



Terms and Conditions Agreement for GOLD Credit Union Online Bill Pay Service

Note: All references within this document to the terms “Payment Service” and/or “the Service” reflect the Online Bill Pay Service offered by GOLD Credit Union.

Bill Pay Service

I acknowledge electronic receipt of the Terms and Conditions Agreement (“Agreement”) associated with GOLD Credit Union’s Online Bill Pay Service and agree that I have read and will abide by this Agreement. I also agree GOLD Credit Union 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

GOLD Credit Union has contracted with JHA iPay Solutions to provide bill pay service to its members. JHA iPay will be processing bill payments and, in addition to GOLD Credit Union’s customer service, can answer questions directly related to these member-initiated bill payments. Accordingly, the term “iPay” represents the customer service provided by JHA to GOLD Credit Union bill pay subscribers on the Credit Union’s behalf. GOLD Credit Union, at its sole discretion, reserves the right to change online bill pay service providers.

Enrollment Request for the Online Bill Pay Service

GOLD Credit Union reserves the right to refuse enrollment in the Online Bill Pay Service to any member who does not meet the Online Bill Pay Service criteria which has been established by the credit union and/or JHA iPay. Included in these criteria is a requirement that subscribers to this service must live within the United States, its possessions and territories.

Online 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 Checking Account and, in the instance of non-sufficient funds and/or an overdrawn account, any applicable share account at GOLD Credit Union, from which all bill payments may be made and/or such funds collected; “Business Day” means Monday through Friday, excluding Federal holidays; “Payment Date or Process 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 4:30 p.m. (e) 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 and your authorized user through the Online 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 soon as reasonably possible.

For this reason, it is necessary that all Payment Dates selected by you be no less than six (6) Business Days before the actual due date for payments that are being sent by check and 3 days for ACH payments, (not the late date and/or a date in the grace period). It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. 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. In any event, including but not limited to choosing a Payment Date which is not six (6) 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 "In Process" starting at the Cutoff Time on the Payment Date. A bill payment is a "Pending Payment", starting from the time you enter Payment Instructions until the payment is "In Process". 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 payments) by following the directions provided on the Online Bill Payment 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 "In Process", you must call GOLD Credit Union at 484-223-4200 during normal business hours. 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 will be the current charge for such service as disclosed in our Fee Schedule. 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, (Note: GOLD Credit Union may, at its option, pay a scheduled bill payment which exceeds the balance in the checking account by transferring the amount of the resulting overdraft from your available Share Savings



Account, indicated on the Membership Application and Agreement or Share Draft Checking Account Application. Per Federal regulation, pre-authorized telephone, Online or automatic transfers from prime share savings to cover GOLD Checking 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) that 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's 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. The method of payment depends upon the processing method that can be accommodated by the Payee or iPay (e.g., some Payees are unable to accept electronic payments).

The payment may be deducted from your Payment Account by two methods. They 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 check drawn upon your Checking Account.) All bill payments debited from your account will appear on your monthly Statement of Account and under the "BILL PAY HISTORY" section of the Online Bill Pay on the GOLD Credit Union Digital Banking System. ACH debits will reflect the name of the Payee (e.g., XYZ Utility Company) as well as the date and amount; payments by check will be reflected on your statement with a date, payee, and amount. All payments can be viewed with the Payee's name, payment amount and payment date by reviewing your recent payment history under the electronic Payment List option provided to you as part of the Online Bill Pay Service.

Prohibited Payments

The following payment types are prohibited through the Service:



1. Court Ordered Payments
2. Payments to Payees outside of the United States or its possessions/territories

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.

EXCLUSIONS OF WARRANTIES

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.

PIN/Password and Security

To access the Online Bill Pay service you will need to log on to the GOLD Credit Union Digital Banking service and then click on the bill payment or pay a bill icon.

You agree not to give or make available your GOLD Credit Union Digital Banking Username, Password and/or PIN to any unauthorized individuals. You are responsible for all bill payments you, and your Bill Pay authorized user, authorize using the Service. If you permit other persons to use the Service or your GOLD Credit Union Username, Password and/or PIN (even though you have agreed not to disclose this information); you are responsible for all transactions they authorize. If you believe that your GOLD Credit Union Username, Password and/or PIN 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 GOLD Credit Union at once by calling us during business hours.

You also agree that GOLD Credit Union may revoke your Online Bill Pay and/or Digital Banking account access services if unauthorized account access and/or transactions occur as the apparent result of negligence in the safeguarding of the Username, Password, and/or PIN belonging to you and/or your authorized user. Further, you agree that, if GOLD Credit Union is notified that you have included the Credit Union in the filing of a petition of bankruptcy, your Online Banking account access services will be revoked.

Errors and Questions

In case of errors and questions about your electronic transfers or payments, contact us immediately by:

1. Telephone us at 484-223-4200
2. Write us at GOLD Credit Union, Attention Bill Pay Department, 4703 Hamilton Blvd., Allentown, PA 18103



If you think that your statement is incorrect or you need more information about a bill payment listed on the statement, we must hear from you no later than sixty (60) days after you receive the FIRST statement in which the problem or error arose. You must:

1. Tell us your name and account number.
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 verbally, whether 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 provisionally 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 provisionally recredit 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. We may revoke any provisional credit provided to you if we find that an error did not occur. You may ask for copies of documents which we used in our investigation.

*If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

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:

1. 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
2. Where it is necessary for completing transfers, or
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant, or
4. To a consumer reporting agency for quality assurance, or
5. In order to comply with a governmental agency or court orders, or
6. If you give us your written permission regarding a specific situation.

Charges or Fees

GOLD Credit Union does not charge a fee for the use of Bill Pay.



In the Event a Requested Payment Cannot Be Processed

In using the Service, you are requesting the system to make payments for you from your Share Draft Checking Account. If we are unable to complete the transaction for any reason associated with your Share Draft Checking 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 may receive a notification by secure electronic message via the GOLD Credit Union Digital Banking service.

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 an event, the Service shall send notice to you at your address of record or by secure electronic message via the GOLD Credit Union Digital Banking Service. 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 Online 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 GOLD Credit Union in writing of any address change. Changing your address on the Service does not automatically update your address of record at GOLD Credit Union. Similarly, updating your address at GOLD Credit Union does not automatically update the address on the Service.

Termination or Discontinuation

In the event you wish to discontinue the Service, you must contact GOLD Credit Union 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 GOLD Credit Union, Bill Pay Department, 4703 Hamilton Blvd., Allentown, PA 18103



GOLD Credit Union 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 which 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 court-related payments or payments outside the United States and 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 Online Bill Pay Service, you agree that GOLD Credit Union (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 the Agreement shall control.

Assignment

You may not assign this Agreement to any other party. This Service may assign this Agreement to any future affiliated company, directly or indirectly. 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 the Agreement.

Governing Law

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