BETHPAGEFEDERAL CREDIT UNION
TELEPHONE AND INTERNET BILL PAYMENT EFT AGREEMENT

BUSINESS ACCOUNTS, please click here

In this agreement the words "you" and "your" mean the member(s) of the Credit Union. The words "us", "we", "BFCU", "Bethpage" and "our" mean Bethpage Federal Credit Union. The word "Vendor" means the company we contract with to provide the telephone and internet bill paying services. The words "Service" and "Services" mean the telephone or Internet bill paying service provided by the bill payment Vendor. The words "PIN", "Password" and "Personal Security Code" all mean a personal identification code which is used to perform transactions through this service.

1. PURPOSE OF THIS AGREEMENT: This agreement governs your use of certain electronic transfer services which we make available to you and defines your and our responsibilities with respect to electronic fund transfers. You understand that the agreements and rules and regulations applicable to your Savings, Checking, Line of Credit accounts and any other account remain in effect and continue to be applicable except as specifically modified by this agreement.

2. APPLICATION OF THIS AGREEMENT: This agreement applies to the electronic fund transfer described below. Generally, an electronic fund transfer is a transfer of funds, other than by check or other paper instrument, which is performed through use of a telephone, a computer, magnetic tape or other electronic means. The electronic fund transfers which are covered by this agreement are payments from your checking account to third parties, which you initiate using a touch-tone telephone or a computer. These payments will be transferred from your checking account.

3. SECURITY CODE: You will be provided with an account identification number (ID) and a Personal Security Code, which must be used each time you use the Service through a touch-tone phone. If you do not want to use the Service, you should destroy the account ID and Personal Security Code notices and notify the bill payment Vendor to cancel this service.

4. LIMITATIONS ON SERVICE: You may use the Service to make any number of payments from your checking account to any third party on your authorized list. You may make payments up to the amount of the available balance in your checking account. If you have an unsecured Line of Credit, you can make additional payments up to the amount of your available line of credit. You may not use the Service to: make payments in amount of $10,000 or more; request any payment if you know or are informed that the Service is malfunctioning or not operating; request a payment from your checking account if the payment would overdraw the account or, if the account is maintained in connection with an unsecured Line of Credit, would exceed the credit limit of that line. If you attempt to make a payment for which you have insufficient funds, you will be charged a fee of thirty dollars ($30.00) and you will be locked out of your bill payment account for 5 business days for **each** NSF item. During this time, no additional payments will be processed.

If you utilize this Service to initiate a payment to a third party through Person2Person (P2P) transfers, if this feature becomes available, you will be limited to $1000 per day in transactions. The third party utilized for the described service is not affiliated with Bethpage and you agree that you will seek recourse for any disputes and claims with said third party only, other than those protected by regulation under Section 10 of this Agreement.

5. TIMING OF PAYMENTS: Payments which you initiate by using the Service will normally be debited from your account in 1 - 3 business days after you initiate the transfer. Payments to third parties will normally be made on the same day your account is debited. However, allowance for mail delays must be made for any third party whom the bill payment Vendor is not able to pay electronically. In general, payments to third parties will be made in about the same length of time that it would take if you were to mail a check directly to them. Neither Bethpage Federal Credit

Union nor the bill payment Vendor guarantee the time any payment you initiate will be credited to your account with a third party. Any late payment penalties such as interest, late charges, etc. are your responsibility.

6. INFORMATION DISCLOSURE: We will disclose information to third parties about your account or the transactions you make: (a) Where it is necessary for completing transactions, 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 government agency or court orders, subpoenas and other legal documents, or (d) in order to offer you additional products or services, or (e) if you give us your permission.

7. PERIODIC STATEMENTS: You will receive a monthly statement of account covering each account which may be accessed by an electronic fund transfer.

8. YOUR RIGHT TO STOP A PAYMENT AND HOW TO DO SO: If you have used the Service to make a payment, you may be able to stop the payment. You can stop a pending payment over the Internet by going to the pending payment screen, selecting the payment to be stopped and selecting Delete Payment at least 24 hours prior to when the payment is scheduled to be sent (if the payment is scheduled to go out in less than 24 hours, you should call the bill payment vendor to see if the payment can be stopped). In general payments made by an electronic transfer of funds, once issued, cannot be stopped. If the payment has been sent out to the third party, you can attempt to stop the payment over the phone. Call the bill payment Vendor at 1-800-823-7555. You can then speak to a telephone representative who will attempt to stop the payment as long as you have not exceeded acceptable time limits. You will be required to provide your name, account number, the payee, and the confirmation code of the transaction you would like to stop. If the payment has already been processed you may still ask the bill payment Vendor to try to stop the payment and you will be charged a $15.00 stop payment fee. There is no guarantee that the payment will be stopped at this point. Neither Bethpage nor the bill payment Vendor will be responsible for any losses or claims that arise from our attempt to comply with your stop payment request.

