

BILL PAYER DISCLOSURE

This is your bill paying agreement with Omaha FCU. You may use Omaha FCU's Bill Paying service, to direct Omaha FCU to make payments from your designated Share Draft/Checking Account to the Merchants you choose in accordance with this agreement. The terms and conditions of this Agreement are in addition to the Account agreements, disclosures and other documents in effect from time to time governing your Account.

NOTICE: BILL PAY IS OFFERED FREE IF YOU PAY AT LEAST 1 BILL EACH MONTH, AND ARE SIGNED UP FOR OMAHA FCU E-STATEMENTS AND DIRECT DEPOSIT. IF YOU FAIL TO PAY AT LEAST 1 BILL DURING A MONTH, OR DISCONTINUE EITHER YOUR E-STATEMENTS OR DIRECT DEPOSIT, YOUR OMAHA FCU ACCOUNT WILL BE CHARGED A \$5 PER MONTH SERVICE FEE. THIS FEE WILL BE REFLECTED ON YOUR OMAHA FCU STATEMENT.

"You" or "your" means each person who signs the bill paying enrollment form or is otherwise authorized to use the Service. "Merchant" means anyone, including Omaha FCU, you designate and the Financial Institution accepts as a payee.

ACCESSING BILL-PAY

You can access BILL PAY through the Virtual Branch web site. Simply login to Virtual Branch using your Virtual Branch User Id (usually your Omaha FCU account number) and your password. Once you are logged into this service, you will see a tab which says "Bill Payer". Click on this tab and you will be directed to the Bill Pay web site. There is not a separate user name or password for this service.

HOW TO SET UP MERCHANTS/PAYMENTS

To set up a new merchant, click on the Bill Pay tab in Virtual Branch and click "add merchant". Fill in the required information and submit the request. You can add merchants/change merchants/change information and delete merchants at your discretion. Omaha FCU reserves the right to refuse the designation of a merchant for any reason.

Omaha FCU is not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Merchant or if you attempt to pay a Merchant that is not on your Authorized Payee list.

THE BILL PAYING PROCESS

Omaha FCU will process variable payments on the business day (Monday through Friday, except holidays) you designate the bill to be processed, provided the payment request is received prior to the cut-off time set by Omaha FCU, which is currently 12:00 p.m. noon CST. Variable bill requests received after the business day cut-off time, or at any time on a non-business day will be processed on the next business day. Omaha FCU reserves the right to change the cut-off time by giving you notice if it changes.

FOR RECURRING PAYMENT REQUESTS, IF YOU DESIGNATE A PROCESSING DATE OF THE 28TH THROUGH THE 31ST OF A MONTH, PROCESSING WILL BE INITIATED ON THE LAST CALENDAR DAY OF THE MONTH. Otherwise, recurring payment requests will be process on the dates you have designed, unless such date falls on a non-business day resulting in your payment being processed on the previous business day.

YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS FOR EACH BILL PAYMENT (RECURRING OR VARIABLE) TO REACH THE MERCHANT. (IT IS THE RESPONSIBILITY OF THE SUBSCRIBER TO SCHEDULE/ACTIVATE RECURRING PAYMENTS.)

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all Bill Payments requested, as well as, any other payment obligations you have at Omaha FCU. Omaha FCU reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the Account and Omaha FCU has not exercised its right to reverse or reject a Bill Payment, you agree to pay for such payment

obligation on demand. You further agree that Omaha FCU, at its option, may charge any of your Credit Union accounts to cover such payment obligations.

Any Bill Payment can be changed or canceled, provided you access the Service prior to the cut-off time (12 p.m. noon CST) on the business day your payment is to be processed.

You are solely responsible for controlling the safekeeping of, and access to, your Personal Identification Number (PIN). You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify Omaha FCU and change your PIN. You will be responsible for any Bill Payment request you make that contains an error or is duplicate of another Bill Payment. Omaha FCU is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. Omaha FCU is not liable for any failure to make a Bill Payment if you fail to promptly notify Omaha FCU after you learn that you have not received credit from a Merchant for a Bill Payment. Omaha FCU is not responsible for your acts or omissions or those of any other person including without limitation, any transmission or communications facility, and no such party shall be deemed to be Omaha FCU's agent. In any event, Omaha FCU will not be liable for any special, consequential, incidental or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if Omaha FCU has knowledge of the possibility of them. Omaha FCU is not liable for any act, failure to act or delay in acting if it is caused, in whole or part, by any cause beyond Omaha FCU's reasonable control.

AMENDMENT AND TERMINATION

Omaha FCU has the right to change the Agreement at any time by notice mailed to you at the last address shown for your account on Omaha FCU's records, by posting notice in branches, or as otherwise permitted by law.

Omaha FCU has the right to terminate the Agreement at any time. You may terminate this Agreement at any time. Omaha FCU is not responsible for any fixed payment made before we have time to act on your termination notice. You remain obligated for any payments made by Omaha FCU on your behalf.

FEES

BILL PAY is offered to members free if they pay at least 1 bill each month, and have signed up for Omaha FCU e-Statements and Direct Deposit. If any month, a member fails to pay at least 1 bill through this service or discontinues the Direct Deposit or e- Statement service, a \$5 monthly fee may be assessed and deducted from the member's Omaha FCU account.

Additional Charges for Member requested Services and Other Items.

These charges will only be assessed if you request one or more of the services listed here. There will be NO Charge for any item if needed to correct an Omaha FCU error.

- Written Correspondence to Merchant..... \$10.00
- Per proof of Payment not necessitated by a dispute..... \$10.00
- Per payment canceled after cut-off time and prior to disbursement..... \$7.50
- Payments returned due to member error..... \$30.00
- NSF fee \$30.00

Omaha FCU reserves the right to charge you for research time involving payments no longer available in your history. You will be informed of any such charges before they are incurred.

SPECIAL DISCLOSURES REGARDING BILL PAYING

Bill payments are processed by Electronic Funds Transfer (EFT). Please see the Electronic Funds Transfer Disclosure Statement on the web which discloses important information concerning your rights and obligations.