Welcome to Loan Payment! The “Loan Payment Service” or the “Service” enables you to make payments to your Affinity loan including your Affinity credit card from any other account held by you at another financial institution - referred to in this agreement as “Accounts” - assuming, of course, that the transfer is permitted by your Financial Institution and by law. (Important – third party transfers are not allowed for Loan Payment Transfer.) You authorize Affinity Federal Credit Union, to electronically debit your designated account at your other Financial Institution in order to make a payment on your affinity loan as specified.

Please take a few minutes to read this Loan Payment Service Agreement (referred to throughout as the "Agreement"). Any reference to "Affinity Federal Credit Union" in this Agreement includes any directors, officers, employees, contractors, service providers, agents or licensees of Affinity Federal Credit Union. As used in this Agreement, the words "you" and "your" refer to you as the user of the Service; the words "we," "us," "our" and any other variation thereof refer to Affinity Federal Credit Union. When you're ready, click the "I Agree" box to start enjoying the convenience and financial security of Loan Payment Transfer!

Acceptance of Terms
This Agreement sets out the terms and conditions (the "Terms") on which our service provider and Affinity Federal Credit Union will provide and you may use the Service and forms part of a legally binding agreement between you and Affinity Federal Credit Union. When you click on the "I Agree" button, you agree to accept the Terms, including any amendments to this Agreement or any changes in the Terms. Your request may be accepted or declined by our service provider and/or Affinity Federal Credit Union based on specific criteria. If you do not agree to all of the Terms, click on the "I Disagree" button. If you do not accept and agree to all of the Terms, you will not be entitled to use the Service. Affinity Federal Credit Union reserves the right to change the Terms under which the Service is offered in its sole discretion at any time; however, Affinity Federal Credit Union will notify you of any material change to the Terms. In most cases, you will receive the notice on-line the next time you log in; however, Affinity Federal Credit Union reserves the right to notify you by e-mail or by conventional mail, in its discretion. You agree that if you continue to use the Service after we notify you of any change, you thereby accept the changes to the Terms and agree to be bound by this Agreement, as amended. If you do not accept and agree to the changes to the Terms, you will not be entitled to use the Service. You can review, download and print the most current version of this Agreement at any time by clicking on "Loan Payment Agreement and Disclosures."

Overview
By submitting the payment information, you authorize Affinity Federal Credit Union to originate an ACH or debit card transfer from your external Financial Institution to pay your Affinity loan including your Affinity credit card. You agree to follow any applicable instructional material we provide to schedule and initiate your loan payment transfers ("Loan Payment").

Charges or Fees
A $4.95 transaction fee will be assessed for each payment made using a debit card from another Financial Institution. We reserve the right to change fees applicable to this service from time to time. You agree to pay such fees and authorize the Loan Payment transfer to charge your designated account at your other Financial Institution for these amounts and any additional charges that may be incurred by you. Any fees associated with your loan account will continue to apply.

Accounts
You understand that in order to complete a Loan Payment, it is necessary for Affinity Federal Credit Union and its Loan Payment service provider to access the websites and databases of your other Financial Institution where you hold accounts, as designated by you and on your behalf, to retrieve information and effect the Loan Payment you request. By using the Loan Payment transfer, you represent
and warrant to Affinity Federal Credit Union that you have the right to authorize and permit us to access your accounts to affect such Loan Payment or for any other purpose authorized by this Agreement, and you assure us that, by disclosing and authorizing Affinity Federal Credit Union to use such information you are not violating any third-party rights. You warrant and represent that the information you are providing us with is true, current, correct and complete. You hereby authorize and permit Affinity Federal Credit Union and its Loan Payment transfer service provider to use information submitted by you to accomplish these purposes and to configure the Loan Payment Transfer Service to be compatible with the accounts.

For as long as you are using the Loan Payment transfer, you give to Affinity Federal Credit Union and its Loan Payment transfer service provider, a limited power of attorney and appoint Affinity Federal Credit Union and our Loan Payment transfer service provider as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the accounts, effect funds transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting Loan Payment. Once Affinity Federal Credit Union and/or its Loan Payment transfer service provider has actual knowledge that you wish to cease using the Loan Payment transfer as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by Affinity Federal Credit Union and/or its Loan Payment transfer service provider in good faith before Affinity Federal Credit Union has actual knowledge of termination by you and has a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you.

