

**ACCOUNT ACCESS
HOME BANKING
BILL PAYMENT SERVICE
AGREEMENT AND REGULATION E DISCLOSURE**

INTRODUCTION OF DEFINITIONS:

The following definitions apply in this agreement. "Bill Payer" (BP) is the service that provides payments to third parties from your designated checking account. Time of day references are to Eastern Standard Time or Eastern Daylight Time as applicable. "We", "us", refers to West Penn P & P Federal Credit Union, which offers member deposit accounts that are accessed by the Bill Payer Services. "Payment Date" is the date you have scheduled any payment to be processed, mailed, or transmitted by West Penn P & P Federal Credit Union. If the payment date is on a Holiday or weekend, the disbursement will be mailed or transmitted the last business day before the holiday or weekend. "Due Date" is the date the payment must reach your account with the payee (or Merchant), to avoid penalties.

ELIGIBILITY:

Your account must be in good standing with West Penn P & P Federal Credit Union. All loans must be current and a minimum of \$50.00 account balance must be maintained in your regular Shares. All Bill Payer transactions are processed (electronic transmission, or check printed and mailed) from your share draft (7) account.

You must apply for the service by completing an application.

You will be notified when your application has been approved. If we decline your request, we will provide a notice to you.

Bill Payer payments will be made only to Payees designated by you and approved by West Penn P & P Federal Credit Union. **Payments of taxes or court directed payments via the service are prohibited.** You authorize West Penn P & P Federal Credit Union to send remittances to the Payees you listed using the www.westppfcu.com Bill Payer services, and on the Bill Payer application and amendments. In exchange for receiving the Bill Payer service, you agree to be responsible for the following:

- Assuring accuracy of the information provided;
- Verifying that payment information is correct before allowing the transaction to occur;
- If setting up electronically, you must set up yourself through the payee;
- Reporting any discrepancies to West Penn P & P Federal Credit Union immediately upon discovery;
- Allowing sufficient time for processing any modification of information;
- Verifying the Payees that the BP service is appropriate for payment. Note: the service does not use payment coupons;
- Receiving your conformation at the time you initiate a payment and/or transfer
- Resolving any overpayment, late payments, missed or non-receipt of a payment, or charges or fees assessed by the payees;
- Funding your account sufficiently so that payments may be satisfactorily completed;
- Allowing sufficient mailing time when scheduling paper check payments. We recommend scheduling payment date 5-10 days before your Due date;
- If the Merchant mishandles or delays handling payments sent by us.
- For losses, damages or injury, whether caused by your equipment or software, the services, or any technical or editorial errors contained in or omissions from any user guide/brochure related to the services.
- For any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of your equipment, software or the services, except where the law requires a different standard.

HARDWARE AND SOFTWARE REQUIREMENTS:

To access the Internet Home Banking/Bill Payer service, you will need a computer with a modem and Internet access. You are responsible for the setup and maintenance of your computer hardware and software. We are not responsible for deficiencies in your line quality or any other damage or problems that result from the use of the Internet Home Banking/Bill Payer service.

ACCOUNT ACCESS:

The Internet website for Home Banking Service/Bill Payer Service is www.westppfcu.com. Click on the Account Access icon.

To access your accounts through our Internet Bill Payer service, you must have the Credit Unions Home Banking service first, for you will need same login as your home banking password. This information is requested after completing the Home Banking Application.

Because your User ID and PIN can be used to access funds in your accounts and information about your accounts, you should hold your User ID and PIN in strict confidence. You agree not to give your User ID or PIN or make available to any other person. If you choose to give your User ID or PIN to someone else, you will be responsible for any and all transactions that may occur on your accounts through the Internet Home Banking Service/Bill Payer Service.

If your User ID and PIN have been lost or stolen, notify the credit union at once. Contacting the credit union by phone at 724-774-9237 is the best way to keep your possible losses down.

AUTHORIZED USE:

You authorize us to debit your West Penn P&P Federal Credit Union checking (Draft) (7) on the date the payment is transmitted to an electronic payee. You authorize the payment of checks issued to check payees and drawn on your checking (Draft) (7) to be debited the day the check is presented to West Penn P & P Federal Credit Union for payment. We may pay these items in any order that we decide. You must have enough money in your designated checking (Draft) (7) to complete the payment and should be aware that transactions other than Bill Payer will affect your account balance.

