

LANGLEY FEDERAL CREDIT UNION  
TERMS AND CONDITIONS AGREEMENT  
FOR THE INTERNET BILL PAYMENT SERVICE

This document provides information about the Internet Bill Payment service.

1. **ELECTRONIC DISCLOSURE OF THE TERMS AND CONDITIONS AGREEMENT FOR THE INTERNET BILL PAY SERVICE.** I acknowledge electronic receipt of the Terms and Conditions Agreement ("Agreement") associated with Langley Federal Credit Union's ("Langley Federal") Internet Bill Pay service and agree that I have read and will abide by this Agreement. I also agree that Langley Federal 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.
2. **REFERENCES.** All references within this disclosure to the terms:
  - A. "We," "us" or "our" shall refer to Langley Federal Credit Union (LFCU).
  - B. "You," "your" or "yours" shall refer to each person authorized to pay bills.
3. **LFCU INTERNET BILL PAY SERVICE.** Bill Pay is a consumer electronic service made available pursuant to a license agreement by and between LFCU and CheckFree Services Corporation ("CheckFree"). It requires a personal computer (PC) and is accessed through Langley Federal Credit Union's web page on the Internet. Any interruption of service or access caused by CheckFree will also prevent your use of the Bill Pay service. To utilize the Bill Pay service, you will need to enter your assigned PIN and satisfy the system's security procedures.
4. **EQUIPMENT AND TECHNICAL REQUIREMENTS.** You understand that to have Bill Pay service access, you are required to have a PC with Internet access. If two or more persons have access to the Personal Identification Number (PIN) and are joint owners of the accounts accessed through Bill Pay each may have access to those accounts.
5. **GENERAL INFORMATION ABOUT BILL PAY.** You may use Bill Pay virtually any time, day or night, seven (7) days a week. However, Bill Pay may be temporarily unavailable due to LFCU record updating, or technical difficulties.
6. **BILL PAYMENTS.**
  - A. Processing. 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 or your authorized user through the Internet Bill Pay service. When the Service receives a payment instruction, you authorize it to debit your Payment Account at LFCU and remit funds on your behalf to the designated merchant so that the funds arrive as close to the Business Day designated by you as reasonably possible.

B. LFCU is responsible only for exercising ordinary care in making payments upon your authorization and for mailing or sending a payment to the designated payee. We will use our best efforts to make all your payments properly. However, we shall incur no liability if we are 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) You do not have sufficient funds in your Payment Account or the transfer would exceed the credit limit of your established line of credit, if applicable, to make the payment on the processing date (Note: LFCU may at its option, pay a scheduled bill payment which exceeds the balance in the Payment Account by transferring the amount of the resulting overdraft from the share account indicated on the Checking Agreement. Per Federal regulation, preauthorized telephone, Internet or automatic transfers from shares to cover checking overdrafts cannot exceed six in number per calendar month.)

## 7. LIMITATIONS ON SERVICES

A. Dollar Limitations. There is a dollar limit of \$99,999.99 (or the available balance in your Payment Account, plus your overdraft line of credit available balance if applicable, whichever is less) on any payment.

B. Available Funds Required. All Bill Payments initiated through Bill Pay are subject to there being sufficient funds available in the affected account to cover the transfer on the approximate debit date.

## 8. CHARGES OR FEES

A. A \$25.00 Non-Sufficient Fund (NSF) fee will be charged on all bill payments submitted by either check or ACH direct debit in which sufficient funds are not available. Bill payments returned due to non-sufficient funds may be resubmitted and a \$25.00 fee will be assessed for each occurrence.

B. Additionally, charges for other transactions and optional services (e.g., Stop Payment Fees) are specified in Langley Federal Credit Union's Schedule of Fees and Charges.

C. You agree to pay such fees and charges, and authorize LFCU to charge your designated Payment Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your share or loan accounts will continue to apply.

D. By enrolling for and using this Bill Pay Service you agree that LFCU has the right to collect funds from all of your share accounts as well as the available balance on your line of credit accounts\* to recover funds for all payments that have been requested by you and your authorized user; this includes accounts on which you are the primary member-owner, as well as accounts you are the joint-owner. \*Your minimum monthly payment may change as a result of the advance. You agree to review your monthly periodic statement for a change in the minimum payment amount.

- E. You are responsible for any and all telephone access fees or Internet service fees that may be assessed by your telephone utility and/or Internet Service Provider.

9. **SECURITY PROCEDURES**

- A. To access the Internet Bill Pay Service you will need to log onto the Langley Federal Internet account access service, L@ngley Link (using your member number and Password associated with this service) and then click on the Pay Bills icon on the navigation bar.
- B. You represent that you have considered the security procedures of the Service and find that the security procedures are commercially reasonable for verifying that a Bill Payment or other communication implied to have been issued by you is, in fact, yours. In reaching this determination, you have considered the size, type and frequency of Bill Payments or other communications that you anticipate issuing to LFCU.
- C. If the Bill Pay security procedures are not, in your judgment, commercially reasonable, you must inform us within 30 days. If the size, type and frequency on your Bill Payments change, and the result is that the Bill Pay security procedures cease to be commercially reasonable, you must also inform LFCU of this within 30 days.
- D. You agree that Langley Federal may revoke your Internet Bill Pay service if unauthorized transactions occur as the apparent result of negligence in the safeguarding of the member number and Passwords belonging to you and/or your authorized user. Further you agree that, if Langley Federal is notified that you have included the credit union in the filing of a petition of bankruptcy, Langley Federal may revoke or refuse to grant you Internet Bill Pay service and or Langley Federal internet account access.

