

BILL PAYMENT SERVICES AGREEMENT

This Bill Payment Services Agreement and disclosure describes your rights and obligations as a user of the Bill Payment Services. It also describes the rights and obligations of My Personal Credit Union ("MPCU"). By requesting and using the Bill Payment Service, you agree to all of the terms and conditions of both this Agreement and also the Online Banking Agreement.

1. **Definitions.** The following definitions apply whenever the following terms are used in this Agreement:
 - a. "Authorized Representative" means a person you have authorized to access and make transactions with respect to your account;
 - b. "Bill Payment" is the online service that enables the scheduling of bill payments using a personal computer;
 - c. "Online Banking" is the internet-based service providing access to your account(s);
 - d. "Online Accounts" means the accounts from which you will be conducting transactions using a Service;
 - e. "Password" is the code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, to establish your connection to the services;
 - f. "User ID" is the identification code we assign to you for connection to the Service;
 - g. "We" "us" or "MPCU" refers to My Personal Credit Union; and
 - h. "You" or "your" refers to the owner of the account or the Authorized Representative; and
 - i. "Service" means the Online Banking Service and the Bill Payment Service
 - j. "Business Day" means Monday through Friday, 9:00 a.m. to 5:00 p.m.
 - k. "Date of Transfer" means the date that is eleven (11) Business Days prior to the payment due date. This period of time is necessary for MPCU to comply with whatever form of payment is elected by payees to whom payments are scheduled to be made.
2. **Description of Service.** The Bill Payment Service permits you to use your internet-enabled device to direct payments from your designated online Bill Payment account to third parties you wish to pay (the "payee(s)"). Through the Bill Payment Service, you can pay bills from your designated Online Account to businesses or individuals. You should not use the Bill Payment Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments or court ordered payments. Payments to these payees will be your sole responsibility if delayed or improperly processed or credited. If you choose to use the Bill Payment Service to make such payments, MPCU will not be responsible for delays in processing. Your Bill Payment account must be a checking account, but you may designate multiple checking Online Accounts as Bill Payment Accounts. All payments you make will be deducted from your designated Online Account. Any payments you wish to make through this service must be payable in US Dollars to a payee located in the Continental United States. We reserve the right to restrict the types of payees to whom payments may be made using the Service from time to time.
3. **Scheduling Payments.** You may choose to schedule fixed payments or variable payments. If you choose a fixed payment for a bill, that bill will be paid automatically each billing period. If you choose a variable payment for a bill, that bill will not be paid until you enter the amount of the current bill. When you create a new payee in the Bill Payment Service, it has a temporary status until we have had sufficient time to set up the Online Account, and, for your business payees, verify information about your account. You should schedule a payment to a new payee at least ten (10) business days before any payment due date, to allow us time to set up the payee and verify information about your account with the payee. For all subsequent payments, you agree to allow at least five (5) business days between the date you schedule a payment to be initiated and the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period. If you do not, you will be fully responsible for all late fees, finance charges or other action taken by the payee. You may change or skip payments that are fixed payments. However, you must allow at least three (3) business days after we

receive any change to information you have given us about a payee to reflect the change in our records. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, MPCU will work with the payee on your behalf to have any late fees or charges reversed.