PAYMENT INSTRUCTIONS & SCHEDULING:

Members through the Bill Payment Service may perform the following functions:

- You may use West Penn P & P Federal Credit Union's Bill Payer Service to authorize recurring and non-recurring payments for fixed and variable bills. A recurring payment is for a fixed amount sent on a specific frequency (weekly, BI-weekly, or monthly). A non-recurring payment must be scheduled each time you want the Bill Payer payment made.
- Once Bill Payer receives your instructions, the system will make your payment by transmitting funds electronically to an "electronic payee" or by preparing a check from your West Penn P & P Federal Credit Union checking and mailing it to a "check payee".
- You must schedule your payments 10 days before the due date to allow for Payees to receive payment on or before the due date.
- Any payment instruction received after midnight will be considered received on the next business day.
- there is a transaction limit set not to exceed \$5,000
- You may modify or delete a bill pay transaction set up 24 hours before a payment is schedule
- You can only place a stop payment on a scheduled transaction 3 days prior to schedule date

We may at any time, and at our sole discretion, limit or cancel the Internet Home banking/Bill Payer Service that we offer to you. Specifically, we reserve the right to cancel access to the Internet Home Banking/Bill Payer if services have not been used at all in a six-month time period.

RESTRICTIONS

Violation of these rules may result in termination of the Bill Payer service we have provided to you.

- A West Penn P & P Federal Credit Union loan or Visa account may not be paid using the Bill Payer service.
- You may not use Bill Payer service to send checks to your address of record or for deposit into the same account from which the payment was deducted.
- You may not intentionally supply invalid Payee remittance addresses.
- You must use the remittance address supplied to you by the Payee via their billing statements or under their specific direction.
- You may only transmit payments to payees located in the United States.
- West Penn P&P FCU reserves the right to direct you to a pre-established Payee if the address you requested is already listed in a similar format. West Penn P & P FCU reserves the right to refuse to pay certain payees and to refuse to honor payment requests that appear to us to be fraudulent, erroneous or for illegal purposes.

Subject to the limitations stated, any financial service provided by West Penn P & P Federal Credit Union may be used for any transaction permitted by law. You agree that illegal use of any financial service will be deemed an action of default or breach of contract. Use of any financial service in a manner not permitted by law may cause that service or related services to be terminated at West Penn P & P FCU's discretion. You further agree, should illegal use occur, to waive any right to sue West Penn P & P Federal Credit Union for such illegal use or any activity directly related to it. Additionally, you agree to indemnify and hold West Penn P & P Federal Credit Union harmless from any suits or other legal action or liability, directly or indirectly, resulting for such illegal use.

OVERDRAFTS

Funds must be available in your checking (Draft) (7) account when the Payee presents the item for payment.

Overdraft from shares is permitted only if available funds are available (limited on overdrafts read home Banking disclosure and agreement)

If there are insufficient funds in the account, items will be returned and we will impose a fee as stated in our deposit agreement and disclosure materials.

CANCELING A BILL PAYER TRANSACTION BEFORE IT HAPPENS

You will be responsible for canceling a payment through the Bill Payer system. You have up until 11:59 PM the day before a payment is scheduled to cancel.

PAYMENT IN ERROR

If you have scheduled a payment in error or have supplied erroneous remittance information and we have processed the electronic item, or the processed check has cleared, you will need to contact the Payee. If the check has not cleared, you may place a stop payment on the item by contacting West Penn P & P FCU at 724-774-9237. Stop payment fees will be imposed as per current West Penn P & P FCU's fee schedule.

PAYMENT DISPUTES

If the Payee is disputing payment, please contact West Penn P & P Federal Credit Union to verify the check has cleared or that the electronic payment has been processed. You will need to supply West Penn P & P Federal Credit Union with the specific date, amount and payee information in question. You may verify your account via the Home Banking service or Audio response system. West Penn P & P Federal Credit Union is only responsible for exercising reasonable care in processing and sending payments upon your authorization in accordance with this agreement.

