

Market USA Federal Credit Union Online Bill Pay Agreement

By using the Online Bill Pay Service, you agree to this Online Bill Pay Agreement (the Agreement) as well as the terms as identified in the Market USA Federal Credit Union ("Market USA") Account Agreement and Disclosures you received when you opened your account. A copy of the Market USA Account Agreement and Disclosures may also be obtained by e-mailing Market USA at memberservices@marketusafcu.com, by visiting a branch office or by calling 301.586.3400 or 800.914.4268.

As used in this Agreement, the words "we", "our", "us", "Market USA" and "Credit Union" mean Market USA Federal Credit Union. "You" and "Your" refer to the account owner(s) entitled to use the Online Bill Pay Service and Online Banking. "Account" or "accounts" means your share and/or loan accounts at the Credit Union.

Online Bill Pay Enrollment

You must enroll in Online Banking and the Online Bill Pay Service and have a linked checking account (referred to as your Funding Account) to use this EFT (Electronic Funds Transfer) Service. All payments you make will be deducted from your Funding Account.

Online Bill Pay Service

You may create payees within the continental United States and United States Territories to pay through the Online Bill Pay Service. Certain payees cannot be set up for processing through Online Bill Pay. These "prohibited payees" include government entities for the purpose of paying taxes, child support, fines, fees or other court appointed payments, collection agencies, payees outside the United States and other payees as designated. The list of "prohibited payees" may be expanded at any time.

Funds will be deducted from your account on the due date. You must have sufficient funds available in your Bill Pay account for each bill payment on the withdrawal date or you will be charged the applicable fees for each bill that is paid under the Privilege Pay program or for each bill payment that is returned for non-sufficient funds. You may change and/or cancel scheduled bill payments until the business day prior to the processing date. Payments scheduled after 4:00 pm EST will not be processed until the next business day. Expedited payments may be available for an additional fee.

Payments are made in the manner available for each payee from two methods:

- Electronic transmission
- Check drawn on the Market USA checking account used for the bill payment

The Credit Union is responsible only for exercising ordinary care in making payments upon your authorization and for mailing or sending a payment to the designated payee based on the circumstances outlined above. Under certain circumstances, the Credit Union will not be liable for losses or damages when transactions, including bill payments, do not occur. In addition to circumstances listed in the Account Agreement and Disclosures, the Credit Union is not liable for damages you incur in using the Online Bill Pay Service, including any finance charges or late fees, for the following reasons: (1) if the estimated time for delivery of payment to the payee is inaccurate; (2) for delays in mail delivery; (3) due to change of payee's address or your account number with the payee; or (4) due to failure of the payee to apply the payment in a timely manner

In Case of Errors or Questions About Your Electronic Fund Transfer

Contact Market USA immediately either: by secure message through online banking; by phone at 301.586.3400 or 800.914.4268; or by mail to 8871 Gorman Rd, Ste 100, Laurel, MD 20723. You can also visit a branch location, as listed at marketusafcu.com.

Online Bill Pay Fees

Please view the current [fee schedule](#) for fee information. Fees apply for expedited payments.

Change of E-mail Address

You agree to notify us immediately of any change in your e-mail address. Contact Market USA: by updating your profile in online banking; by secure message through online banking; by phone at 301.586.3400 or 800.914.4268; or by mail to 8871 Gorman Rd, Ste 100, Laurel, MD 20723. You can also visit a branch location, as listed at marketusafcu.com.

Disclaimer of Warranty and Limitation of Liability

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Online Bill Pay Service provided to you under this Agreement. We do not and cannot warrant that Online Bill Pay will operate without error, or that Online Bill Pay will be available at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of Online Bill Pay, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.

Relationship to Other Agreements

The terms and conditions of your Membership and Account Agreement for each of your Credit Union accounts as well as your other agreements with the Credit Union such as loans continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is also subject to applicable federal laws and the laws of the State of Maryland. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

Amendments

We may amend any term of this Agreement at any time. If you do not wish to accept the change, you may terminate or discontinue the use of the Online Bill Pay Service at any time.

Rights Reserved

Market USA Federal reserves the right to reject a payee, discontinue the Online Bill Pay Service or to suspend account access at any time.