These payment services terms and conditions ("Terms and Conditions") apply to the Pay a Bill, Pay a Member and Pay a Person services (collectively "Services") within Digital or Business Banking made available to you by Purdue Federal Credit Union ("Purdue Federal") and are appended to your Digital Banking Services Agreement. The terms "we", "us", "our" and "Credit Union" refers to Purdue Federal; and "you" and "your" mean (i) each person who signs a Member Account Agreement or Account Maintenance Card or (ii) each person who you authorize to sign on your behalf for your business account (each, an "Authorized Signer"), (iii) each user that is granted access to Business Banking for your account with the Manage Users function, (iv) each person that is otherwise an account owner for a consumer account, and (v) each person that uses Digital or Business Banking with your permission (each of (i), (ii), (iii), (iv) and (v) are referred to herein as a "User" or collectively as "Users"). The word "account" refers to any one or more share, loan or other accounts you have with Purdue Federal. If your account has multiple Digital or Business Banking logins, each login may need to enroll separately in the Services.

By using the Services, you acknowledge that you have received and understand the terms and conditions of the Digital Banking Services Agreement and agree to be bound by all of its provisions and by Your Guide to Member Services and Fee Schedule for consumer member accounts and Your Guide to Member Business Services and Business Fee Schedule for business member accounts, as applicable, collectively known as the "Agreements" that also govern your account(s) with us. Defined terms that are not otherwise defined herein shall have the meaning assigned in the Agreements. In the case where a provision in another agreement we have with you conflicts with a provision in these Terms and Conditions, these Terms and Conditions will prevail.

**GENERAL TERMS AND CONDITIONS:** These Terms and Conditions affect your rights, you should read them carefully. Your use of the Services (or attempt to use the Services) constitutes your acceptance of the Terms and Conditions. You understand and agree that your agreement to these Terms and Conditions is confirmed each time you: (i) log-in or otherwise access the Services; (ii) view your accounts; or (iii) conduct or attempt to conduct any transactions using the Services.

**THE SERVICES ARE INTENDED TO SEND MONEY TO FRIENDS, FAMILY, PURDUE FEDERAL MEMBERS, ACCOUNTS OWNED BY YOU, BUSINESSES AND OTHERS ("RECIPIENTS") YOU PERSONALLY KNOW AND TRUST. YOU SHOULD NOT USE THE SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. PAYMENTS MADE THROUGH THE SERVICES ARE FINAL AND ARE NOT ABLE TO BE REVERSED. WE DO NOT OFFER GUARANTEE PROTECTION OR A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICES (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).** YOU AGREE THAT YOU, NOT PURDUE FEDERAL, ARE PRIMARILY RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER ELIGIBLE PERSON TO WHOM YOU SEND MONEY, OR FROM WHOM YOU RECEIVE OR REQUEST MONEY, USING THE SERVICES.

The Services allow you to act as a sender to authorize a funds transfer from your eligible transaction account to your designated Recipients or to receive funds from another sender, or to request funds from another eligible Purdue Federal Member. Although the Automated Clearing House ("ACH") Network is often used to issue payment instructions for the Services, other methods or payment networks may be used to facilitate the execution and transmission of payment instructions. Payment

instructions executed through the ACH Network shall be evidenced by a request initiated electronically as described herein and will be initiated on your behalf pursuant to these Terms and Conditions, the Agreements, and the National Automated Clearing House Association ("NACHA") rules (the "Rules"). **You acknowledge and agree to the use of the Services, by clicking the "Submit" or "Enroll" button for enrollment, and you authorize Purdue Federal to facilitate authorized funds transfers, payment instructions, payment requests, transactions and payments (collectively, "Payments")**.

You authorize Purdue Federal to execute any Payments you request made within the established procedures set forth in these Terms and Conditions. You understand that the processing of a Payment request may be subject to delay or we may be unable to execute and Purdue Federal shall not be responsible and will incur no liability for any delay or failure to execute your Payment request due to insufficient available funds, refusal or return by Recipient or Recipient's Financial Institution, incorrect or missing payment instruction, exceeding transaction limits, service or maintenance outages, or circumstances beyond our control, including, and without limitation, any inaccuracy, delay in transmission, or failure of transmission of your Payment request to your designated Recipient. You understand that we shall not be required to act upon any notice or instruction received from you or any other person (including without limitation any notes, descriptions, memo lines, or addenda association with any Payment), or to provide any notice or advice to you or any other person with respect to Payments.