4. **Schedule of Fees.** MPCU may charge a fee for the Bill Payment Service. Please see the Schedule of Fees posted on the MPCU website for fees you will be charged for the Service, including fees for each stop-payment order that you give. These fees will be deducted automatically from your Bill Payment Account. MPCU may change its fees or impose new fees at any time after providing you with notice of changes to the Schedule of Fees. By using the Service, you agree to the Schedule of Fees posted on the MPCU website at the time of your transaction. In the event MPCU determines there is an error in the posted Schedule of Fees, we will charge the correct fee or the fee in effect immediately before the posted error change, whichever is lower. The Schedule of Fees in effect as of the date of this Agreement is attached to this Agreement.
5. **Time of Transaction.** If the Online Banking session during which you schedule a payment or transfer ends by 5:00 p.m., MPCU will be considered to have received it on that day. Otherwise, it will be considered received on the following business day. For all entries made using the Services, the time recorded by the Online Banking Service will be considered the official time of the transaction.
6. **Available Funds.** Funds must be available in your Online Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non-business day, funds must be available in your Online Account the following business day. After funds are withdrawn from your Online Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check. Transfers will be debited from your Online Account at the time the transfer is effected.
7. **Insufficient Funds.** If your Online Account does not have sufficient funds to make a payment as of the date and time the payment is debited to your account, the Bill Payment Service will automatically block future Bill Payment Service to the Account until the Account has sufficient funds to make the payment. MPCU will attempt to notify you by email or U.S. Postal Mail regarding your insufficient funds, but MPCU will have no obligation or liability to you if it does not complete a payment because there are insufficient funds in your Account to process a payment. In all cases, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through the Service. For fixed payments, only the payment currently scheduled will be impacted. Fixed payments scheduled for future dates will not be affected, provided sufficient funds to make the payment are in the account at that time.
8. **No Duty to Monitor Payments.** MPCU is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. MPCU will not be liable in any way for damages you incur for any of the following reasons:
 - a. Insufficient funds in your Bill Payment Account to make payment on the processing date;
 - b. Delays in mail delivery;
 - c. Changes in the payee's address or account number that you fail to advise us of in advance;
 - d. Failure of any payee to correctly account for or credit the payment in a timely manner;
 - e. Failure to keep your account information, password, or user ID confidential;
 - f. Changes in your address that you fail to advise us of in advance;
 - g. Any other circumstances beyond the exclusive control of MPCU.
9. **Cancel or Change Payment Instructions.** If you have told us in advance to make payments out of your Online Account, you can stop or change any of these payments as follows: Call us at (616) 452-2161 and ask for Member Services or by going to the Pending Payments screen on the online Banking Website, selecting the Payment to be cancelled, and clicking on Delete Payment. In either case, your request must reach us at least three (3) business days before the Date of Transfer. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days. Please see the Schedule of Fees on the MPCU website for the amount you will be charged for each stop payment order. Stop payment orders on specific payments, whether oral, written, or electronic, will be in effect for a period of six (6) months. After six (6) months, any stop payment

will terminate and must be renewed in order to continue in effect. MPCU may pay any item that is presented following the lapse of any stop payment order.

10. **No Signature Required.** When any payment or other online service generates items to be charged to your account, you agree that we may debit your Online Account without requiring your signature on the item and without prior notice to you.
11. **Multiple Person Bill Payment Accounts.** If more than one person has access to a Online Account, each person may individually enroll in the Bill Payment Service. Each enrolled person needs a unique password, but may choose to use the same payee list. Each individual may terminate his/her enrollment in the Bill Payment Service without affecting the service for any other person enrolled in Bill Payment Services for that Online Account. However, any enrolled person may terminate the Bill Payment Service for an Online Account, which will terminate the Bill Payment Service for all enrolled persons on that Online Account.
12. **Terms and Termination.** This Agreement will become effective on the date it is executed and shall remain in full force and effect until termination in accordance with the following provisions:
 - a. **Termination for Cause.** We may immediately terminate your Online Banking privileges without notice to you if you fail to pay any fee required by this Agreement when due; or you fail to comply with the Agreement (or the Online Banking Agreement) governing your deposit or loan accounts, or any of your Online Accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.
 - b. **Other Termination.** To terminate this agreement, you must notify MPCU and provide your name, address, the service(s) you are discontinuing and the termination date of the service(s). You may notify MPCU by one of the following methods:
 1. By sending an email by using the Secure Form on the Online Banking website;
 2. By writing a letter and sending it to My Personal Credit Union, Attention: Member Services; 1414 Burton, S.W., Wyoming, Michigan, 49509.
 - c. **Inactive Accounts.** We may convert your Online Account to inactive status if you do not sign on to the Service or have any transactions scheduled through the Service during any consecutive 90 day period. If your Online Account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service. We may terminate your Online Banking and Bill Payment privileges if your Online Account becomes inactive.
 - d. **Termination of Prescheduled Bill Payments.** When the Bill Payment Service is terminated, any prescheduled bill payments made through Online Banking will also be terminated. Your final charge for the Bill Payment Service will be assessed at the end of your statement cycle.
13. **Error Resolution.** In case of errors or questions about your use of the Service, call (616) 452-2161 or write us at My Personal Credit Union, Attention: Member Services, 1414 Burton, S.W., Wyoming, Michigan, 49509, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared. When you contact us, tell us your name and account number, 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, and tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you in writing and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account for the amount you think is in error within 10 business days, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your request in writing and we do not receive it within 10 business days, we may not credit your account. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. You may notify us of errors or questions by telephone, writing, or email using the email icon provided in our Online Banking site.