You understand and agree that at all times your relationship with each account provider is independent of Affinity Federal Credit Union and your use of the Loan Payment transfer. We will not be responsible for any acts or omissions by the other Financial Institution or other provider of any account, including without limitation any modification, interruption or discontinuance of any account by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN AFFINITY FEDERAL CREDIT UNION AND ITS LOAN PAYMENT TRANSFER SERVICE PROVIDER IS EFFECTING AN EXTERNAL LOAN PAYMENT TRANSFER FROM OR TO ANY OF YOUR ACCOUNTS, AFFINITY FEDERAL CREDIT UNION AND ITS LOAN PAYMENT TRANSFER SERVICE PROVIDER IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY.

YOU AGREE THAT AFFINITY FEDERAL CREDIT UNION, IT’S AFFILIATES, SERVICE PROVIDERS AND PARTNERS SHALL BE ENTITLED TO RELY ON THE FOREGOING AUTHORIZATION, AGENCY AND POWER OF ATTORNEY GRANTED BY YOU. YOU AGREE THAT AFFINITY FEDERAL CREDIT UNION SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) AFFINITY FEDERAL CREDIT UNION’S ACCESS TO THE ACCOUNTS; (2) AFFINITY FEDERAL CREDIT UNION’S DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR EXTERNAL LOAN PAYMENT TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS AND (5) ANY LOAN PAYMENT TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS.

Not all types of accounts are eligible for Loan Payment transfer. Be sure to check with your financial institution for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the provider of your account or those imposed by applicable law.
Accuracy of Information You Provide

You agree to provide true, accurate, current and complete information about yourself and your accounts at the other Financial Institution, and you agree not to misrepresent your identity or information related to your accounts at your other Financial Institution. You acknowledge that we will rely on the information provided by you, and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you. We are not obligated to take any further steps to confirm or authenticate such instructions and may act upon them without further communication. If instructions identify a Financial Institution and/or a Third-Party Account by name and number, Affinity Federal Credit Union may execute those instructions by reference to the number only, even if the number does not correspond to the name. You acknowledge that financial institutions may not investigate discrepancies between names and numbers. We shall have no Liability for any losses resulting directly or indirectly from any of your errors, duplications, ambiguities or misrepresentations in the information that you provide.

Electronic Communications

The Loan Payment Transfer service is an electronic, Internet based-service. Therefore, you understand and agree that this Agreement will be entered into electronically and that the following categories of information (“Communications”) may be provided to you by electronic means:

- This Agreement and any amendments, modifications or supplements to it.
- Your records of loan payment transfers through the service, including without limitation confirmations of individual transactions
- Any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by federal or state law.
- Any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Service.
- Any other communication related to the Service.

Although Affinity Federal Credit Union reserves the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format will be considered to be "in writing." You should print a paper copy of this Agreement and any electronic Communication that is important to you and retain the copy for your records. If you do not agree to receive this Agreement or the Communications electronically, you may not use the Service.

Communications may be posted on the pages of the Service website or other website disclosed to you and/or delivered to the e-mail address you provide. Any electronic Communication sent by e-mail will be deemed to have been received by you when we send it to you, whether or not you received the e-mail. If the Communication is posted on the Service, then it will be deemed to have been received by you no later than five (5) business days after we post the Communication on the pages of the Service, whether or not you retrieve the Communication. An electronic Communication by e-mail is considered to be sent at the time that it is directed by Affinity Federal Credit Union's e-mail server to the appropriate e-mail address. An electronic Communication made by posting to the pages of the Service is considered to be sent at the time it is publicly available. You agree that these are reasonable procedures for sending and receiving electronic Communications.

Hardware and Software Requirements.

In order to access and retain Communications, you must have: An Internet browser that supports 128-bit encryption, such as Microsoft® Internet Explorer 11, latest version of Firefox & Chrome, & Safari 9.0 or higher.

Frequency and Dollar Amounts of Transfers
Affinity Federal Credit Union will limit your Loan Payment Transfer amount to no more than the payment amount due or up to a maximum of $9,999.99. In order to initiate a loan payment using the Loan Payment transfer service, you must have an amount due. Affinity Federal Credit Union may from time to time for security and risk management reasons modify the limits, the frequency and the dollar amount of Loan Payment transfers you can make using the Loan Payment transfer.

**Transfers Subject to the Rules of the Accounts**

Additionally, all Loan Payment are also subject to the rules and regulations governing the relevant accounts. You agree not to affect any Loan Payment from accounts that are not allowed under the rules or regulations applicable to such accounts.

