

# Community Credit Union of Florida

## Loan Payment Service - Terms and Conditions

In these Terms and Conditions, the word “Terms” refers to the Terms and Conditions set forth in this agreement; “Our”, “Us,” “We,” “Credit Union,” or “CCU of FL” means Community Credit Union of Florida; “you” and “your” mean each and all of those who agree to be bound by these Terms and Conditions; “Loan” means your CCU of FL loan account (excludes Credit Cards and First Mortgages); and “Funding Account” means your account at a financial institution that you are authorizing us to initiate payments from that will be applied to your Loan.

1. **The Service.** Our Loan Payment Service (the “Service” or “Loan Payment Service”) is a way for you, as an online banking user, to make payments to your Loan with us from a Funding Account at another financial institution. Payments are debited using either your debit card or your other financial institution’s routing number and your account number. The payment is sent through an Automated Clearing House (ACH) transaction.
2. **Acceptance of Terms and Conditions.** These Terms cover the use of the Loan Payment Service. By submitting a payment you agree to the Terms set forth in this agreement, as well as the online banking terms and conditions. If you no longer wish to be bound by these Terms, you should discontinue your usage of this Service.
3. **Payments.** Interest will continue to accrue and late charges may be assessed, if applicable, until final credit is given to your Loan. Payments scheduled on the current business day prior to 1:30 PM (ET) will be processed and credited to the Loan within three business days. In the event a payment is scheduled on a non-business day, after the 1:30 PM cut off time, or on a Federal holiday, the payment will be processed on the next business day and credited to the Loan within three business days following. For the purpose of this disclosure, a business day is defined as any day of the week Monday through Friday, with the exception of Federal holidays as defined by CCU of FL. For a list of these holidays, you can contact us at 321.690.2328 or 1.800.690.2338.
4. **Limitations.** The Service is intended to allow users to conveniently make regularly scheduled loan payments. At our sole discretion, we may impose a limit on the dollar amount or amount of transactions allowed through the Service.
5. **ACH Debit Entry Authorization.** By accepting these Terms and Conditions, you hereby authorize CCU of FL to electronically debit your Funding Account on the date or in the frequency and in the amount designated in the Online Banking screen on which you enrolled in the Loan Payment Service. You understand and agree that this authorization will remain in full force and effect until you notify us by calling us at 321.690.2328 or 1.800.690.2338 or writing us at 1030 South US Hwy 1, Rockledge, FL 32955, three (3) business days prior to the termination of this authorization. You can also send us a secure email by logging into your online banking account online or on the CCU mobile app. Please print these Terms and the screen shots on which you enrolled

in the Loan Payment Service as a copy of your authorization for us to initiate the ACH debit entry to your Funding Account.

6. Adding Your Funding Account to the Loan Payment Service. Only accounts that you own should be added to this Service. In the event that a Funding Account is found to have alternate owners other than that of the Loan, we may at our sole discretion choose to cancel the account or discontinue the Service for that user. It is your responsibility to update your Funding Account information in the event that it changed.
7. Fees and Other Charges. We may charge a fee to make a payment to your Loan. Any charges will be disclosed to you at the time you schedule your payment and will be charged in addition to your requested payment amount. In the event that your payment is returned unpaid from your Funding Account, you will be charged for any and all late charges and/or fees as disclosed in your Loan agreement.
8. Third-party Fees: You are responsible for any fees that may be charged by your financial institution in which your Funding Account is maintained.
9. Cancellation. At our sole discretion, we may cancel your ability to use the Service at any time, for any reason and without notice to you.
10. Notification and Confirmations. You may request that a notification be generated to you through e-mail on the date you initiate your loan payment or transaction. Any notification or confirmation number provided through our site is not confirmation and/or a guarantee that your payment has posted to your Loan. This notification or confirmation number is a confirmation that the payment will be attempted as well as a tool for us to research specific payments that are generated through the Service.
11. Contact Information. We may contact you regarding your usage of our Loan Payment Service. This communication may be through U.S. Mail, email, or phone. It is your responsibility to notify the Credit Union if your current contact information changes. You may contact us by calling 321.690.2328 or 1.800.690.2338 or writing us at 1030 South US Hwy 1, Rockledge, FL 32955.
12. Amendments. We may make changes to these Terms from at any time. Your continued use of the Loan Payment Service will serve as your acknowledgement of, and intent to be bound by, any modifications made subsequent to your initial acceptance of these Terms. Notification of changes will be given as required by law. You agree to receive electronic communications and disclosures regarding this service. Our current Terms will be posted on our website at: <http://www.ccuflorida.org/home/ourstory/disclosures>
13. Limitation of Liability and Warranty. By using the Service, you acknowledge and agree to do so at your sole risk and CREDIT UNION is not responsible for the risk as to the quality, FUNCTIONALITY, availability, performance, PRIVACY, SECURITY, and/or

accuracy of the Service. THE SERVICE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CREDIT UNION DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, QUALITY, AND NON-INFRINGEMENT.

14. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without reference to its conflict of laws provisions, and applicable federal law.
  
15. **Jurisdiction; Venue.** Any and all actions and proceedings arising out of or relating to this Agreement or your use of the Service shall be heard and determined in any Florida state or federal court of competent jurisdiction for Brevard County (the "Exclusive Venue"). In addition, each party hereby irrevocably waives, to the fullest extent permitted by the law, any objection which it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any judgment entered by any court in respect thereof brought in any court not in the Exclusive Venue and further irrevocably waives any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.