14. **MPCU's Liability.** This section explains our liability to you only to the extent that any other agreements, notices, or disclosures have not separately disclosed our liability. In no event will MPCU be liable to you for failure to provide access to the Service, unless otherwise required by applicable law. We are only responsible for performing the Service as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence. We will not be liable to you in any other instance, including the following:
- a. If, through no fault of MPCU, you do not have enough money in your Online Account to make a transfer;
 - b. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents a transfer despite reasonable precautions that we have taken;
 - c. If there is a hold on your Online Account or if access to your Online Account is otherwise blocked, in accordance with credit union policy;
 - d. If your funds are subject to a legal proceeding or other encumbrance restricting the transfer;
 - e. If your transfer authorization terminates by operation of law;
 - f. If you believe someone has accessed your Online Account without your permission and you fail to notify MPCU immediately;
 - g. If you have not properly followed the instructions on how to make a transfer;
 - h. If we have received incomplete or inaccurate information from you or a third party involving the Online Account or transfer;
 - i. If we have a reasonable basis for believing that unauthorized use of your password or account has occurred or may be occurring or if you default under this agreement or any other agreement with us, of if this agreement is terminated; and
 - j. If the Online Banking system was not working properly and you knew or reasonably should have known about the breakdown when you started the transfer.

IN NO EVENT WILL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT

We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider, an internet access provider, or an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Account. MPCU is not responsible for any electronic virus or viruses that you may encounter while using the Service.

15. **Minors.** The Service is available to all members and joint members aged 18 and older. Persons under the age of 18 may not enter into this Agreement. You may allow your children and/or other persons to use the Service, but you remain fully responsible for the actions of all persons you permit to use the Service.
16. **Joint Accounts.** If your account is a joint account, all account holders must agree to comply with the terms and conditions of this Agreement.
17. **Other Agreements.** In addition to this Agreement, you and MPCU agree to be bound by and comply with the requirements of the account Agreements applicable to each of your Online Accounts. Your use of the Service is your acknowledgment that you have received these agreements and agree to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule contained in this Agreement posted on the Online Banking website.
18. **Changes and Modifications.** MPCU may modify the terms and conditions applicable to the Service from time to time. You agree that we may elect to send any notice to you via email, and you will be deemed to have received it 3 days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by

applicable law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

19. **Assignment.** We may assign this agreement to an affiliate of MPCU or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent. .
20. **Notices.** You agree that, unless otherwise required by applicable law, any notice or written communication given pursuant to this agreement may be sent to you electronically or by mail, at our option
21. **Disclosure of Information.** We will disclose information to third parties about your account or transfers you make (a) where it is necessary for completing transfers; or (b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or (c) in order to comply with a governmental agency or court orders; or (d) if you give us your written permission. Please review MPCU's privacy policy for further information regarding the disclosure of information.
22. **Governing Law.** This agreement is governed by the laws of the State of Michigan.

My Personal Credit Union

1414 Burton, S.W.
Wyoming, MI 49509

616-452-2161

Dated: _____

Member

Member Tax Identification Number

Member Account Number

Fee Schedule For Following Accounts*

Effective June 1, 2011

Savings Accounts: Membership Savings; Additional Savings; Holiday Savings; Vacation Savings; Prosper Savings; Escrow Savings
Checking Accounts: Free Checking; Select Checking; Optimum Checking
Money Market Savings Accounts: Money Market Savings; Success Money Market Savings, Individual Retirement Accounts

Fees you could be charged

Holiday Savings Account

Early withdrawal fee \$5.00 each

Checking Accounts

Free Checking No monthly fees

Select Checking with Interest \$5.00 per month (if average daily balance falls below \$1,000)

Optimum Checking \$10.00 per month (if average daily balance falls below \$10,000)

Prosper Savings Account (also see misc. fees)

Excessive withdrawal fee \$10.00 each (if over 6 total per month)

If fall below minimum during month \$10.00 fee

Money Market Account, Success Money Market (also see misc. fees)

Check Printing (optional) \$10.00 for 25 checks (Success MMA = free printing)

Excessive withdrawal fee \$10.00 each (if over 6 total per month)

If fall below minimum during month \$10.00 fee

Miscellaneous

Dormant Account (if no activity for 12 months) \$5.00 each month

Non-Sufficient Funds Fee \$30.00 (includes NSF's from Debit and ATM transactions)

Overdraft Fee \$30.00 (applies to overdrafts created by check, ATM withdrawal, or other electronic means)

