



BILL PAY SERVICE DEFINITIONS

"Service or The Service" means Alcon Employees Federal Credit Union Online Bill Payment, the bill payment service offered by Alcon Employees Federal Credit Union through iPay Solutions. "We, Our, Us" mean Alcon Employees Federal Credit Union. "You" or "Your" means each member authorized to use the Service. "Agreement" means these terms and conditions of the bill payment service.

"Payee" 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 Payee (such as, but not limited to, Payee name, Payee 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 Payee 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 Payee 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.

This is Your bill paying agreement with Alcon Employees Federal Credit Union.

You may use the Service to direct Alcon Employees Federal Credit Union to make payments from Your designated checking account to the Payees You choose in accordance with this agreement. This agreement is in addition to the All-In-One Disclosures and other documents in effect governing Your account.

Services

You may perform the following services:
Pay bills, send gift checks, send a donation.

Service Limitation

The aforementioned services are limited as follows:

Service Fees

There is no fee to use the Service, except for fees that may occur in accordance with our Schedule of Service Charges. The Schedule of Service Charges is available at www.alconefcu.org

How to Set Up Payees/Payments

Payees – If You want to add a new Payee, select the "Payee" tab located in the Service or speak to a member service representative.

The Financial Institution reserves the right to refuse the designation of a Payee for any reason.

Payments – You may add a new fixed payment to a Payee by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the Service.

- You may pay any Payee within the United States (including U.S. territories and APO's / AEO's).
- We are not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

Payment Methods

The Service reserves the right to select the method in which to remit funds on Your behalf to Your Payee. These payment methods may include, but are not limited to an electronic payment (e.g. through ACH) or a laser draft payment (funds remitted to the Payee are deducted from Your Payment Account when the laser draft is presented to Us for payment).

Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the Service's application. A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date. 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. Please refer to Alcon Employees Federal Credit Union's All-in-One Account Disclosure for information on stop payment requirements and to Alcon Employees Federal Credit Union's Schedule of Service Charges regarding any fees, as applicable.

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 also may 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 Member Services. Although the Service will make every effort to accommodate Your request, the Service will have no liability for failing to do so. We may also require you to present your stop payment 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 our Schedule of Service Charges.

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 has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, misposted or misdirected payments will be the sole responsibility of You and not of the Service.

The Bill Paying Process

Single Payments – a single payment will be processed on the Business Day that You designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by Us, is currently **2 p.m. CST**.

A single payment submitted after the cut-off time on the designated process date will be processed on the next Business Day. If You designate a non-Business Day as the payment's processing date, the payment will be processed on the first Business Day following the designated processing date.

Recurring Payments – When a recurring payment is processed, it is automatically rescheduled by the system. Based upon Your selected frequency settings for the payment, a processing date is calculated for

the next occurrence of the payment. If the calculated processing date is a non-Business Day, it is adjusted based upon the following rules:

- If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first Business Day prior to the calculated processing date.
- If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first Business Day after the calculated processing date.
- Note: If Your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

Single and Recurring Payments

The system will calculate the Estimated Arrival Date of Your payment. This is only an estimate, so please allow ample time for Your payments to reach Your Payees.

Cancelling a Payment

A bill payment can be changed or cancelled anytime prior to the cutoff time on the scheduled processing date.

If you told us in advance to make regular payments from your account, you can stop any of these payments. Here's how: Call us at 800.235.6913 or write us 6201 South Freeway Fort Worth TX 76134 in time for us to receive your request 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. If you order us to stop one of these regular payments three business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

Available Funds

Our policy is to make funds from Your cash and check deposits available to You on the first business day after the day we receive Your deposit. Electronic direct deposits will be available on the day We receive the deposit. Once the funds are available, You can withdraw them in cash and we will use them to pay checks that You have written.

For determining the availability of Your deposits, every day is a Business Day, except Saturdays, Sundays, and federal holidays. If You make a deposit before close of business on a Business Day that we are open, we will consider that day to be the day of Your deposit. However, if You make a deposit after close of business or on a day We are not open, We will consider that the deposit was made on the next Business Day We are open. Please refer to our Truth in Savings disclosure.

Liability

- You are solely responsible for controlling the safekeeping of and access to Your Password.
- If You want to terminate another person's authority to use the Service, You must notify Us and arrange to change Your Password.
- You will be responsible for any bill payment request You make that contains an error or is a duplicate of another bill payment.
- We are not responsible for a bill payment that is not made if You did not properly follow the instructions for making a bill payment.
- We are not liable for any failure to make a bill payment if You fail to promptly notify Us after You learn that You have not received credit from a Payee for a bill payment.
- We are 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 Our agent.

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. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
3. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
4. The Service is authorized to report the facts concerning the return to any credit reporting agency based on applicable reporting requirements.

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 Member Services. 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.

Returned Payments

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

Amendment

We have the right to change this agreement at any time without notice unless required by applicable law.