**Rejection of Transfers**

Affinity Federal Credit Union reserves the right to decline to affect any Loan Payment, to submit Loan Payment instructions or orders or to carry out change or cancellation requests.

**Authorization**

You authorize Affinity Federal Credit Union to select any means to execute your Loan Payment instructions. You understand that, to affect your Loan Payment instruction, Affinity Federal Credit Union utilizes either Merchant Processing (debit card), or the Automated Clearing House (ACH) using applicable ACH Rules, Affinity Federal Credit Union debits an account at Your Other Financial Institution and credits your Affinity loan account. Affinity Federal Credit Union reserves the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if Affinity Federal Credit Union cannot collect the amount credited. To affect this collection, you understand and authorize Affinity Federal Credit Union to debit the credited loan account or the debited account in either the same dollar amount as the original funds transfer or a portion of the debit. There may be a fee associated with such collection imposed by the financial institution holding the account.

You understand and agree that Affinity Federal Credit Union may from time to time impose additional charges in connection with your Loan Payment transactions. Affinity Federal Credit Union may notify you of such fee in advance of the transaction. If you choose to proceed with the transaction, you authorize Affinity Federal Credit Union to debit your account in the amount indicated.

In the event that a debit to any of your accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and Affinity Federal Credit Union is unable to debit either the debited or the credited account as set forth above, Affinity Federal Credit Union reserves the right to debit any of your other accounts to the extent necessary to offset any resulting deficiency. Affinity Federal Credit Union will not undertake to notify you in such event, other than by posting any such transfer or transfers to the applicable account in accordance with this Agreement.

You understand and agree that in the event Affinity Federal Credit Union is unable to execute your Loan Payment request utilizing the ACH or Debit Card, Affinity Federal Credit Union may utilize other established payment mechanisms in order to complete your Loan Payment instructions, such as wire transfer or check.

You agree to and understand that the following terms apply to this authorization:

- Your account at the other Financial Institution will be debited (charged) and funds will be credited to your Affinity Federal Credit Union loan.
- You acknowledge that it is your responsibility to insure that sufficient funds are on deposit in your account at the other Financial Institution on the Payment date the Loan Payment Transfer is initiated ("Payment Initiation Date") to make the payment as scheduled. In the event that funds are not available in your account at the other Financial Institution and the entry is returned,
Affinity Federal Credit Union will debit your Loan and it will be your responsibility to re-initiate the transaction or make a payment by other means.

- If the due date for your Loan Payment falls on a weekend or a holiday, the transaction should occur on the prior business day.
- You understand that payments scheduled for the same day or next day may still take a business day to process and anything submitted after 4:30 pm EST will begin processing the next business day.
- Affinity Federal Credit Union is relying on the information you entered. If the information is incorrect, the debit may be returned, which could result in your payment being late and additional fees or charges.
- You understand that this payment transaction must comply with all applicable law. This authorization will remain in effect unless/or until you notify Affinity Federal Credit Union that you have revoked it. Notice must be given by completing the “Edit Payment or Cancel” transaction in the Loan Payment section of the online/mobile banking service prior to 4:30 pm EST on the Payment Initiation Date. You can also stop payment by notifying the other Financial Institution that holds the account from which payment will be debited.
- If any payment is rejected or is reversed for any reason, that payment will be reversed on your loan and you will be responsible for making payment to Affinity Federal Credit Union separately.
- If any payment is rejected by the other financial institution for reasons other than insufficient funds it may result in the external account being blocked from the service.
- If a loan has multiple returned payments due to insufficient funds the Affinity loan may be blocked from the service. You may request the block to be removed after 6 consecutive months of good payment history.

Timing of External Loan Payment Transfers and Related Information

Scheduled recurring payments will be posted on the Payment Initiation Date after 4:30 pm EST. Payments will be credited to your loan on the scheduled Payment Initiation Date by 5:00 pm EST. Because of the time required to process transactions, a Loan Payment transfer that you initiate may or may not be reflected in the balances of your affected Accounts before the transaction is actually processed and posted in our official records for the Accounts. Subject to the requirements of applicable law, you agree that we shall have a reasonable opportunity and time to complete the posting of Loan Payment transfers. Future-dated Loan Payment transfers may be cancelled or changed through the Loan Payment platform at any time prior to 4:30 pm EST on the Payment Initiation Date. Funds will be applied to your loan account according to the loan terms and conditions.