Online Banking Free

Online Bill Pay Free

Expedited Payment By Electronic Vendor \$5.00

Expedited Payment By Check Vendor	\$25.00
Year End CD of Bills & Payments	\$25.00
Research Services/Checkbook Balancing	\$20.00 per hour
Fax/Copy	\$1.00 per page
Returned Presented Checks	\$10.00
Savings Account Early Closure Fee	\$15.00 (charged if closed within 180 days of opening date)
Account Re-Open Fee	\$15.00 (if within one year of closing)
Stop Payment Fee (includes Cashier's Checks)	\$30.00
Bad Address	\$5.00 per mail item returned
Verification of Deposit Request	\$5.00
Tax Levy/Garnishment	\$50.00
Wire Transfer Outgoing (Domestic)	\$20.00
Wire Transfer Outgoing (International)	\$30.00
Wire Transfer Incoming (International)	\$12.00
IRA Rollover Outbound	\$20.00 (from Savings Account)
IRA Administration Fee (annual; one fee per member)	\$10.00 (from Savings Account)
IRA Early Withdrawal (if before age 59 ½)	\$20.00
Originate Loan Payment From Other Financial Institution	\$5.00 per time
<u>ATM/Debit Card Fees</u>	
Deposits	Free
Purchases (Point of Sale Credit Transactions)	Free (Tell merchants to process your purchase as a "credit" transaction)
First Card	Free
Replacement/Additional Card	\$5.00
PIN Reorder	\$3.00
MasterCard Debit Card Foreign Country Transaction Fees	
Currency Conversion	.2%
Issuer Cross-Border Assessment	.8%

Safe Deposit Boxes (not all sizes available at all branches)

3" x 5"	\$28.00	5" x 10"	\$60.00
3" x 10"	\$42.00	10" x 10"	\$72.00
6" x 5"	\$42.00		

*For additional free services and potential fees, see our Member Rewards Brochure. Updated 6/1/11.

Fee Schedule For the Following Business Accounts

Effective June 1, 2011

<u>Monthly Service Fees</u>	<u>Fees You Could Be Charged</u>
Business Savings	None
Business Checking	None
Business Interest Checking	\$5.00 (Balance to avoid fee = \$1,000 average daily balance)
<u>Checking & Money Market Accounts</u>	
Stop Payment Fee (includes Cashier's Checks)	\$30.00
Returned Checks (deposited)	\$10.00
Check Printing	Varies upon style (Clarke American Business Products)
Check Copies	Free through Online Banking; otherwise \$3.00
<u>ATM/Debit Card Fees</u>	
Deposits	Free
Transactions (incl. withdrawals, transfers, inquiries and denials)	
MPCU ATM	Free
Non-MPCU ATM	\$1.95/each
Purchases (Point of Sale Transactions)	Free (always indicate to merchants to process your purchase as a "credit" transaction)
Automatic Overdraft Transfers	\$5.00 (must be set up; to cover check, ATM, debit withdrawals)
First Card	Free
Replacement/Additional Card	\$5.00
PIN Reorder	\$3.00
MasterCard Debit Card Foreign Country Transaction Fees	
Currency Conversion	.2%
Issuer Cross-Border Assessment	.8%
<u>Miscellaneous</u>	
Cashier's Checks	\$5.99
Money Orders	\$2.00

Account History/Statement Copies	\$5.00
Non-Sufficient Funds Fee	\$30.00 (includes NSF's from Debit and ATM transactions)
Overdraft Fee	\$30.00 (applies to overdrafts created by check, ATM withdrawal, or other electronic means)
Telephone Transfers	Free through Access 24 or Online Banking; Otherwise \$5.00
Fax/Photo Copies	\$1.00 per page
Bad Address	\$5.00 per mail item returned
Verification Of Deposit Request	\$5.00
Wire Transfer Outgoing (Domestic)	\$20.00
Wire Transfer Outgoing (International)	\$30.00
Wire Transfer Incoming (International)	\$12.00
Research Services/Checkbook Balancing	\$20.00 per hour
Account Reopen Fee	\$15.00 (if within one year of opening)
Dormant Account (if no activity for 12 months)	\$5.00 each month
Tax Levy/Garnishment	\$50.00
Online Banking	Free
Online Bill Pay	Free
Expedited Payment By Electronic Vendor	\$5.00
Expedited Payment By Check Vendor	\$25.00
Year End CD of Bills & Payments	\$25.00
Night Deposit Bags	\$15 per bag (including 1 key); Key replacement = \$5.00/each
Treasury Tax & Loan Deposits (Payments)	Free, with checking account; \$5.00 each if no checking

Money Market Account

Excessive withdrawal fee	\$10.00 each (if over 6 total per month)
If fall below \$2,500 minimum during month	\$10.00 fee
Check Printing	\$10.00 for 25 MMA checks w/cover, register, dupl. checks

Success Money Market Account

Excessive withdrawal fee	\$10.00 each (if over 6 total per month)
If fall below \$50,000 minimum during month	\$10.00 fee
Check Printing	Free for 25 MMA checks w/cover, register, duplicate checks

Safe Deposit Boxes

3" x 5"	\$28.00	5" x 10"	\$60.00
3" x 10" or 6" x 5"	\$42.00	10" x 10"	\$72.00