand.
3. You further agree the Credit Union, at its option, may charge any of your accounts with the Credit Union to cover such payment obligations.

The Credit Union reserves the right to change the cut-off time. You will receive notice if it changes.

LIABILITY

1. You are solely responsible for controlling the safekeeping of and access to, your Personal Identification Number (PIN).
2. If you want to terminate another person's authority, you must notify the Credit Union and arrange to change your PIN. You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.
3. The Credit Union is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.
4. The Credit Union is not liable for any failure to make a bill payment if you fail to promptly notify the Credit Union after you learn that you have not received credit from a "Payee" for a bill payment.
5. The Credit Union 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 the Credit Union's agent.
6. In any event, the Credit Union will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this agreement or the service, even if the Credit Union has knowledge of the possibility of them.
7. The Credit Union is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Credit Union's reasonable control.

ERRORS AND QUESTIONS

In case of errors or questions about your transactions, you should notify us as soon as possible via one of the following:

1. Telephone us at 800-331-6268 during normal member service hours;
2. Visit any of our local branch locations;
3. Write us at:

Trona Valley Community FCU
840 Hitching Post Drive
Green River, Wyoming 82935

If you think your statement is incorrect or more information is needed about a transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and account number;
2. Describe the error or the transaction in question and explain as clearly as possible 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 we are notified verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will determine whether an error occurred within ten (10) Business Days after we are notified and will correct any error promptly. However, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. We will inform you of the results in writing within three (3) Business Days after completion of our investigation. Copies of documents used in our investigation may be requested from us. The Credit Union may revoke any provisional credit provided to you if we find an error did not occur and a written explanation will be sent to you.

AMENDMENT TERMINATION

The Credit Union has the right to change this agreement at any time by notice mailed to you at the last address shown for the account on the Credit Union's records, or by posting notice in branches of the Credit Union, or as otherwise permitted by law.

1. The Credit Union has the right to terminate this agreement at any time.
2. You may terminate this agreement by written notice to the Credit Union.
3. The Credit Union is not responsible for any fixed payment made before the Credit Union has a reasonable opportunity to act on your termination notice.
4. You remain obligated for any payments made by the Credit Union on your behalf.

SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

In the event you wish to cancel the Service, you may have the ability to do so by contacting member services via one of the following:

1. Telephone us at 800-331-6268 during normal member service hours;
2. Visit any of our local branch locations;
2. Write us at:

Trona Valley Community FCU
840 Hitching Post Drive
Green River, Wyoming 82935

The Credit Union will complete any payment(s) the Credit Union has already processed before the requested cancellation date. No Scheduled Payments including recurring payments will be processed once the Service is cancelled. The Credit Union may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

SERVICE FEES

Please refer to Trona Valley Community Federal Credit Union's fee schedule for Billpay fees not associated specifically with miscellaneous fees listed below.

Miscellaneous Product Fees

Next Business Day (Overnight) Rush Check Payment Fee: \$34.95
2nd Day Rush Check Payment Fee: \$29.95
2nd Day Electronic Delivery (Economy): \$6.95
Charitable Donations: \$1.99
Gift Pay: \$2.99