

VIRGINIA FEDERAL CREDIT UNION
ONE-TIME OR RECURRING PAYMENT TERMS AND CONDITIONS

When you click to confirm payment, you authorize Virginia Federal Credit Union ("VACU") to initiate a one-time or recurring ("AutoPay") Automated Clearing House (ACH), debit card, or Digital Wallet withdrawal on the bank account you have specified and apply those funds as a payment to the VACU loan you have designated. You confirm that you are an owner or authorized signer on the specified account. You agree to be bound by the Operating Rules of the National Automated Clearing House Association (NACHA) as applicable. You acknowledge that you have read and agree to the following Terms and Conditions.

- I. General.** This One-Time or Recurring Payment Terms and Conditions ("Terms") between VACU and you governs VACU's provision and your use of the service described herein. By using this service, or authorizing any other party to do so on your behalf, you agree that you are legally bound by and will abide by these Terms, as they may be modified by VACU from time to time, as posted on this website.

When such a modification is made, we will post a revised version of the Terms on this website. Changes will be effective when they are posted. It is your responsibility to review these Terms from time to time to be aware of any such change, and your continued use of the service will indicate your agreement to any such change. We reserve the right to add to, remove, change or terminate access to any of the content or functions of the service without giving specific notice to you unless such notice is required by law. Any use of the service is at the sole risk of the user. You agree that these Terms are in addition to those contained in VACU's other agreements with you governing your membership in VACU and your checking, savings and loan accounts.

These Terms and related communications (including any messages, notices and emails) apply only to electronic loan payment processing. They have no effect on any other communication, message or notice you may receive from VACU and do not extend any grace period or otherwise vary the terms of the your loan or other agreements.

- II. Your Responsibility.** You are responsible for all transfers and payments you authorize using the service. If you permit other persons or entities to use the service credentials, you are responsible for any transactions they authorize from your stored payment accounts. If you believe any of your accounts have been accessed, an unauthorized transaction has been or may be conducted to or from one of your accounts, or your credentials have been taken or used without your permission you should notify VACU immediately at (804) 323-6800 or (800) 285-6609.
- III. Our Responsibility.** We, or a third party acting as our agent, are responsible for completing payments on time and according to your properly and accurately entered and transmitted instructions. If we do not complete payment on time or in the correct amount according to our agreement with you, we will correct the mistake. However, neither we, nor the third party will be liable:
- A. If you do not have adequate funds to complete the transaction from the specified account, or if that account has been closed;
 - B. If you have not properly followed service instructions on how to make a payment;
 - C. If you have not given complete, correct and current instructions so that a payment can be made;
 - D. If you do not authorize a payment soon enough for your payment to be made and properly credited by the time it is due;
 - E. If you request a payment amount that is less than the minimum or more than the maximum dollar limit for an individual payment;
 - F. If we or our agent reasonably believes that a transaction may be unauthorized and based thereon the transaction is not completed;
 - G. If your equipment and/or the software were not working properly and this problem should have been apparent to you when you attempted to authorize a payment;
 - H. If circumstances beyond our or our agent's control prevent making a payment, despite reasonable precautions that we have taken. Such circumstances include but are not limited to computer failure, telecommunication outages, strikes and other labor unrest, delays caused by fires, floods, and other natural disasters.

I. If any part of a transaction appears to be in violation of federal, state or local law or regulation. There may be other exceptions stated in our agreements with you.

IV. Services and Limitations.

- A. Payments may generally be made on all VACU loan types, excluding mortgages; however certain conditions may apply.
- B. Payments may be funded by accounts at other financial institutions via debit card, Digital Wallet or ACH transfer. At your option, funding account information may be retained in the system for your future use and convenience.
- C. Two payments may be made within the same billing day, *provided they are made for different amounts*; otherwise they will be marked as duplicates and blocked.
- D. Payments cannot be made for any amount less than \$1.00 or greater than \$10,000.00.
- E. Payments may be made for less than the minimum payment due.
- F. Payments cannot exceed your current loan balance, less any amount currently in dispute.
- G. Payment amounts cannot exceed your amount due plus \$200.00.
- H. If you initiate a payment to be made over a weekend or on a federal holiday, the payment will be applied to your account on the next business day following your payment request.
- I. Payments completed before 7:00 PM ET will be applied to your loan account the same business day. Payments completed after 7:00 PM ET will be applied to your loan account the following business day.
- J. AutoPay and one-time scheduled payments can be cancelled by contacting VACU at (804) 323-6800 or (800) 285-6609 or by removing the AutoPay in Accounts in the Member Portal or canceling a scheduled payment in Payment History in the Member Portal. Cancellations must be made prior to 12:00 PM ET on its scheduled date.

Other restrictions may also apply.

V. Business and Processing Days. Business days for payment transactions are defined as Monday through Friday, excluding federal holidays. The processing day cut-off time is 7:00 PM ET, after which transactions will reflect an effective date of the next business day. Although loan payment transactions will only be processed on business days, you can generally access the service and submit payment requests 24 hours a day, seven days a week, except during any maintenance periods.

VI. Interruptions in Service. We may on a regular basis perform maintenance on our equipment or system, which may result in interrupted service or errors in the service. We also may need to change the scope of our service from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided.

VII. Fees and Returned Payments. You may be charged a fee for making one-time payments through this service. All applicable fees will be displayed on the payment information screen. The fee will be deducted from your bank account or charged to your debit card as part of the total payment amount. This fee is in addition to any fee that your bank or debit card provider may assess.

If any electronic payment is returned unpaid by your financial institution due to insufficient funds or any other reason, we may charge and you agree to pay a return item fee. You may also be charged late fees based on the terms and conditions of your loan agreement. We reserve the right to collect such fees in any manner deemed appropriate.

VIII. Relationship to Your Digital Wallet Provider. A Digital Wallet is a service offered exclusively by your Digital Wallet provider (e.g., Apple, Google, Venmo, Paypal) using devices deemed eligible by your Digital Wallet provider. A Digital Wallet is a registered trademark of your Digital Wallet provider. VACU does not own, operate, or control any Digital Wallet and is not responsible for any service provided to you by your Digital Wallet provider or by any third party engaged by your Digital Wallet provider. VACU likewise is not responsible for any information or other services provided to you by your Digital Wallet provider or any other third parties associated with any Digital Wallet. VACU is not liable for any failure or performance of any Digital Wallet or any third party's products or services.

IX. Disclaimer of Warranties. VACU makes no claims or warranties with respect to the operation of the associated service and shall not be liable for any system(s) failures or malfunction, except as

provided by law. This information is provided "AS IS" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. We make no representation as to the accuracy, timeliness, or completeness of the materials on the service's website. We may periodically amend, change, add, delete, update or alter the information, including, without limitation, the terms of use, at the website without notice. Further, we assume no liability or responsibility for any errors or omissions in the content of the website.

- X. Indemnification by User.** You agree to indemnify, defend and hold VACU harmless from any liability, loss, claim and expense, including attorney's fees related to your violation of these Terms or the use of the service, including technical support, and information provided at this website.
- X1. Privacy and Security.** You can see a full description of VACU's privacy and security policies by clicking on the "Privacy Policy" link on the VACU website.