Our Liability

We will use commercially reasonable efforts to post your transaction/instruction properly to the account indicated when you use the Service properly and comply with these Terms and Conditions. If we do not complete a transfer to or from your account, on time or in the correct amount according to our agreement with you, we will be liable for your related losses or damages. However, we shall incur no liability if we are unable to complete a transaction/instruction initiated by you through the Service due to one or more of the following circumstances:

- Your error
- Your failure to comply with these Terms and Conditions or the underlying account agreement and disclosure
- If the Service equipment or software was not working properly and you knew about the malfunction when you started the transaction
- You have not provided complete or correct information
- If, through no fault of ours, you do not have enough money in your account to make the transfer
- If the Automated Teller Machine where you are making the transfer does not have enough cash

- If the terminal was not working properly and you knew about the breakdown when you started the transfer
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken
- There may be other exceptions stated in our agreement with you
- Telephone Number and Address in event of an Unauthorized Transaction or Questions
- If you believe your mobile device has been lost or stolen or that someone will or may use it to access your account without your permission call us at 800.235.6913, write us at: ALCON EMPLOYEES FEDERAL CREDIT UNION, 6201 South Freeway Fort Worth TX 76134, or visit Alcon Employees Federal Credit Union branch, or send us a secure e-mail.

Liability for Unauthorized Use—Mobile Banking Transactions

Tell us AT ONCE If you believe your personal access code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning 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 applicable). If you tell us within two business days after you learn of the loss or theft of your personal access code, you can lose no more than \$50 if someone used your personal access code without your permission.

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

In addition, if your statement shows transfers that you did not make, including those made by card, code or other means, 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 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 personal access code, you are responsible for all transactions, which that person initiates at any time, even if the amount of the transaction or number of transactions exceeds what you authorized.

Confidentiality

We will disclose information to third parties about your account or the transfers you make only when one of the following conditions exists:

- When necessary to complete a transaction requested by you
- In order to verify the existence and status of your account(s), such as for a retail merchant or credit reporting agency
- In order to comply with government agencies or court orders
- If you give us written permission

Documentation

You will receive monthly account statements. You may elect to receive your monthly statements electronically through our eStatements service. With eStatements, your monthly account statements will be available for you to view and print within our Online Banking system. We will send you an email message monthly to notify you when your statements are available.

In Case of Errors or Questions About Your Electronic Funds Transfers

Telephone us at 800.235.6913 or write us at Alcon Employees Federal Credit Union, 6201 South Freeway Fort Worth TX 76134, as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transaction listed on your statement or transaction receipt. We must

hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

In order to help you with your questions, we will need the following information:

- Your name, account number, and transaction date in question
- The error or transfer you are unsure about, and why you believe there is an error or why you need more information
- The dollar amount of the suspect transaction

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days (90 calendar days if the transfer involved a new account, a point-of-sale transaction, or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. 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 credit your account. An account is considered a new account for 30 days after the first deposit is made.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Business Days

For purposes of this disclosure, our business days are Monday through Friday, excluding federal holidays.

You agree not to and you agree to ensure that you do not use The Service or the content or information delivered through The Service in any way that would (a) infringe any third party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve gambling, involve the sale of counterfeit or stolen items or use The Service to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation; (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or cause us to lose (in whole or in part) the services of any third party providers; (f) be defamatory, trade libelous, threatening or harassing (g) may potentially be perceived as obscene or pornographic or contain child pornography or racially, ethnically or otherwise objectionable; (h) interfere with or disrupt computer networks or infect the computer networks with viruses; (i) interfere with or disrupt the use of The Service by any other party; (j) use The Service in any manner to gain unauthorized entry or access into our computer systems; or (k) resell or make any commercial use of The Service.

Indemnification

You agree to indemnify, defend, and hold us and our employees harmless (by counsel of our choosing) from and against every claim, demand, action, cost, loss, liability, cause of action of third parties, and expenses (including without limitation attorneys' fees) relating to our provision of or your use of any of The Service which we incur by (a) acting in accordance with this The Service Terms and Conditions Agreement or as a result of your failure to abide by its terms, (b) your breach of any representation or warranty herein, (c) the willful misconduct, fraud, criminal activity, intentional tort or negligence of you or any of your representatives involving use of The Service; (d) the actions, omissions or commissions of you; and (e) any transmission or instruction, whether or not authorized, acted upon by us in good faith. This paragraph shall survive termination of this Agreement.

Our Liabilities:

Our Performance

You acknowledge and agree that we shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by us in performing The Service, in accordance with or unintentional deviation from the terms and conditions of this Agreement, including exhibits or addenda. You acknowledge that our systems and procedures established for providing The Service are commercially reasonable. Maintenance of The Service or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in The Service or related services. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided. Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to access to or use of the Services. These difficulties may result in loss of data, personalization settings, or other interruptions. Therefore, we shall not be responsible for the timeliness, deletion, misdelivery, or failure to store any user data, communications, or personalization settings in connection with your use of the Services. Further, we shall not be responsible for the operation, security, functionality, or availability of any Wireless Device or mobile network, which you utilize to access the Services.