Scheduling Payments

For each Payment Initiation Date, the Loan Payment transfer will designate your loan due date. To ensure timely credit to your Loan by the due date, you must select a Payment Initiation Date that is no later than the actual date that your payment is due. If the actual due date falls on a non-Business Day, you must select a Payment Initiation Date that is at least one (1) Business Day before the actual due date. Payments must be initiated by 4:30 pm EST to be credited to your loan on the same business day. If the date of your recurring payment falls on a non-Business Day, the payment will be initiated on the next Business Day. Scheduled Payment Initiation Dates must be prior to any late date or the end of any grace period. You are responsible for any late charge, finance charge, penalty or default or other consequence that may result from your selecting a Payment Initiation Date later than the due date.

Cancelling or Changing External Loan Payments

You may cancel or change a Loan Payment you have initiated or scheduled (including recurring payments). You may not cancel or change a Loan Payment after the service has begun processing the transaction and/or after 4:30 pm EST as displayed in the platform. You should refer to other sections of the Agreement for additional terms regarding the cancellation or stopping of payments. Otherwise, Affinity
Federal Credit Union shall have no obligation to cancel, change, or stop payment on any payment that you have initiated through the Loan Payment Transfer, except as required by applicable law.

**Documentation**

You may access all Loan Payments affected or pending at any time by logging into Online/Mobile Banking and clicking on "Loan Payment". You will have access to 90 days of Loan Payment history. Additional transaction history is available by viewing your monthly statements.

**Responsibility for Errors**

You understand that Affinity Federal Credit Union must rely on the information provided by you and you authorize Affinity Federal Credit Union to act on any instruction which has been or reasonably appears to have been sent by you, to submit Loan Payment funds transfer instructions on your behalf. You understand that financial institutions receiving the funds transfer instructions may rely on such information. Affinity Federal Credit Union is not obligated to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that, if you provide Affinity Federal Credit Union with incorrect information or if there is any error in your instruction, Affinity Federal Credit Union will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, Affinity Federal Credit Union reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

**Security Procedures**

You understand that the financial institution at which an account is maintained may contact Affinity Federal Credit Union to verify the content and authority of funds transfer instructions and any changes to those instructions. You understand that, as your agent, Affinity Federal Credit Union may provide to such financial institution such information as may be required to verify the instructions and may constitute a valid security procedure under the rules governing such account.

**Account Number Policy**

If funds transfer instructions identify a bank or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that the other Financial Institution will not investigate discrepancies between names and numbers. In addition, you agree that Affinity Federal Credit Union has no responsibility to investigate discrepancies between names and numbers.

**Joint Account Holder**

In submitting information for the Loan Payment transfer, you confirm that, if any of your accounts is a joint account, our joint account holder has consented for you to use your account(s) for the Loan Payment transfer. Affinity Federal Credit Union will end your use of the Loan Payment transfer if any joint account holder notifies Affinity Federal Credit Union that (i) they never consented to your use of the Affinity Federal Credit Union's Loan Payment transfer, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

**Means of Transfer**

You authorize Affinity Federal Credit Union to select any means Affinity Federal Credit Union deems suitable to provide your Loan Payment instructions to the applicable Financial Institution. These choices include banking channels, debit card, electronic means, funds transfer systems, mail, courier, or
telecommunications services, intermediary banks and other organizations. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems, such as CHIPS or automated clearing house (ACH) as published by the National Automated Clearing House Association (NACHA). Affinity Federal Credit Union shall make all reasonable efforts to ensure that your transfer requests are processed on time; however, Affinity Federal Credit Union reserves the right to hold funds beyond the normal period and if any interest is earned will be the property of the Affinity Federal Credit Union.

Our Liability

You agree that your Loan Payment instructions constitute authorization for Affinity Federal Credit Union to complete the transfer. You represent and warrant to Affinity Federal Credit Union that you have enough money in the applicable accounts to make any Loan Payment you request that Affinity Federal Credit Union makes on your behalf through the Loan Payment. You understand and agree that Affinity Federal Credit Union is not liable under any circumstances for any losses or damages if, through no fault of Affinity Federal Credit Union, you do not have enough money to make the Loan Payment, and the Loan Payment is not completed or is later reversed or if your Financial Institution does not permit the transfer or the Loan Payment would exceed the credit limit on any applicable overdraft line. You also understand and agree that Affinity Federal Credit Union is not responsible for any losses or damages if circumstances beyond the Affinity Federal Credit Union’s control (such as fire or flood) prevent Affinity Federal Credit Union from making an Loan Payment or if Affinity Federal Credit Union website was not working properly, and you knew about the breakdown when you started the Loan Payment.