You agree to use the Services for legal purposes only and not in violation of any state, federal, or international laws, including but not limited to, laws and regulations designed to prevent money laundering or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations promulgated by the U.S. Treasury Department, such as sanction laws administered by the Office of Foreign Asset Control. You agree that if we suspect or believe a transaction is unlawful or suspicious, we may block the transaction and take any other action we deem to be reasonable. This includes acting to prevent violations of the Unlawful Internet Gambling Enforcement Act of 2006 ("UIGEA") and these Terms and Conditions. The Services should not be used to send tax payments and federal or court ordered payments, including but not limited to Alimony and Child Support or to settle any securities transaction. **Any payments you choose to initiate are at your own risk.** Purdue Federal will not be liable for any late fees, claims, or damages resulting from your use of the Services to make any of these types of payments. We reserve the right to refuse, block and/or reverse Payments in our sole discretion.

All other terms and conditions regarding your account operation, including but not limited to funds availability, overdraft protection, and restrictions on withdrawals and transfers, apply to your use of the Services with your account. See Your Guide to Member Services or Your Guide to Member Business Services for details.

BUSINESS MEMBERS ONLY: Payment instructions executed through the ACH Network shall be evidenced by a request initiated electronically as described herein and will be initiated on behalf of your business pursuant to these Terms and Conditions, the Agreements and the Rules. An Authorized Signer with power to enter into this agreement granted by a Resolution on file with Purdue Federal will be required to execute this agreement prior to enrollment in order to authorize Purdue Federal to facilitate authorized Services and Payments.

**DESCRIPTION OF SERVICES AND AUTHORIZATION:**

You may use Digital or Business Banking to make one-time or repeating Payments to companies, merchants, other members, individuals, or Purdue Federal loans or credit accounts. By initiating a Payment using the Services, you authorize Purdue Federal to debit the amount of the requested funds from the available balance in your eligible account in order to complete the transaction. After authorizing Pay a Bill or Pay a Person payments, such payments will be debited on the business day prior to the date Payment is made to the payee, generally by 8PM EST. If funds are not available for the Pay a Bill or Pay a Person Payment and exceed your available balance at the time the debit is made, you may incur a Non-Sufficient Funds ("NSF") or Paid NSF fee pursuant to Your Guide to Member Services or Your Guide to Member Business Services and relevant Fee Schedules, whichever is applicable. Please refer to Your Guide to Member Services or Your Guide to Member Business Services for further information regarding NSF fees or Overdraft Protection Plan Fees. You understand and agree that your failure to maintain sufficient available funds in the debited account could result in an overdraft or non-sufficient funds transaction and you could be charged fees by both Purdue Federal and other financial institutions or your payees.

**You agree Purdue Federal shall be entitled to consider any transactions or request through the Services as having the same legal authority as a written and signed request by you.** Further, you agree that requests received by Purdue Federal via an authorized user of the Services will be treated as transactions or requests fully and legally authorized by you.

Use of Pay a Bill and Pay a Person requires individuals to have a Purdue Federal membership with an eligible account in good standing with an active debit card, and reside in the United States. By using these services to send or receive funds, you represent and warrant that you meet these requirements.

CONSUMER MEMBERS ONLY: If you notify us that a person is no longer authorized, and we have a reasonable opportunity to act and revoke authorization, subsequent transaction(s) performed by such person are considered unauthorized.

BUSINESS MEMBERS ONLY: If a person is no longer authorized, you are required to remove authority for such person by removing access to the Service through Entitlements.

You acknowledge and agree that, if a Payment describes the Recipient (who may be a "Receiver" as defined by NACHA Rules) inconsistently by name, Pay a Member ID, and/or account number, payment may be made by the Receiving Depository Financial Institution (as defined in the NACHA Rules) on the basis of the account number supplied (including by the Recipient, where applicable), even if it identifies a person different from the named Recipient, and that your obligation to pay the amount of the Payment to us is not excused in such circumstances.

We will use reasonable efforts to complete Payment instructions properly. It is your responsibility to ensure the accuracy of information entered into the Services, and for informing us as soon as possible if you become aware that this information is inaccurate.

Purdue Federal is not responsible for content in a Payment description or message field. Purdue Federal cannot protect against the receipt of descriptions that may be offensive or inappropriate. Description and message content is populated by you and is not reviewed, endorsed or supported by Purdue Federal.

*Pay a Person*

By providing us with the names and mobile phone numbers and/or email addresses of Recipients to whom you wish to direct Payments, you authorize us to follow the Payment instructions that we receive through the Services. You may edit or delete a Payment up until the funds have been debited from your account. ACH transactions will be subject to the NACHA Rules. Our receipt of Payment instructions from you, authorize us to debit your eligible account and remit funds on your behalf. You also authorize us to credit your eligible account for the receipt of Payments returned to us because the processing could not be completed. You agree that the authorization and Payment instructions you provide are conclusive evidence that with regard to each Payment, you authorize and are empowered to authorize us to execute the Payment on your behalf.

