

ONLINE BANKING / BILL PAYMENT TERMS & CONDITIONS

The following terms and conditions govern the manner in which Merck Sharp and Dohme Federal Credit Union (Us, We, Our) will provide Online Banking and Bill Payment Services (Services) to You:

A. Our Member Service Information:

Online Banking Member Service is available at (215) 996-3700. For a listing of support hours, please check our website at www.msdfcu.org.

Bill Payment Member Service is available at (888) 503-1191.

Mail may also be addressed to:

Merck Sharp & Dohme Federal Credit Union, 335 W. Butler Avenue, Chalfont, PA 18914
or info@msdfcu.org.

B. General Information:

You may use Online Banking and Bill Payment virtually any time, day or night, 7 days a week to (1) check account balances, (2) transfer money from Savings or Checking Account or make a loan payment, (3) transfer money from your line of credit, (4) check history on your accounts, (5) download account history to Your hard drive or to financial software such as Microsoft Money® or Quicken®, (6) pay most bills online and (7) obtain Credit Union product and service information. You authorize Us to utilize Fiserv and ORCC to provide the Services to You on Our behalf. Online Banking and Bill Payment may be temporarily unavailable due to Credit Union record updating or technical difficulties.

Payment of taxes or court-directed payments via the Services is prohibited. We reserve the right to refuse to make any payment and/or transfer. Funds will arrive at Your targeted Merchant and/or Account as close as reasonably possible to the date designated by You in Your payment and/or transfer instructions (Payment Date). Subject to the terms and conditions of this Agreement, You authorize Us, and any third party acting on Our behalf, to choose the most effective method to process Your payment and/or transfer; including, without limitation, electronic, paper or some other draft means. For each properly instructed payment to an eligible Merchant and/or transfer to a targeted Account, You will receive a transaction confirmation number (Confirmation Number). The Payment Date indicated by You must always be a Business Day (as defined below). If it is not, the Payment Date will be deemed to be the first Business Day after the date indicated.

C. Bill Payment Guarantee:

If a properly scheduled payment is not received and posted on time by the payee, we will attempt to have any late fees or assessed finance charges removed. If the merchant is unwilling or unable to remove them, the fees and finance charges will be paid directly to the merchant. Your account will be noted appropriately to ensure that the situation does not negatively impact your credit rating. The Payment Guarantee applies to late fees and/or finance charges associated with the late posting of a payment, provided that the following conditions are met:

- The payment was scheduled to be paid at least two or five business days prior to the due date, excluding any grace periods. (The one exception to this guideline is that mortgage payments should be scheduled to be paid on or before the due date. For example, a mortgage payment due on July 1st, with a 15-day grace period, must be scheduled for processing by no later than July 1st). Two-day payments are remitted to electronic merchants, and five-day payments are remitted to check merchants. Please note, "Today" payments are not actually processed/remitted until the

following business day. The "today" payment date is Day 0 (this is the debit date). The payment processing date (the next business date when the credit is remitted) is actually Day 1.

- The payment was not made to an excluded merchant (see list below):
 - Tax entities*
 - Collection agencies*
 - Court-ordered payments such as alimony, child support, speeding tickets, etc.*
 - Payments to payees outside of the United States*
 - Payments to payees located in the Armed Forces Postal Codes such as AE and AP
 - Payments to settle securities transactions
 - Payments to payoff "special financing" transactions
 - Unprocessed payments due to debit failures

*Payments to these merchants are not permitted through this service.

- The information supplied by the user is correct (payee name and address, user name and account number as it appears on the payee's records).

D. Limitation:

Under no circumstances will We be liable if We are unable to complete any payments and/or transfers initiated in a timely manner via the Services because of the existence of any one or more of the following circumstances:

- You do not obtain Confirmation at the time You initiate a payment and/or transfer.
- The designated Account does not contain sufficient funds to complete the payment and/or transfer.
- You have closed the designated Account.
- We have identified You as a credit risk and have chosen to (i) make all payments and/or transfers initiated by You via the Services utilizing a paper, as opposed to electronic, method, or (ii) terminate Your subscription to the Services.
- The Services, Your equipment, the software, or any communications link is not working properly and You know or have been advised by Us about the malfunction before You execute the transaction.
- You have not provided Us with the correct information for those Merchants to whom You wish to direct payment or Accounts to which You wish to make a transfer.
- The Merchant mishandles or delays handling payments sent by Us.
- Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside source) prevent the proper execution of the transaction and We have taken reasonable precautions to avoid these circumstances.