9. LOST OR STOLEN ACCOUNT ID OR SECURITY CODE, OR UNAUTHORIZED TRANSACTIONS:
If you believe that someone has learned your account ID or Personal Security Code and has transferred or may transfer money from your account without your permission, call us at 1-800-628-7070, or write us at P.O. Box 127, Bethpage, New York 11714, Attention: Account Reconciliation.

10. YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS: Tell us AT ONCE if you believe your account ID or Personal Security Code has been lost, stolen or discovered by an unauthorized person. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum Line of Credit). If you tell us within 2 business days, you can lose no more than $50 if someone used your account ID or Personal Security Code without your permission.
If you do NOT tell us within 2 business days after you learn of the loss, theft or discovery of your account ID or Personal Security Code by an unauthorized person and we can prove that we could have stopped them from using your account without your permission if you had told us, you can lose $500.
Also tell us at ONCE if your statement shows transactions that you did not make. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.
If you authorize someone else to use your account ID or Personal Security Code, you are responsible for ALL transactions which that person initiates at any time, even if the amount of the transaction exceeds what you authorized.

11. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS: Telephone 1-800-628-7070 or write us at P.O. Box 127, Bethpage, New York 11714, Attention: Reconciliation Department, as soon as you can if you think your statement is wrong or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we require that you send us your complaint or question in writing with in 10 business days. We will tell you the results of our investigation within 10 business days and will correct any error promptly. If we need more time, however, we may instead take up to 45 days to investigate your complaint or question. If your claim involves a foreign transaction or a transaction initiated within 30 days after the 1st deposit to the account we extend this time from 45 to 90 business days. If we decide to do this, we will re-credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If the error involves an electronic funds transfer to or from the account within 30 days after the first deposit, then we may extend this time from 10 to 20 business days. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not re-credit your account.

If we decide that there was no error, we will withdraw the amount we had credited back to your account and send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

12. BUSINESS DAY DISCLOSURE: Our business days are Monday through Thursday, 7:30 A.M. to 5:00 P.M. and Friday 7:30 A.M. to 7:00 P.M., excluding holidays.

13. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS: If we do not properly complete a transaction to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

a. if, through no fault of ours, you do not have funds available in your account to make the transfer;
b. circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken;
c. your account is frozen because of a court order or similar reason;
d. the transaction would exceed your Line of Credit;
e. your account ID or Personal Security Code has been reported lost or stolen and we have blocked the account.

14. WITHDRAWAL OF UNAVAILABLE FUNDS: If you use this Service to withdraw funds and we later determine you had insufficient funds in the account you used for this transaction, or for any other reason the withdrawal may not be processed, you authorize us to withdraw the amount of insufficient funds from any other accounts you have with us and charge a five dollar fee ($5.00) or to process an advance against your Line of Credit. If we are unable to obtain reimbursement by following these procedures, you will be charged a fee of thirty dollars ($30.00) and you will be locked out of your bill payment account for 5 business days for each NSF item. During this time, no additional payments will be processed. You agree that, if your account becomes overdrawn, you will pay us the monies you owe us within 24 hours after we notify you.

15. TERMINATION OR AMENDMENT: We may terminate your right to make electronic fund transfers at any time or amend the terms of this agreement or cancel this agreement or the electronic funds transfer services. Amendments to this agreement will be effective when indicated and will be posted in our offices and/or mailed to you.

16. FEES AND CHARGES: There are no monthly service fees for this service. In accordance with paragraph 14 of this Agreement, in some instances, there is a five-dollar ($5.00) charge for an insufficient funds transfer and a thirty dollar ($30.00) charge for withdrawal of unavailable funds. In accordance with paragraph 8, in some instances, there is a fifteen-dollar ($15.00) charge for stop payments. We reserve the right to increase these charges and institute other charges in the future.

17. AGREEMENT CONTROLS: Both you and we will be bound by this agreement. If there is a conflict between this agreement and something said by one of our employees, you agree that this agreement controls.

18. APPLICABLE LAW: Except as governed by federal law, this agreement shall be construed and Governed in accordance with the laws of the State of New York. Neither your nor our failure to enforce at any time or for any period of time any provision of this Agreement shall be construed as a waiver of such provisions, or your right or our right thereafter to enforce each and every such provision.