You agree to exercise caution when utilizing the Services on your Personal Computer or Wireless Device and to use good judgment and discretion when obtaining or transmitting information.

Financial information shown on your Personal Computer or Wireless Device while using the Services reflects the most recent account information available to us, but it may not be current. You agree that we shall not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

UNLESS OTHERWISE REQUIRED BY LAW, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY THE SERVICE. NOR SHALL WE BE RESPONSIBLE FOR ANY LATE FEES, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OR MAINTENANCE OF THE SERVICE. OUR LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY YOU AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF US RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU FOR THE SERVICE RESULTING IN SUCH LIABILITY IN THE TWO MONTH PERIOD PRECEDING THE DATE THE CLAIM ACCRUED.

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OF MERCHANTABILITY OR NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING WITHOUT LIMITATION THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE).

Financial Responsibility

You are, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with using The Service. We shall not be liable in any manner for such risk unless we fail to follow the procedures described in materials for use of The Service. You assume exclusive responsibility for the consequences of any instructions you may give to us, for your failure to access The Service properly in a manner prescribed by us, and for your failure to supply accurate input information, including, without limitation, any information contained in an application.

Member's Duty to Report Errors

You shall notify us of any errors, omissions, or interruptions in, or delay or unavailability of, The Service or a breach of security procedures as promptly as practicable, and in any event within one business day after the earliest of discovery thereof.

Account Reconciliation

You will verify and reconcile any out-of-balance condition, and promptly notify us of any errors (exclusive of weekends and applicable holidays) within 60 days after receipt of your statement from us. If notified within such period, we shall correct and resubmit all erroneous files, reports, and other data at our then standard charges, or at no charge, if the erroneous report or other data directly resulted from our error.

The Service is offered as a convenience to you and is included within our Internet Banking services.

We are entitled to act upon instructions we receive under your User ID and Password and you are liable for all transactions made or authorized with the use of your User ID and Password. We have no responsibility for establishing the identity of any person who uses your User ID and Password. You agree that if you give your User ID and Password to anyone or fail to safeguard its secrecy, you do so at your own risk.

By directing us in conjunction with your User ID and Password, you authorize us to complete the transaction. Any requests or instructions we receive from you through the Service constitute writings with your signature as provided under all applicable law, and shall have the same force and effect as a writing signed by you.

Your access to Service will be blocked in the event your User ID and Password are entered incorrectly on three consecutive attempts. If this happens, please call us at 800.235.6913.

Your Failure to comply with these Terms and Conditions will result in you no longer being allowed to use the Service.

You understand the importance of your role in preventing misuse of your accounts through the Service and you agree to promptly examine your statement for each of your accounts as soon as you receive it.

You agree to protect the confidentiality of your account and account number, and your personal identification information. Notwithstanding our efforts to insure that the Service is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Service or e-mail transmitted to and from us, will not be monitored or read by others.

The Service is not intended to replace access to Alcon Employees Federal Credit Union Online Banking from your computer or other methods you use to manage your accounts. You should review and follow usage instructions provided on our website. You agree to accept responsibility for learning how to use The Service in accordance with the instructions. We may modify The Service and any related services at any time. In the event of a modification, you are responsible for making sure that you understand how to use The Service. We are not liable to you for any losses caused by your failure to properly use The Service.

Enforcement

You authorize us to deduct any liability, loss, or expense incurred by us resulting from any dispute involving your accounts or services from your account without prior notice to you.

Service Cancellation

The Service may only be cancelled by cancelling Alcon Employees Federal Credit Union Online Banking. You may cancel Alcon Employees Federal Credit Union Online Banking by calling us at 800.235.6913 or visiting any Alcon Employees Federal Credit Union branch. After cancelling Alcon Employees Federal Credit Union Online Banking, you may not access The Service. However, we may (but are not obligated to) immediately discontinue making previously authorized transfers or payments set up by you. You may reestablish The Service access at any time after cancelling provided you meet the terms and conditions noted above.

We reserve the right to cancel your Service in whole or in part, at any time with or without cause and without prior written notice. We also reserve the right to temporarily suspend The Service access, at our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. Cancellation of The Service does not affect your obligations under this Agreement for transactions that have been or will be processed on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination will apply only to The Service and does not terminate your other relationships with us. In addition, you will keep your account(s) with us open until final payment with respect to all outstanding items, and will maintain funds in such account(s) in amounts and for a period of time determined by us in our reasonable discretion to cover any outstanding checks and your obligations for returns of checks, warranty claims, fees and other obligations.

If any such liabilities exceed the amount in the applicable account, we may charge such excess against any of your other accounts with us, and you will pay immediately upon demand to us any amount remaining unpaid.