WE ARE NOT RESPONSIBLE FOR ANY OTHER LOSS, DAMAGE OR INJURY, WHETHER CAUSED BY YOUR EQUIPMENT OR SOFTWARE, THE SERVICES, OR ANY TECHNICAL OR EDITORIAL ERRORS CONTAINED IN OR OMISSIONS FROM ANY USER GUIDE/BROCHURE RELATED TO THE SERVICES. WE SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR

MAINTENANCE OF YOUR EQUIPMENT, SOFTWARE OR THE SERVICES, EXCEPT WHERE THE LAW REQUIRES A DIFFERENT STANDARD.

E. Transaction Modes and Processing Dates:

Payments may be processed in three (3) different ways:

"Today" Payment. If you designate a payment as a "Today" transaction, the processing date will be next business day. Sufficient funds must be available at the time you request the payment. "Today" payments may not be canceled for any reason once your Bill Payment session is ended, as the funds are immediately deducted from Your checking account.

"In the Future" Payment. If you designate a payment as an "In the Future" transaction, you may request that a transaction be made on any future date up to 364 days in advance. The processing date will be the effective date that you enter, or the next business day if the effective day falls on a weekend or holiday. The transaction amount must be available by midnight of the night before the processing date. "In the Future" transactions may be changed or canceled until midnight of the night before the processing date.

"Recurring" Payment. If you designate a payment as a "Recurring" transaction, you may request us to make a payment in the same amount to the same merchant at a specified regular interval of time (i.e. monthly or weekly). You will enter both a "starting" and "ending" date. The processing date will be the effective date you entered, or the next business day if the effective date falls on a weekend or holiday. The payment amount must be available by midnight of the night before the processing date, but will be deducted on the actual processing date. "Recurring" payments may be changed or canceled until midnight of the night before the processing date.

Payment Cancellation/Modification Payments entered in the "Today" mode cannot be canceled, or modified once your Bill Pay session is completed. Except as stated in the section above, in order to effect a cancellation or modify a Bill Payment transaction processing using the "In the Future" or "Recurring" modes, you must use the Bill Payment service and follow the instructions provided to you. You must cancel the payment using Bill Payment by midnight of the day before the scheduled processing day.

F. Online Banking and eStatements:

By enrolling in Our Online Banking service, you agree to receive your periodic statements, notices, and disclosures in electronic form. You consent and agree to the following:

- You will provide us with an email address that will be used to send you all electronic statement related notifications. You will let us know immediately if this e-mail address changes (see contact information below). You understand that you have no expectation of privacy if the notification is transmitted to an email address owned by your employer. You further agree to release Us from any liability if the information is intercepted by an unauthorized party at your employer or other e-mail address selected by you.
- Upon receipt of your consent or by not changing your e-statement selection to "Mail" and using the e-mail address you provide, we will send you notification of the availability of your periodic account statement each statement period (statement cycle), and you will be required to access Our Online Banking web site in order to view your statements.
- You will be required to enter your Online Banking logon and password to view the electronic statement(s) and images. It is your sole responsibility to protect your logon and password from unauthorized persons.
- Your consent to receive electronic statements shall remain in effect until revoked by you. If you elect to revoke your consent to receive electronic statements you may do so from the "Preferences" page in Online Banking, or you may notify us via email at info@msdfcu.org or by

telephone at (215) 996-3700. If the revocation of your consent is received less than ten (10) days before the end of your normal statement cycle, it may not take effect until the following statement cycle.

- You may request a paper statement at any time (see Contact Information) for a fee, as noted on our fee schedule.

All payments and/or transfers made via the Services will be listed on Your monthly account statement (eStatement) that you receive from Us.

G. New Services:

We may, from time to time, introduce new services or enhance the existing Services. We shall notify You of the existence of these new or enhanced services. By using these services when they become available, You agree to be bound by the obligations concerning these services, which will be sent to You.

H. Care of Your Password and Security:

You agree that You will not give your Services Password to any other person. If You believe that Your Password has been lost or stolen, or that someone has made payments and/or transfers using Your Password without Your permission, notify Us IMMEDIATELY by phone any time during Customer Service hours or send an electronic message to info@msdfcu.org.

I. Your Liability for Unauthorized Payments:

If you believe that your Password has been lost or stolen, notify Us IMMEDIATELY as provided above in order to keep your possible losses down. If you notify Us within two (2) Business Days after You learn of the loss or theft, your maximum liability is \$50.00. If you do NOT notify Us within two (2) Business Days after You learn of the loss or theft of your Password, and We can prove that We could have prevented someone from using Your Password if You had told Us in time, Your maximum liability is \$500.00. If your statement contains payments and/or transfers that You did not make, notify Us IMMEDIATELY. If You do not notify Us within sixty (60) days after Your Statement notification was emailed to You, You may not get back any of the money You lost if We can prove that We could have stopped someone from taking the money if You had told Us in time. If a good reason (such as a hospital stay or a long trip) prevented You from telling Us, We may, at Our discretion, extend the time.

