

This is your bill paying agreement with Foothill Federal Credit Union

You may use Foothill Federal Credit Unions bill paying service, to direct Foothill Federal Credit Union to make payments from your designated checking 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.

Service Definitions

"Bill Paying Service" means the bill payment service offered by Foothill Federal Credit Union.

"Agreement" means the terms and conditions of the bill payment service.

"Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Designated Checking Account" is the checking account from which bill payments will be debited.

Instructions for Setting up Payees & Payments:

Payees: If you want to add a new "Payee" first select the "Payee" tab located in the bill pay widget within online banking.

Foothill Federal Credit Union reserves the right to refuse the designation of a "Payee" for any reason.

By providing the bill paying service with names and account information of payees to whom you wish to direct payments, you authorize the bill paying service to follow the payment instructions that it receives through the payment system. In order to process the payments more efficiently and effectively, the bill paying service may edit or alter payment data in accordance with payee directives.

Payments: You may add a new payment to a "Payee" by accessing the bill paying service and entering the appropriate information. Most other additions, deletions, or changes can be made in online banking by using the bill paying service.

Payments to payees outside of the United States or its territories are prohibited through the bill paying service.

Foothill Federal Credit Union is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

Service Fees and Additional Charges

Any applicable fees will be charged regardless of whether the bill paying service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the bill paying service to deduct the calculated amount from your designated checking account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

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, which is controlled by Foothill Federal Credit Union, is currently 1:00 PM PST.

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 payment to reach your "Payees".

Payment Methods

The bill paying service reserves the right to select the method in which to remit funds on your behalf to your payees. These payment methods may include, but may not be limited to, an electronic payment, or a laser draft payment (funds remitted to the

payee are deducted from your designated checking account when the laser draft is presented to Foothill Federal Credit Union for payment).

Cancelling a Payment

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

Errors and Questions

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

Telephone us at 888-285-5722 from 7:30 am until 2:00 am EST.

Write us at:

Foothill Federal Credit Union

P.O. Box 660130

Arcadia, CA 91066

If you think your statement is incorrect or you need more information about a bill pay 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:

Tell us your name and Foothill account number

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

Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your 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. However, if we require more time to confirm the nature of your complaint or question, 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 designated checking 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 designated checking account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The bill paying service may revoke any provisional credit provided to you if we find an error did not occur.

Payment Authorization and Payment Remittance

By providing the bill pay service with names and account information of payees to whom you wish to direct payments, you authorize the bill paying service to follow the payment Instructions that it receives through the bill payment system. In order to process payments more efficiently and effectively, the bill paying service may edit or alter payment data or data formats in accordance with payee directives.

When the bill paying service receives a payment Instruction, you authorize the bill paying service to debit your designated checking account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the scheduled payment date designated by you. You also authorize the bill paying service to credit your designated checking account for payments returned to the bill paying service by the United States Postal Service or payee, or payments remitted to you on behalf of another authorized user of the bill pay service.

The bill pay service will use its best efforts to make all your payments properly. However, the bill paying service shall incur no liability if the bill paying service was 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 bill paying service, your designated checking account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the bill paying service about the malfunction before you execute the transaction;
3. You have not provided the bill paying service with the correct payee account information, or the correct name, address, phone number, or account information for the payee; and/or,
4. Circumstances beyond control of the bill paying service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the bill paying service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the bill paying service causes an incorrect amount of funds to be removed from your designated checking account or causes funds from your designated checking account to be directed to a payee which does not comply with your payment Instructions, the bill paying service shall be responsible for returning the improperly transferred funds to your designated checking account, and for directing to the proper payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

Password and Security

You agree not to give or make available your online banking username or password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the bill paying service. If you permit other persons to use the bill paying service or your online banking username or password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your online banking username or password or other means to access your account has been lost or stolen or that someone may attempt to use the bill paying service without your consent or has transferred money without your permission, you must notify Foothill Federal Credit Union at once by calling 866-995-3328 during our hours of operation.

Amendment

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

Termination

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