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Bill Pay Terms and Conditions

Introduction

This Terms of Service document or Agreement is a contract between you (hereinafter means each person who is authorized to use the service) and Launch Credit Union. You may use Launch Credit Union's bill paying service, to direct Launch Credit Union to make payments from your designated checking account to the "Payees" ("Payee" means anyone, including the Financial Institution, that you designate to pay and the Financial Institution accepts as a payee) that you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account. In the event of a discrepancy between this Agreement and Disclosure, you and us, this Agreement and Disclosure will control.

Instructions for Setting up Payees & Payments

Payees: If you want to add a new "Payee," first select the "Payee" tab located in the bill pay or speak to a service representative. The Financial Institution reserves the right to refuse the designation of a "Payee" for any reason.

Payments: You may add a new 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" with-in the United States (including U.S. territories and APO's / AEO's). The Financial Institution is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

The Bill Paying Process

Single Payments: A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) 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 the Financial Institution, is currently 3:00pm eastern.

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 date (generally weekends and certain holidays) 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 date (generally weekends and certain holidays), 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 date 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 date after the calculated processing date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st 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 sufficient time for your payments to reach your "Payees".

Cancelling a Payment

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

eBills

Presentation of electronic bills. You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary "trial basis." In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.

Available Funds

There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. Our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn against your account.

Fees

Service fees may be charged for certain services as disclosed on our Fee Schedule. You authorize us to deduct all fees from any of your accounts without prior notice

Receipts and Transaction History

You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

Subscriber Information

You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.

Data

We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include

but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third-party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

Arbitration

For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

Indemnification

You agree to defend, indemnify, and hold harmless Us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim, or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service

Release

You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service.

No Waiver

We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Exclusions of Warranties

THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

Disclosure of Information to Third Parties

You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service's records and the Biller's records.

Liability

You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment. The Financial Institution is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment. The Financial Institution is not liable for any failure to make a bill payment if you fail to notify the Financial Institution after you learn that you have not received credit from a "Payee" for a bill payment within 10 business days after the payment is sent.

The Financial Institution is 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 the Financial Institution's agent.

In the event we are unable to process a transaction, (if, for example, there are insufficient funds in your designated account) the transaction will result in a Failed Payment. In such event, we will charge the total cost of the transaction, including any service charges, to you. In the event of repetitive failed payment or transfer, we reserve the right to suspend your access to the services. This suspension may be without prior notice to you. If your access is suspended, transactions which were previously initiated may still continue to be processed unless canceled and confirmation of such cancellation is provided as specified below. Suspension will be handled by Customer Service and all inquiries and correspondence including request for reinstatement should be directed to Customer Service. With respect to any failed payment or transfer, you agree to reimburse us within fourteen (14) days after notice is sent to you, for any funds we have already paid to one or more of your designated merchants which we were unable to recover by debit to the merchant or charge to you. The Service Provider is authorized to report the facts concerning the return to any credit reporting agency

Amendment

The Financial Institution has the right to change this agreement at any time by notice mailed to you at the last address shown for the account on the Financial Institution's records, by posting notice in branches of the Financial Institution, or as otherwise permitted by law.

Notices to You

You agree that we may provide notice to you by posting it on our website, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your member profile.

Address or Banking Changes .

It is your sole responsibility, and you agree to ensure that the contact information in your user profile is current and accurate. Contact information updates should include your email address and mobile phone number, as both are important points of contact for digital banking and bill pay.

Errors, Questions, and Complaints

In case of an error or questions about your transactions, please contact Launch Credit Union, Monday-Wednesday 9:00 am-5:00pm, Thursday and Friday 9:00 am -6:00 pm ET at 321-455-9400.

Unavailability of Bill Pay

You understand and agree that Bill Pay may at times be temporarily unavailable due to our system maintenance or technical difficulties including those of the Internet and cellular service providers. In the event that Bill Pay is unavailable, you acknowledge that you can pay merchants/companies by other means.

Termination

The Financial Institution has the right to terminate this agreement at any time. You may terminate this agreement by written notice to the Financial Institution. The Financial Institution is not responsible for any fixed payment made before the Financial Institution has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the Financial Institution on your behalf.