West Penn P & P Federal Credit Union will not be liable in any way for damages you incur if any of the following circumstances exist:

1. If you do not have sufficient funds in your checking account or in your designated overdraft account to make the payment on the "payment date".
2. If delays occur in mail delivery;
3. If changes to the payee's address, account number or the amount have occurred and you did not advise the Bill Payer system within the appropriate time frames (refer to the payment Instructions & Scheduling section of this agreement);
4. If the payee fails to correctly account for or credit the payment in a timely manner;
5. If any other circumstances beyond West Penn P & P Federal Credit Union's control occurs.

For electronic items that cannot be posted at the Payee due to erroneous information, the Payee is obligated to return the item to West Penn P & P Federal Credit Union. West Penn P & P Federal Credit Union is not liable for:

1. Late fees;
2. Stop payment fees;
3. Finance charges;
4. Or negative impact on credit reporting instruments assessed or used by Payees due to late receipt or non-receipt of payments

West Penn P & P Federal Credit Union does not guarantee prompt receipt of payment by Payees. You agree, that West Penn P & P Federal Credit Union has no liability for any damages, expenses, charges or liabilities, which you may incur, as a result of any failure or delay on the part of the Postal service in delivering any payment or on the part of any Payee in crediting the payment. You agree that we have no responsibility or liability for any act or omission, other than the liability imposed on us by law.

STOP PAYMENT RIGHTS - PREAUTHORIZED TRANSFERS:

Right to Stop Payment and Procedures for doing so. If you have told us in advance to make regular payments out of your account, you can stop these payments. Here is how: Call us at 724-772-9237 or write us at: West Penn P & P Federal Credit Union PO Box 398 Beaver, PA 15009. We must receive your request for stop payment 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Notice of varying amounts. If these regular payments may vary in amounts, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FEES PER ACCOUNT NUMBER:

West Penn P & P Federal Credit Union will charge each member's account \$3.00 per month for the Bill Payer Service. We do, however, reserve the right to change this amount in the future and will provide 30

days advance notice to all users through the system or mail. The credit union will allow 15 checks through the Bill Payer service per month, without an additional fee. The credit union will charge .75 cents for each Bill that is processed, through the Bill Payer Service, over the 15 check limit.

Non-sufficient fund fees, see current fee schedule

Stop Payment fees, see current fee schedule

Your Internet service provider (ISP) probably charges you a fee to access the Internet via its server. We have no control over ISP related fees.

BUSINESS DAY:

Our business days are Monday through Friday. Holidays are not included.

Hours: 8:30 AM to 5:00 PM

OPERATING SYSTEMS AND SECURITY:

Our Internet Bill Payer Service site is designed to operate using World Wide Web technologies and protocols, which are adaptable to a wide range of systems. The credit unions home banking/Bill Payer server uses 128-bit encryption SSL protection through a secured server.

Administration does not have access to view specific members account information. User PINs may only be reset to a default setting and cannot be viewed or updated by an employee of your credit union regardless of security privileges.

LIABILITY FOR UNAUTHORIZED USE:

Tell us AT ONCE if you believe your password/PIN has been lost or stolen. Calling is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you believe that your password/Pin has been lost or stolen, and you tell us within two business days after you learn of the loss of theft, you can lose no more than \$50 if someone used your password/PIN without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your password/PIN, and we can prove we could have stopped someone from using your password/PIN without your permission if you have told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. 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 may extend the time period.

If you believe that your password/PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission,

Call: 724-774-9237

Or write:

West Penn P & P Federal Credit Union

1089 Third Street

PO Box 398

Beaver, PA 15009

LIABILITY FOR FAILURE TO MAKE TRANSACTIONS:

If we do not complete a transfer or transaction to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your actual losses or damages; however, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do have enough collected funds in your account to complete the transaction.
2. If the Internet home banking system was not working properly and you knew about the breakdown when you started the transaction.
3. State or Federal Government laws or regulations would prohibit the transaction;
4. You have not properly followed the scheduling instructions on how to make a transfer or payment included in this agreement;
5. If we have received incomplete or inaccurate information from you or a third party involving the account, transfer, or payment;
6. If the funds are subject to legal process;
7. If West Penn P & P FCU has reason to believe that the transaction requested is unauthorized;
8. If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
9. If your account has been closed.
10. If the password/PIN being used has been reported lost or stolen.
11. There may be other exceptions stated in our agreement with you.