19. COPY RECEIVED: You acknowledge receipt of a copy of this agreement. If received online: You may print a copy of this Agreement for your records or you can receive a printed copy by calling us at 1-800-628-7070 or writing to P.O. Box 127 Bethpage, NY 11714. You may also retain a copy of this Agreement by saving it to a file on your personal computer. In order to save and view this agreement, you will need software that will allow you to copy it into a format that you can keep. To print this Agreement you will need a printer and to save it you will need a storage device such as a disk drive or tape drive. It is your responsibility to maintain the necessary hardware and software that will enable you to print or save this Agreement for your records. You hereby consent to receiving this agreement electronically.

20. ACCEPTANCE: Your use of this Service constitutes your acceptance of the terms and conditions of this agreement.

BETHPAGE FEDERAL CREDIT UNION
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FOR BUSINESS ACCOUNTS

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1. PURPOSE OF THIS AGREEMENT: This agreement governs your use of certain electronic transfer services which we make available to you and defines your and our responsibilities with respect to electronic fund transfers. You understand that the agreements and rules and regulations applicable to your Savings, Checking, Line of Credit accounts and any other account remain in effect and continue to be applicable except as specifically modified by this agreement.

2. APPLICATION OF THIS AGREEMENT: This agreement applies to the electronic fund transfer described below. Generally, an electronic fund transfer is a transfer of funds, other than by check or other paper instrument, which is performed through use of a telephone, a computer, magnetic

tape or other electronic means. The electronic fund transfers which are covered by this agreement are payments from your checking account to third parties, which you initiate using a touch-tone telephone or a computer. These payments will be transferred from your checking account.

3. SECURITY CODE: You will be provided with an account identification number (ID) and a Personal Security Code, which must be used each time you use the Service through a touch-tone phone. If you do not want to use the Service, you should destroy the account ID and Personal Security Code notices and notify the bill payment Vendor to cancel this service.

4. LIMITATIONS ON SERVICE: You may use the Service to make payments from your checking account to any third party on your authorized list. Bethpage may from time to time limit the total number of transactions you may perform on your account. You may make payments up to the amount of the available balance in your checking account. If you have an unsecured Line of Credit, you can make additional payments up to the amount of your available line of credit. You may not use the Service to: make payments in amount of $10,000 or more; request any payment if you know or are informed that the Service is malfunctioning or not operating; request a payment from your checking account if the payment would overdraw the account or, if the account is maintained in connection with an unsecured Line of Credit, would exceed the credit limit of that line. If you attempt to make a payment for which you have insufficient funds, you will be charged a fee of thirty dollars ($30.00) and you will be locked out of your bill payment account for 5 business days for each NSF item. During this time, no additional payments will be processed.

If you utilize this Service to initiate a payment to a third party through Person2Person (P2P) transfers, if this feature becomes available, you will be limited to $1000 per day in transactions. The third party utilized for the described service is not affiliated with Bethpage and you agree that you will seek recourse for any disputes and claims with said third party only, other than those protected by regulation under Section 10 of this Agreement.

5. TIMING OF PAYMENTS: Payments which you initiate by using the Service will normally be debited from your account in 1 – 3 business days after you initiate the transfer. Payments to third parties will normally be made on the same day your account is debited. However, allowance for mail delays must be made for any third party whom the bill payment Vendor is not able to pay electronically. In general, payments to third parties will be made in about the same length of time that it would take if you were to mail a check directly to them. Neither Bethpage Federal Credit Union nor the bill payment Vendor guarantee the time any payment you initiate will be credited to your account with a third party. Any late payment penalties such as interest, late charges, etc. are your responsibility.

6. INFORMATION DISCLOSURE: We will disclose information to third parties about your account or the transactions you make: (a) Where it is necessary for completing transactions, 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 government agency or court orders, subpoenas and other legal documents, or (d) in order to offer you additional products or services, or (e) if you give us your permission.

7. PERIODIC STATEMENTS: You will receive a monthly statement of account covering each account which may be accessed by an electronic fund transfer.

8. YOUR RIGHT TO STOP A PAYMENT AND HOW TO DO SO: If you have used the Service to make a payment, you may be able to stop the payment. You can stop a pending payment over the Internet by going to the pending payment screen, selecting the payment to be stopped and selecting Delete Payment at least 24 hours prior to when the payment is scheduled to be sent (if the payment is scheduled to go out in less than 24 hours, you should call the bill payment vendor to see if the payment can be stopped). In general payments made by an electronic transfer of funds, once issued, cannot be stopped. If the payment has been sent out to the third party, you

can attempt to stop the payment over the phone. Call the bill payment Vendor at 1-800-823-7555. You can then speak to a telephone representative who will attempt to stop the payment as long as you have not exceeded acceptable time limits. You will be required to provide your name, account number, the payee, and the confirmation code of the transaction you would like to stop. If the payment has already been processed you may still ask the bill payment Vendor to try to stop the payment and you will be charged a $15.00 stop payment fee. There is no guarantee that the payment will be stopped at this point. Neither Bethpage nor the bill payment Vendor will be responsible for any losses or claims that arise from our attempt to comply with your stop payment request.

