



## Quick Pay Terms and Conditions

The purpose of this document is to document the Terms and Conditions regarding the payment system offered to you on behalf of Vibe Credit Union. These Terms and Conditions are a legally binding Agreement governing your use of the payment system. By using the services, permitting any person to do so on your behalf or using the service on someone else's behalf, you agree to these Terms and Conditions ("Terms"). If you do not agree to these Terms, you must discontinue your access to the site and not use the payment service. You agree to review the Terms regularly and your continued use will constitute your agreement to any changes.

### Definitions

Vibe Credit Union and its third-party service providers are referred to as we, us and our throughout this Agreement.

The individual/member that is using the services or products is referred to as you and your.

You or an individual which you allow access to use the service is an Authorized User.

A recurring payment made by you to be processed on the designated date, or a payment submitted in a scheduled pattern on the dates and in the amount designated by you, is a Recurring Payment.

The organization to which you instruct us to make a payment on your behalf is a Billing Entity.

The account you have directly with the Billing Entity is an Account.

Monday through Friday, excluding Federal Reserve holidays are Business Days.

A checking account, savings account or debit card account held at a United States financial institution or a credit card account from which Payments and fees (if applicable) will be debited is a Source Account.

Remittance initiated by you through the service is considered a Payment.

The current or future calendar day you elect your Source Account to be debited and for Vibe Credit Union to receive the Payment is the Payment Date.

The information provided by you to make a Payment through the Payment service is the Payment Instruction.

The Source Account information you may save to make future Payments is called Stored Pay Accounts.

A Payment that has been scheduled to process on a future date is a Scheduled Payment.

### Privacy Policy

We reserve the right to place various cookies or similar files on your computer to record preferences you have entered and for security or user authentication purposes. Additional information regarding collection and use of your personally identifiable information is set forth in our privacy policy located on our website.

### Payments

You attest to be an Authorized User of the Source Account. You authorize us to follow your Payment Instructions. When we receive a Payment Instruction from you, you authorize us to debit or charge your Source Account for the amount of any Payment plus any related fees in effect at the time you initiate the Payment Instruction and to remit funds on your behalf. You acknowledge and agree that a fee may be charged to you to process transactions pursuant to these Terms.

Any such fees will be disclosed to you prior to completing the Payment Instruction. You hereby agree to pay any applicable fees which may be charged. You also authorize us to credit your Source Account if any Payments are returned. To process Payments more effectively, we may edit or alter Payment data or data formats. We will use reasonable efforts to complete your Payments properly and in a prompt manner. However, we are not liable if the service is unable to complete any Payments initiated because of the existence of any of the following circumstances or other reasons identified in these Terms. These circumstances include non-sufficient funds, incorrect Source Account information, or when the processing center is connecting properly. Additionally, any circumstances beyond our control such as, fire, flood, or other acts of God. Provided none of the exceptions are applicable, if we cause an incorrect amount of funds to be removed from your Source Account or cause funds from your Source Account to be directed in a manner that does not comply with your Payment Instructions, our sole responsibility to you shall be to return the improperly transferred funds to your Source Account. You are responsible for ensuring that there are sufficient funds available in your Source Account to cover any amount you authorize for Payment. If you do not have sufficient funds in your Source Account, your Payment may not be processed. Your Payment may not be processed after a credit or debit card expires. If the calendar day you elect falls on a non-Business Day or after the daily cutoff time for the Payment service, the actual Payment date and the actual date your Source Account will be debited will be the following Business Day. In the event your Payment is not processed for any reason, including the failure to obtain an authorization from your card issuer or financial institution or you have not provided us with the correct information, your liability shall remain outstanding and unpaid and you will be subject to all applicable penalties, late fees and interest charges assessed thereon, of which all obligations remain your sole responsibility. Any fees associated with your Source Account, including without limitation any assessed by your financial institution or credit card issuer, will continue to apply. You are also responsible for all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider in connection with your use of the Payment service. In using the Payment service, you understand that Payments may be returned for various reasons, such as, but not limited to, the account number being invalid, or your account is paid in full. You may be assessed fees by us or your financial institution as the result of any returns or insufficient funds related to your Source Account or charges refused by a card account. If you elect to use a Stored Pay Account, the following applies: You authorize the addition of Source Accounts to your profile when you add each account. It is your responsibility and you agree to ensure that the information maintained in your profile, including Source Account information, is accurate. If your Source Account number changes or your credit or debit card expiration date changes, you agree to make updates to your Source Account. You also authorize us to acquire such new or additional information regarding your accounts from our financial services partners and authorize the update of your Source Account information accordingly. All changes made by you or acquired by us will be effective for future Payments paid using the Source Account.