We shall not be responsible for any other loss, damage or injury whether caused by the equipment, software and/or the home banking service. Nor shall we be responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of your equipment, software and/or service, except where the law requires a different standard. We do not make any warranties concerning the equipment, the software or any part thereof, including, without limitations, any warranties of fitness for a particular purpose or warranties of merchantability.

STATEMENTS:

Periodic Statements- You will receive a monthly statement showing the status of your account, any transactions made during the month, and any penalties or charges West Penn P & P Federal Credit Union may impose during the month.

E-Statements: **review your Home Banking disclosure pertaining to E-statements and setting it up**

ERRORS AND QUESTIONS:

In case of errors or questions about your Bill Payer Transactions or if you think there is a Bill Payer error on your statement and you have a question about your electronic transactions, telephone us at 724-774-9237 or write us at West Penn P & P Federal Credit Union PO Box 398 Beaver, PA 15009, as soon as you can. We must hear from you no later than sixty (60) days after we have sent you the first statement on which the problem or error appeared. You will need to tell us:

- Your name and account number
- 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.
- 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 tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. 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. We may take up to 45 days to investigate your inquiry. If we ask you to put your complaint or questions 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 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.

FINAL INVESTIGATION RESULTS:

If we decide that there was an error, we will send you a written explanation within three business days after we finished our investigation. You may ask for copies of the documents that we used in our investigation.

ACCOUNT INFORMATION DISCLOSURE TO THIRD PARTIES:

Information concerning your share Draft, share or loan accounts will be given to third parties only:

1. In order to comply with the order of a government agency or court or:
2. When it is necessary to complete transactions
3. Verify the existence and standing of your account with West Penn P & P FCU upon request of a third party, such as a credit bureau
4. If you give your written permission.
5. To comply with government or administrative agency summonses, subpoenas, or court orders;
6. On receipt of certification from a Federal Agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978;
7. When it is necessary to take legal action to recover shares

AMENDMENTS:

From time to time, we may amend this agreement. If any amendment results in greater cost or liability to you or stricter limitations on the frequency or dollar amounts of transfer, we will give you at least 21 days' notice by mailing a copy of the amendment to you at your most recent address shown on our records.

NEW ACCOUNTS:

You must be member, of West Penn P & P Federal Credit Union, and have established a checking account (draft) (7), for a period of three month in good standing before you can apply for our Bill Payer services.

Application Procedure

Please complete the application form as instructed. Sign and return it to your branch or address listed below. You will receive a welcome packet, which includes instructions for use of the service and your security code.

**Return to: West Penn P & P Federal Credit Union
1089 Third Street
PO Box 398
Beaver, PA 15009**

West Penn P&P FCU is federally insured by the National Credit Union Administration and we are an Equal Opportunity and Housing Lender 724-774-9237

APPLICATION

YES, I want convenient Internet access to my credit union accounts.

I wish to request **West Penn P & P Federal Credit Union** Account Access Home Banking/Bill Payer Services as follows:

Your Information

Social security number # _____

Please check one: Mr. Mrs. Ms.

First Name _____

Last Name _____

E-mail address _____

Joint Account Owner Information (if applicable)

First Name _____

Last Name _____

Street Address _____

City _____ State _____

Zip Code _____ Home Phone _____

Work Phone _____

E-mail Address _____

Mother's Maiden Name _____

Bill Payer Account(s)

Your name must be on the account(s). Check box if it is a joint account.

Account # _____ Joint Acct.

Account # _____ Joint Acct

Account # _____ Joint Acct

AUTHORIZATION

You desire to subscribe to the services and authorize us, and any third party acting on our behalf, to serve as your agent in processing payments to targeted Merchants and/or transfers to and from targeted accounts pursuant to your payment and/or transfer instructions. You authorize us to post such payment and/or transfer to your designated account(s). You understand that we may not make certain payments and/or transfers if sufficient funds are not available in your designated account. This authorization is in force until revoked by you or us in writing and is subject to the **Service terms and conditions** (a current copy of which will be furnished to you) as amended from time to time.

Signature: _____ Date: _____

Signature: _____ Date: _____

(Required when joint accounts are specified)