BUSINESS MEMBERS ONLY: Due to Business Banking limitations, when using the Pay a Person feature the Payment is sent as either a Business to Business or Business to Person standard entry class (SEC) code via the ACH Network depending on recipient.

*Pay a Person Limits*

Purdue Federal may place daily, monthly and per item limits on the dollar amount or number of Payments that can be made using Pay a Person. We may modify these limits at any time in our sole discretion. Limits may be different for business and consumer members.

*Pay a Member*

In order to send, receive and request Payment(s), both you and Recipient will need to enroll in Pay a Member, create a Pay a Member ID, and designate your preferred accounts. You will need to obtain the Pay a Member ID of the member from which they intend to send, receive, or request Payments. Recipients not enrolled in Pay a Member are not eligible to send, receive or request Payments. By receipt of Payment or giving your Pay a Member ID to another User, you consent to all future Payments or Payment requests until you block a User. By enrolling in Pay a Member you authorize Purdue Federal to share your name, the mobile phone number associated with your account, e-mail address and unique Pay a Member ID with other Users.

Payments will be immediately debited from your account and credited to the Recipient's account. Payments sent to a Recipient not enrolled in Pay a Member will be held for seven (7) days; if not retrieved, the funds will be returned to the your account. **Before you confirm a Payment or Payment request, the partial name of the Recipient will be displayed next to their Pay a Member ID. If the name does not match your intended Recipient, do not confirm the transaction**. You authorize Purdue Federal to debit your account to complete Payments as instructed. If you have given your Pay a Member ID to another sender, you authorize the crediting or debiting of your account.

Blocking another User will prevent Payment requests from showing in your Pay a Member pending transactions but it will not prohibit the blocked User from scheduling requests. Blocked or unfulfilled transactions will be removed from pending transactions after a period of time.

Purdue Federal is not required to send communication confirming or reminding of a pending Payments, Payment requests or delivery, or when a User is blocked. You can review and confirm pending Payments and transaction history within Digital or Business Banking and by reviewing statements sent for your account. Blocked Users are displayed in Pay a Member by ID.

*Pay a Member Limits*
Purdue Federal may place daily, monthly and per item limits on the dollar amount or number of Payments that can be attempted, completed or requested using Pay a Member. We may modify these limits at any time in our sole discretion. Per item limits may be found on the Pay a Member page in Digital Banking. Limitations on the number of transactions that may be performed on your savings or money market accounts, if applicable, are described in your Agreements.

*Pay a Bill ("Bill Pay")*
With the Pay A Bill, Bill Pay service, you can schedule a bill payment for a single one-time, future day or as a recurring Payment. Any recurring Payments scheduled to be delivered on Saturday, Sunday, or any holiday observed by Purdue Federal will be processed on the prior business day. When you instruct us to make a Payment through Bill Pay, you must designate an active account from which that Payment is to be made. The funding account must be an account that is accessible through the Services. If you do not have an active accessible account, you may not use Bill Pay.

You must provide sufficient information about each bill payee to direct a Payment to that payee and permit the payee to identify the correct account to credit with your Payment. While most payees can be paid through Bill Pay, we reserve the right to refuse to pay certain payees. In this event, we will notify you that Bill Pay cannot be used for the payee. You can only make Payments to payees with United States addresses.

Your Bill Pay Payment will be made either by an electronic funds transfer or by sending a paper check to the payee. Payments made by paper check will be debited from your account as any other check. If you authorize a recurring Payment to any payee, those Payments will continue until the specified end date unless you cancel the recurring Payment or there is not a sufficient available balance to allow the Payment. You assume the risk of loss due to an overpayment to the payee on any Payment you initiate using Bill Pay. If at any point in the payment process your Payment is sent using the ACH Network, the transaction will be subject to the NACHA Rules.

*Pay a Bill Limits*
Purdue Federal may place daily, monthly and per item limits on the dollar amount or number of Payments that can be made using Pay a Bill. We may modify these limits at any time in our sole discretion. Limits may be different for business and consumer members.

*Transfers: Account to Account*
You can utilize the Services to transfer available funds in your Purdue Federal accounts to accounts you own and maintain at other financial institutions. You can also transfer available funds from accounts you own and maintain at other financial institutions to your Purdue Federal accounts. All external accounts requested to be used for the Services must be verified in accordance with Purdue Federal's procedures, which may be amended from time to time. **You agree that you will only attempt to enroll accounts that you own, and for which you have the authority to transfer funds.** You understand and agree that your failure to maintain sufficient available funds in the debited account could result in an overdraft or NSF transaction and you could be charged a fee by both Purdue Federal and your other financial institution.