J. Errors and Questions:

Contact Us as soon as possible at either the address or telephone number described above if You think that a payment and/or transfer listed on Your statement is in error or if You need more information about a payment and/or transfer listed on the Statement. We must hear from You no later than sixty (60) days after You receive the first Statement on which the problem or error appeared.

When You call or write Us, You must tell Us Your name and User ID, describe the payment and/or transfer You are unsure about (merchant name, account information, transaction date, transaction amount) and explain as clearly as You can why You believe it is an error or need more information. If possible, please provide Us with the Confirmation Number for such transactions. Tell Us the dollar amount of the suspected error. If You tell Us orally, or by using electronic mail, We may require that You send Your complaint in writing within ten (10) Business Days. We will tell You the result of Our investigation within ten (10) Business Days after We receive Your complaint and will correct any Services error promptly. If We need more time, We may take up to forty-five (45) days to investigate the complaint or question. If We decide to do this, We will re-credit Your Account within ten (10) Business Days after We hear from you, for the amount You think is in error in order that You may have the use of the money during the time it takes to complete Our investigation. If We ask You to put Your question or complaint in writing and We do not receive it within ten (10) Business Days, We may not re-credit Your Account. If We decide that there was no error, We will mail or transmit to You a written explanation within three (3) Business Days after We have completed the investigation, and within ten (10) Business days of the date of such explanation, We will debit Your account of the amount previously re-credited to You for use during

the time We took to complete Our investigation. You may ask for copies of documents used during Our investigation.

K. Disclosure of Account Information to Third Parties:

We will only disclose information to third parties about Your Accounts:

- When it is necessary for completing payments and/or transfers;
- In order to comply with a government agency or court order; or
- If You give us Your permission.

L. Charges:

There may be certain fees and charges. Please refer to the Rate & Fee Schedule for the most accurate fee information. We will notify you of any changes as required by applicable law. You may pay all Service charges from a designated Account. In the event of Your failure to timely pay Us, You authorize Us to effect automatic payment from one of Your Accounts by electronic, paper or other draft means. In the event We are unable to process a Services transaction; (if, for example, there are insufficient funds in Your designated Accounts) the transaction will result in a "Failed Payment and/or Transfer." In such event, We will charge the total cost of the transaction, including any service charges, to You. In the event of repetitive Failed Payments and/or Transfers, We reserve the right to suspend Your subscription to the Services. This suspension may be without prior notice to You. If Your subscription 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 relating thereto including requests for reinstatement should be directed to Customer Service. In the event Your subscription is suspended, We will notify You by mail to Your listed address. With respect to any Failed Payment and/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. If You do not pay any amount owed to Us when due, You agree to pay interest on the unpaid balance at the rate of 18% per annum, or 1.5% per month (or the maximum rate allowed by applicable law, if less). In the event that Your claim or debt has to be referred to a third party for collection, You agree, to the extent permitted by law, to pay all costs and fees incurred in collecting the outstanding balances, including reasonable attorneys' fees and court costs.

M. Additional Terms and Conditions

You are responsible for complying with all terms of this Disclosure and applicable state and federal laws and regulations. We agree to be bound by them too. We reserve the right to terminate Your use of the Services, in whole or in part, at any time without prior notice. You may cancel Your subscription to the Services, upon thirty (30) days prior notice to Customer Service. You will be responsible for all payments and/or transfers You have requested prior to termination and for all other charges, fees, and taxes incurred.

BE SURE TO CANCEL ALL OUTSTANDING PAYMENT AND/OR TRANSFER ORDERS WITHIN THE 30 DAY NOTIFICATION PERIOD. WE WILL NOT BE LIABLE FOR PAYMENTS AND/OR TRANSFERS NOT CANCELLED OR MADE DUE TO YOUR ACTIONS RELATED TO SERVICE TERMINATION.

These Terms and Conditions and any applicable Services fees and charges may only be altered or amended by Us. In such event, We shall send notice to You at your listed address or transmit notice of the alteration or amendment over the Services. Your use of the Services following receipt of such notice constitutes acceptance of such alterations or amendments. In the event of a dispute regarding the Services, You and We agree to resolve this dispute by looking to these Terms and Conditions. These Terms and Conditions shall supersede any and all other representations made by You or Our employees.



These Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Business Days are Monday through Friday excluding normal banking holidays.