

Achieva Credit Union

Quick Pay Loan Payment Service Agreement

In these Terms and Conditions, the word “Terms” refers to the Terms and Conditions set forth in this Agreement; “Credit Union” means Achieva Credit Union; “you” and “your” mean each and all of those who agree to be bound by these Terms and Conditions; “Loan” means your Achieva Credit Union loan account; and “Funding Account” means your account at an outside financial institution that you are authorizing us to initiate payments from that will be applied to your loan.

Our Quick Pay service is a way for Achieva Credit Union members to make payments to their Achieva Credit Union loans. Interest will continue to accrue and late charges may be assessed, if applicable, until final credit is given to your loan.

1. Acceptance of Terms and Conditions

These Terms cover the use of the Quick Pay loan payment service. By submitting a payment you acknowledge that you are not required to pay us via our internet payment option and 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.

2. Accessing Quick Pay Service

You can access this service directly from our website at <https://www.achievacu.com>; inside the Achieva Credit Union Online Banking system (login is required); through the Achieva Credit Union Mobile Banking App; and inside Achieva Credit Union Mobile Banking (login is required).

3. Method of Payments

You may choose one of the payment methods that are available to you:

a. Achieva Credit Union Account: Your accounts will display with available balances. Your payment will be posted at the same time.

b. External Account: Using your other financial institution’s routing number and your account number via the Automated Clearing House (ACH) system. Your payment will be posted in one (1) to two (2) business days. 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. If a payment is returned due to Non-Sufficient Funds (NSF) in your checking or savings account, you agree to pay a \$15.00 NSF fee. Please be sure to schedule ACH payments 2 business days prior to the due date to avoid the NSF fee.

c. Credit or Debit Card: Your payment will be posted at the same time.

4. Service Limitations

This service is intended to allow users to conveniently make regularly scheduled loan payments. We may impose a limit on the dollar amount or amount of transactions allowed through this service.

5. Adding External Accounts to the Loan Quick Pay Service

Log into Online Banking, select “All Services” and “Funds Transfers,” click on the “External” eTransfers tab to enroll in the service, then click on the “Accounts” tab to add your External Accounts. Only accounts that you own should be added to this service. In the event that a Funding Account is found to have alternate owners than that of the loan, we may cancel the account or discontinue this service for that user. It is your responsibility to update your Funding Account information in the event that it changed.

6. Fees and Other Charges

You will be charged a Quick Pay Fee to make a debit or credit card payment to your loan. That charge will be disclosed to you at the time you submit your payment, and will be charged in addition to your requested payment amount. You will also be charged a fee in the event that your payment is returned unpaid from your External Account as disclosed in your loan agreement. You may also be subject to a late charge as disclosed in your loan agreement. Refer to a current Achieva Credit Union fee schedule and your loan disclosures for the applicable fee amounts.

You further agree that by your use of this service you are responsible for all fees, data charges, limitations, and/or restrictions that your financial institution and wireless service providers and/or wireless carriers may assess.

7. Cancellation

We may cancel your ability to use this service in the event of multiple failed payments or if your loan is delinquent. We reserve the right to cancel this service at any time, for any reason without notice to you.

8. Notification and Confirmations

A notification will be generated to you via email on the date your transaction begins to process for a recurring transaction or a scheduled future payment. Any notification or confirmation number provided via our site is not a guarantee your payment has posted to your loan. This is a confirmation that the payment will be attempted, as well as a tool for us to research specific payments that are generated through this service.

9. Indemnification

Achieva Credit Union will not be responsible for, and you expressly agree to indemnify, defend, and to hold the Credit Union, its affiliates, service providers, contractors and all of their directors, officers, employees, and agents harmless from, every claim, damage, loss, delay, cost; including, without limitation, attorney's fees; or liability which arises, directly or indirectly, in whole or in part any actions, omissions, negligence or breach of any agreement between you and Achieva Credit Union

10. Limitation of Liability

You agree the Credit Union will not be liable for a failure to complete a transaction if, among other things:

- a. Through no fault of ours, your account does not contain enough money, or sufficient collected funds, to complete the transaction;
- b. If through no fault of ours, the other parties to the transaction fail to execute the transaction;
- c. Your account is frozen because of a court order or similar reason;
- d. Your account or card information has been reported lost or stolen;
- e. The occurrence of circumstances beyond our reasonable control including failure of electronic or mechanical equipment, telephone or internet disruptions, computer viruses, "hacking," unauthorized access, identity theft, delays in the banking system, whether, natural disasters, acts of terrorism, war, governmental restrictions and the like. In no event will we be liable for any indirect, incidental, consequential, special or punitive damages incurred by you arising out of a breach of this agreement by Achieva Credit Union.

11. Security

You are solely responsible for the maintenance and operation of your computer or mobile device used to access the Quick Pay loan payment service. Achieva Credit Union shall not be responsible for any errors, deletions, or failures that occur as a

result of any malfunction of your systems. Notify our Call Center immediately at 727-431-7680, if you suspect unauthorized access.

12. Contact Information.

By using this service, you give your consent for us to contact you regarding your usage of our Quick Pay loan payment service. This communication may be via U.S. Mail, email, text message or phone. It is your responsibility to notify the Credit Union if your contact information changes.

13. Amendments.

We may make changes to these Terms from time to time. Continued use of the Quick Pay loan payment service will serve as your acknowledgement and 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 <https://www.achievacu.com>.

14. Questions.

If you have any questions when using our Quick Pay service for your loan payments, you may contact us by call us at 727-431-7680 or mailing us at the following:

Achieva Credit Union
P.O. Box 1500
Dunedin, FL 34697