**CHANGE IN TERMS:** We may change these Terms and Conditions by notifying you of such change in writing when legally required to do so and may amend, modify, add to, or delete from these Terms and Conditions from time to time. Such changes shall become effective at the time they are posted unless

another effective date is expressly stated in the revision. Any use of the Services after a notice of change or posting of an updated version of these Terms and Conditions on our website will constitute your agreement to such changes and updated versions. By using any new or modified features when they become available, you agree to be bound by any updated Terms and Conditions concerning these features. Additionally, we may, from time to time, revise or enhance the Services and/or related applications, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate these Terms and Conditions as to all such prior versions of the Services, and/or related applications, and limit access to only the Services' more recent revisions or enhancements.

In the event performance of the Services provided herein in accordance with these Terms and Conditions would result in a violation of any present or future statute, regulation or government policy to which we are subject, and which governs or affects the transactions contemplated by these Terms and Conditions, then these Terms and Conditions shall be deemed amended to the extent necessary to comply with such statue, regulation or policy, and we shall incur no liability to you as a result of such violation or amendment.

We encourage you to visit www.purduefed.com to periodically review the current Agreements and these Terms and Conditions.

**ERROR RESOLUTION:**

Please refer to the Electronic Fund Transfers section of Your Guide to Member Services or the Account Statements section of Your Guide to Member Business Services for information regarding error resolution.

**INDEMNIFICATION; LIMITATION OF LIABILITY; COOPERATION:**

In the performance of the Services, Purdue Federal shall be entitled to rely solely on the information, representations and warranties provided by you pursuant to these Terms and Conditions, and any other applicable agreement or authorization provided by you, and shall not be responsible for the accuracy or completeness thereof. You shall indemnify Purdue Federal, its affiliates, directors, officers, agents, employees, and its licensors, suppliers, and publishers against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of your use or the use of your Users of the Services, your or your Users violation of these Terms and Conditions, or your or your Users violation of any rights of a third party through use of the Services. We shall not be responsible for your acts or omissions (including, without limitation, the amount, accuracy, timeliness or transmittal or authorization of any Payments initiated by you) or those of Users or any other person, including without limitation any Federal Reserve Bank, Automated Clearing House or Receiving Depository Financial Institution (including without limitation the return of a Payment by the applicable Receiver or Receiving Depository Financial Institution), and no such person shall be deemed our agent. Without limiting the generality of the foregoing provisions, we shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond our reasonable control. In addition, we shall be excused from failing to transmit or delay in transmitting a Payment if such transmittal would result in our having exceeded any limitation upon our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in our reasonable judgment otherwise violating any provision of any present or future risk management program of ours, the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. UNLESS OTHERWISE REQUIRED BY LAW, YOU AGREE THAT PURDUE FEDERAL, ITS LICENSORS, SUPPLIERS, AND PARTNERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, COST OF COVER, PUNITIVE OR

SPECIAL DAMAGES, INCLUDING LOST PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES HOWEVER CAUSED AND REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF RECOVERY, EVEN IF PURDUE FEDERAL, ITS LICENSORS AND SUPPLIERS, OR PARTNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, THE UNAVAILABILITY OF, OR MAINTENANCE OF DIGITAL OR BUSINESS BANKING AND/OR THE SERVICES, AND/OR LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM OUR ACTS OR OMISSIONS PURSUANT TO THESE TERMS AND CONDITIONS OR THE AGREEMENTS. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS AND THE AGREEMENTS, THE MAXIMUM TOTAL LIABILITY OF PURDUE FEDERAL, ITS LICENSORS AND SUPPLIERS, PARTNERS, AND YOUR CARRIER TO YOU FOR ANY CLAIM RELATED TO DIGITAL OR BUSINESS BANKING AND/OR THE SERVICES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS $50. EACH PROVISION OF THESE TERMS AND CONDITIONS AND THE AGREEMENTS THAT PROVIDE FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THESE TERMS AND CONDITIONS AND THE AGREEMENTS BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

In the event of damages for which we or you may be liable to each other or a third party pursuant to the Services provided under these Terms and Conditions, we and you will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that a relevant party may be obligated to defend or elect to pursue against a third party.

## AUTHORIZATION – BUSINESS MEMBER USE ONLY – SIGNATURE REQUIRED

As an Authorized Signer of the below named member business ("Member Business"), I hereby certify I have the power to execute these Terms and Conditions on behalf of Member Business, and Member Business agrees to be bound by the terms and conditions set forth herein and in the Agreements.

_____

Member Business Name

Authorized Signer Printed Name:

Signature:

Title: _____

Date: _____