### Recurring Payments and Scheduled Payments

You may have the option of selecting Recurring Payments through our auto-pay feature. Please note the following: For Recurring Payments and Scheduled



Payments, we will debit the amount designated by you on the date or future dates you selected. It is your responsibility to ensure that all Source Account information is accurate, valid and up-to-date to ensure proper authorization of your Payment. We will not be responsible for any Payment processing errors or fees incurred if you fail to provide accurate Source Account information. You may terminate your participation in Recurring Payments online. It may take up to five (5) business days to process termination requests.

#### Communications

By providing a telephone number (including a mobile telephone number) and/or email address, you consent to receiving calls and/or text messages at the provided number and/or emails from us for business purposes including identity verification. You authorize us to send or provide via electronic communication any notice, communication, amendment or replacement to the agreement, Payment receipt, or disclosure required to be provided orally or in writing to you. You agree to receive any electronic communication provided to you and will not attempt to avoid receiving any such communication. You are deemed to have received any electronic communication provided to you when they are made available to you. By providing us with a telephone number (including a mobile telephone number), you consent to receiving autodialed and prerecorded message calls at that number for service-related purposes. It is your sole responsibility to ensure that your contact information is accurate in the Payment service. Data and messaging charges from your telecommunications provider may apply and you are responsible for the charges. In the event your enrolled mobile device is lost or stolen, you agree to update your information and make the appropriate changes to disable the use of the lost or stolen device.

#### Security

You agree not to give or make available your access or access credentials to the Payment product or service to any unauthorized individuals. You are responsible for all Payments you authorize using the Payment service or that are made using your access credentials. If you permit Authorized Users or other persons to use the Payment service, you are responsible for any transactions they authorize. If you believe that your access or access credentials to the Payment service has been lost, stolen or otherwise compromised without your permission, you must notify Vibe Credit Union. If you believe there have been any unauthorized transactions related to your Source Account, you should notify the financial institution associated with the Source Account immediately.

#### Modifications

These Terms, applicable fees and service charges may be amended by us. If changes occur, we will post revised Terms on the Payment site or provide a revised version to you by other methods. You may be required to accept the revised Terms to continue using the Payment service. Any use of the Payment service after a notice of change will constitute your agreement to such changes and revised versions. The revised version will be effective at the time it is posted or otherwise provided to you. We may revise or update the service applications, services or other material, which may render prior versions obsolete. We reserve the right to terminate the Terms and the service as to all such prior versions of the applications, services or other material and limit access to only the most recent revisions and updates. You authorize us to send or provide by electronic communication any notice, communication, amendment or replacement to the agreement or disclosure required to be provided orally or in writing to you. Your use of the service may be terminated or suspended at any time for any reason or no reason. Neither termination nor suspension shall affect your liability or obligations under these Terms.

#### Arbitration

For claims relating to our services under these Terms, the parties must resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. The party originating arbitration will initiate such arbitration through the American Arbitration Association or an established alternative dispute resolution administrator mutually agreed upon by both parties.

#### Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflicts of law's provisions. To the extent that the Terms conflict with applicable state or federal law, such state or federal law shall replace such conflicting provisions only to the extent required by law. In the event of such replacement, all other provisions of these Terms shall remain in full force and effect. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective affiliates arising under these Terms or the services, which instead shall be brought under the arbitration clause above.

#### Warranties Exclusions

We or our services providers will not be responsible or liable for the timeliness, deletion, delivery errors or failure to store any user communications or personalized settings. Nor are we responsible for any viruses which may affect your computer equipment or other property. Your access to the Payment service or any third party's inability or refusal to authorize a Payment or any other acts or omissions of third parties may not be controlled by us and we cannot be held liable. The site and 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 title, merchantability, fitness for a particular purpose and non-infringement. We do not guarantee continuous, uninterrupted or secure access to any part of our site or service, and operation of the site or service may be interfered with by numerous factors outside of our control. Some states do not allow the disclaimer of certain implied warranties, so the foregoing disclaimers may not apply to you. We or our service providers (or either of our respective officers, directors, owners, employees or affiliates) will not be liable for any damages of any kind arising from the use of the site or the service otherwise relating to this agreement, including without limitation any direct, special, indirect, incidental, consequential, punitive, exemplary or tort damages or lost profits, regardless of whether such claim arises in tort, contract or otherwise.

#### Hold Harmless

You agree to indemnify and hold us harmless and our affiliates, suppliers, service providers, licensors and contractors and the officers, directors, owners, agents, employees and contractors of each of these, from and against any and all loss, damage, liability, claim, demand, fees, costs, and expenses, including attorney's fees, resulting from your breach of these Terms and/or your access to or use of the Payment product and services.

#### Waiver

We shall not be deemed to have waived any of our rights or remedies hereunder unless a waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of rights or remedies or any other rights or remedies. A waiver on any one occasion should not be interpreted as a bar or waiver of any rights or remedies on future occurrences.



**Severability Clause**

In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part, and not the entire Agreement, will be inoperative.