10. **OTHER CONDITIONS.** You are responsible for complying with all terms of this Agreement and Disclosure and the regulations governing the checking account which you access using Bill Pay. LFCU can terminate your Bill Pay privileges without notice to you if you do not pay any fee required in this Agreement and Disclosure when due or if you do not comply with those agreements. The regulations governing your checking account are set forth in LFCU's Checking Account Agreement and Disclosures, a copy of which is available from any branch location.

11. **ACCOUNT RULES AND REGULATIONS.** All transfers from your Payment Account with us are subject to the Rules and Regulations of the credit union, our Funds Availability Disclosure, our Fee Schedule, and the affected loan agreement. You received copies of these documents, and they are available at any of our branches, or by calling us at 757-827-7200 ext. 4455 or 1-800-826-7490 ext. 4455. We reserve the right to amend these documents as provided in the respective texts of these documents.

12. **CHANGES AND AMENDMENTS.** The terms of this Agreement and Disclosure, applicable fees and service charges may be changed or amended, without notice, to conform to Rules and Regulations as set forth by government agencies and Langley Federal Credit Union. In such event, we shall send notice to you at your address of record or by secure electronic message via the Langley Federal Internet Account Access system L@ngley Link. Any use of the Bill Pay service after LFCU sends you a notice of change will constitute your agreement to such change(s).
13. **COLLECTION FEES.** If we initiate any legal action to collect money owed to us under the disclosure, including counterclaims, you agree to pay all reasonable court costs and attorney's fee, as well as any late charges, which might be imposed. You also agree that such suit may be brought in Hampton, Virginia or the jurisdiction selected by Langley Federal Credit Union. Additionally, you authorize Langley Federal Credit Union to obtain a credit report should one be needed for collection purposes.
14. **TERMINATION OR DISCONTINUATION**
  - A. You may discontinue the Bill Pay service at any time via the Internet. You must choose the 'Stop Bill Payment Service' option that is available through the 'Additional Functions' button within the Bill Payment service.
  - B. Langley Federal may terminate the Bill Pay service to you at any time with cause, but without advance notice. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.
  - C. You agree that Langley Federal may revoke your Internet Bill Pay service if unauthorized transactions occur as the apparent result of negligence in the safeguarding of the member number and Passwords belonging to you and/or your authorized user. Further you agree that, if Langley Federal is notified that you have included the credit union in the filing of a petition of bankruptcy, Langley Federal may revoke or refuse to grant you Internet Bill Pay service and or Langley Federal internet account access.

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### **USE OF A THIRD-PARTY BILL PAY SERVICE PROVIDER**

CheckFree Services Corporation ("CheckFree") is the third-party bill pay service provider that Langley Federal has contracted with to provide bill pay services to its members. CheckFree will be processing bill payments and answering questions directly related to such member-initiated bill payments. Accordingly, the term "Customer Service" represents the customer service provided by CheckFree to Langley Federal's bill pay subscribers on Langley Federal's behalf. Langley Federal, at its sole discretion, reserves the right to change internet Bill Pay service providers. Please carefully read CheckFree's Terms and Conditions of the Bill Payment Service below. The CheckFree Terms and Conditions will remain available for viewing and printing within the Web Bill Pay Service.

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## **CHECKFREE**

### **TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE**

#### **SERVICE DEFINITIONS**

"Service" means the bill payment service offered by Langley Federal Credit Union.

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

"Biller" 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.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

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

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

#### **PAYMENT SCHEDULING**

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

#### **THE SERVICE GUARANTEE**

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

## **PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE**

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

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment 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 Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is 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 Service, your Payment 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 Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions 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 Biller 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 Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

## **PAYMENT METHODS**

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment. (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

### **PAYMENT CANCELLATION REQUESTS**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

### **STOP PAYMENT REQUESTS**

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

### **PROHIBITED PAYMENTS**

Payments to Billers outside of the United States or its territories are prohibited through the Service.

### **EXCEPTION PAYMENTS**

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

### **BILL DELIVERY AND PRESENTMENT**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

## **EXCLUSIONS OF WARRANTIES**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **PASSWORD AND SECURITY**

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 1-888-918-7456 during customer service hours.

## **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

## **ERRORS AND QUESTIONS**

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

1. Telephone us at 1-888-918-7646 during customer service hours;
2. Write us at:

Langley Federal Credit Union  
560 Carillon Parkway  
St. Petersburg, FL 33716

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

1. Tell us your name and Service account number;
2. 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; and,
3. 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 Payment 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 Payment 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 Service may revoke any provisional credit provided to you if we find an error did not occur.

#### **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 transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

#### **SERVICE FEES AND ADDITIONAL CHARGES**

Any applicable fees will be charged regardless of whether the 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 Service to deduct the calculated amount from your designated Billing 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.

#### **FAILED OR RETURNED TRANSACTIONS**

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

#### **ALTERATIONS AND AMENDMENTS**

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides 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 applications, 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 applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

#### **ADDRESS OR BANKING CHANGES**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

#### **SERVICE TERMINATION, CANCELLATION, OR SUSPENSION**

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us at 1-888-918-7646 during customer service hours; and/or

2. Write us at:

Langley Federal Credit Union  
560 Carillon Parkway  
St. Petersburg, FL 33716

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

### **BILLER LIMITATION**

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

### **RETURNED PAYMENTS**

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

### **INFORMATION AUTHORIZATION**

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

### **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 an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

## **ASSIGNMENT**

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

## **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 of this Agreement.

## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

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.