9. LOST OR STOLEN ACCOUNT ID OR SECURITY CODE, OR UNAUTHORIZED TRANSACTIONS:
If you believe that someone has learned your account ID or Personal Security Code and has transferred or may transfer money from your account without your permission, call us at 1-800-628-7070, or write us at P.O. Box 127, Bethpage, New York 11714, Attention: Account Reconciliation.

10. YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS: Tell us AT ONCE if you believe your account ID or Personal Security Code has been lost, stolen or discovered by an unauthorized person. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum Line of Credit).

You are responsible for ALL transactions which that person initiates at any time.

11. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS:
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1. Tell us your name and account number.
2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your compliant or question in writing with in 10 business days. If we ask you to put your complaint or question in writing and we do not receive it within 10 days, we may not recredit your account.

12. BUSINESS DAY DISCLOSURE: Our business days are Monday through Wednesday, 7:30 A.M. to 5:00 P.M. and Thursday and Friday 7:30 A.M. to 7:00 P.M., excluding holidays.

13. LIMITATION OF OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS: We will not be liable for transactions not properly completed on time or for the correct amountas a result of but not limited to the following reasons:

a. if, through no fault of ours, you do not have funds available in your account to make the transfer;
b. circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken;
c. your account is frozen because of a court order or similar reason;
d. the transaction would exceed your Line of Credit;
e. your account ID or Personal Security Code has been reported lost or stolen and we have blocked the account.

14. WITHDRAWAL OF UNAVAILABLE FUNDS: If you use this Service to withdraw funds and we later determine you had insufficient funds in the account you used for this transaction, or for any other reason the withdrawal may not be processed, you authorize us to withdraw the amount of insufficient funds from any other accounts you have with us and charge a five dollar fee ($5.00) or to process an advance against your Line of Credit. If we are unable to or choose not to obtain reimbursement by following these procedures, you will be charged a fee of thirty dollars ($30.00) and you will be locked out of your bill payment account for 5 business days for each NSF item. During this time, no additional payments will be processed. You agree that, if your account becomes overdrawn, you will pay us the monies you owe us within 24 hours after we notify you.

15. TERMINATION OR AMENDMENT: We may terminate your right to make electronic fund transfers at any time or amend the terms of this agreement or cancel this agreement or the electronic funds transfer services. Amendments to this agreement will be effective when indicated and will be posted in our offices and/or be mailed to you.

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17. AGREEMENT CONTROLS: Both you and we will be bound by this agreement. If there is a conflict between this agreement and something said by one of our employees, you agree that this agreement controls.

18. PERMISSIBLE USE: Bethpage may from time to time limit permissible Electronic Funds Transfers (EFT's). In any case, EFT's may only be used for transactions permitted by law. You agree that illegal use of EFT's will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at the discretion of Bethpage. You further agree, should you or any authorized user, conduct illegal activity through the use of an EFT, to waive the right to sue Bethpage for such illegal activity or, activity directly or indirectly related to it. You also agree to indemnify and hold Bethpage harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal activity.

19. APPLICABLE LAW: Except as governed by federal law, this agreement shall be construed and Governed in accordance with the laws of the State of New York. Neither your nor our failure to enforce at any time or for any period of time any provision of this Agreement shall be construed as a waiver of such provisions, or your right or our right thereafter to enforce each and every such provision.

20. COPY RECEIVED: You acknowledge receipt of a copy of this agreement. If received online: You may print a copy of this Agreement for your records or you can receive a printed copy by calling us at 1-800-628-7070 or writing to P.O. Box 127 Bethpage, NY 11714. You may also retain a copy of this Agreement by saving it to a file on your personal computer. In order to save and view this agreement, you will need software that will allow you to copy it into a format that you can keep. To print this Agreement you will need a printer and to save it you will need a storage device such as a disk drive or tape drive. It is your responsibility to maintain the necessary hardware and software that will enable you to print or save this Agreement for your records. You hereby consent to receiving this agreement electronically

21. ACCEPTANCE: Your use of this Service constitutes your acceptance of the terms and conditions of this agreement.