

BILL PAY SERVICE AGREEMENT

Definitions

As used in this Agreement, the term "Payee" means the merchant, person or entity to whom you wish a bill payment to be directed; "Payment Instructions" means the information provided by you for a bill payment to be made to your "Payee"; "Checking Account" means your Firefly checking account selected to make payment; "Business Day" means Monday through Friday excluding federal holidays; "Send Date" means the Business Day of your choice upon which your bill payment will be sent; "Arrival Date" is the estimated date of arrival for your payment, the words "we," "our," and "us" mean Firefly Federal Credit Union (Firefly) and the words "you" and "your" mean the account owner(s) who use this service.

You may use Firefly's bill paying service, to direct Firefly 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 Membership Agreements and Account Disclosures, Service Fee Schedule and other documents in effect from time to time governing your account.

The Bill Pay Service enables you to set up recurring payments, make one time payments and track your payments to parties.

Costs

Bill Pay is free as long as you maintain a checking account with Firefly. You are responsible for any internet service fees that may be assessed by your telephone and/or internet service provider and any fees applicable to your accounts with Firefly as set forth on Firefly's Service Fee Schedule. There is no limit to the number of bills you can pay each month with Firefly's Bill Payment.

Access

To access the Bill Payment Service, you must log on to our website and access digital banking.

Payment Authorization

When you transmit bill payment instructions to us, you authorize us to debit your 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 completed on the day designated, it is understood that due to circumstances beyond the control of Firefly, particularly delays in handling and posting payments at the merchant or financial institutions, some transactions may take longer.

For this reason, it is recommended that all payments be scheduled for payment at least three (3) business days before the actual due date stated on your invoice, and not the late date and/or a date in the grace period. Payments being made with a check may require up to seven (7) business days. Cutoff time is 1:00 PM Central Time on any business day and is the time by which you must transmit payment instructions to have them considered entered on that particular business day. Payment instructions entered after the cutoff time or on non-business days will be considered entered on the next business day. The Payment Date indicated by you must always be a business day. If it is not, the Payment Date will be deemed to be the first business day following the date indicated. In any other event, including but not limited to, choosing a payment date less than three (3) business days before the actual due date, the risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by you.

Liability for Improper Payments

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

- Your account does not contain sufficient funds (including overdraft protection) to complete the payment. Payments are based on available funds per our funds availability policy.
- You know or have been advised by Firefly, not to use the payment system due to a temporary technical malfunction.
- The payee mishandles or delays a payment sent by Firefly.
- You have not provided Firefly with the correct names or account information for the payee.
- Inaccurate estimation of time needed to allow the payment to be delivered to payee.

- Circumstances beyond Firefly's control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and Firefly has taken reasonable precautions to avoid those circumstances.

If Firefly causes an amount of funds to be removed from your Firefly account that is in conflict with your payment instructions, or causes funds from your Firefly account to be directed to a person or entity which does not comply with your payment instructions and none of the above six (6) exceptions apply, Firefly shall be responsible for returning the improperly transferred funds to your Firefly account to the extent you did not receive the benefit of the transfer.

Prohibited Payments

The following payments are prohibited through this service:

- Tax payments
- Court ordered payments
- Payments to payees outside of the United States

Limitations

Firefly reserves the right to refuse to pay any payee to whom you may direct a payment. Firefly 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 make a prohibited payment as defined above. A payment cannot exceed \$9,999.99 to any payee, and the due date must not be further out than one year.

Edit/Cancel or Stop Payment

You may cancel or edit a payment instruction under certain circumstances. If you discover an error in or want to change a payment instruction (i.e. payment date or payment amount) for a payment you have already scheduled, you may electronically edit or cancel the payment (including recurring bill payments) by editing or deleting the transaction(s) before the date you have designated as the send date. This can only be performed when the payment is pending. Once the transaction is in process, it is not possible to edit or cancel it. If your request is not timely entered, you will be responsible for the payment.

If the payment was processed with a check and the check has not yet cleared through the system, you may place a stop payment on the transaction. If you wish to place a stop payment on an item, contact Firefly at (800) 345-2733. If you call, we may require you to present your request in writing within fourteen (14) days after you call. Please refer to Firefly's Service Fee Schedule for any fees applicable to the Stop Payment.

Non-Sufficient Funds (NSF)

If you have instructed Firefly to make a payment for which there are non-sufficient available funds in your account, you will be charged an NSF fee per item paid or an NSF fee per item returned, which will automatically be taken from your account on the transaction date. Please refer to Firefly's Service Fee Schedule for current NSF fees. If a payment is returned for non-sufficient funds, a block will be placed on your account and future payments will not be processed until the NSF item is satisfied.

Amendment

Firefly 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 Financial Institution's records, by posting notice in branches of the Financial Institution, or as otherwise permitted by law.

Termination

- Firefly has the right to terminate this agreement at any time.
- You may terminate this agreement by written notice to Firefly.
- Firefly is not responsible for any fixed payment made before the Financial Institution has a reasonable opportunity to act on your termination notice.
- You remain obligated for any payments made by Firefly on your behalf.