

EXPEDITED PAYMENTS TERMS AND CONDITIONS

This Agreement (the "Agreement") represents the terms and conditions governing the Expedited Payment Service and is between Hughes Federal Credit Union and you as a consumer of the Expedited Payment Service. Any references to "we", "us", or "our" includes any agent, independent contractor, designee, or assignee that Hughes FCU involves in the provision of the Expedited Payment Service, and any references to "you", "your", or "yours" includes you and any person authorized by you to access the Expedited Payment Service. Please review this entire document to ensure that you understand the full scope of rights and responsibilities associated with the Expedited Payment Service.

This agreement is an extension of your agreement with Hughes FCU in place for the Bill Pay service. You should reference that agreement for information on what to do if you believe there is an error in the service or have a claim related to the service; a description of our privacy policy; a description of your warranties and authorizations; and a description of additional limitations of our liability in addition to the ones outlined in this document.

Description of Features

Welcome to Hughes FCU Expedited Payment Service. This service allows you to submit payments to participating merchants that will be posted to your account with that merchant on the same day, within the parameters of the Service and other parameters established by the participating merchants for a convenience fee of \$9.95. In order for an Expedited Payment to post on the same day, you must submit accurate and complete information for the payment, the payment must be submitted on a day during which the U.S. Federal Reserve System is open for operations, and you must submit the payment prior to the merchant's designated daily cutoff time. The cutoff time will be displayed to you before the payment is finalized. Electronic payments are processed several times a day based on the time of day and the cutoff time that the managed payee is available to accept payments that day. The cutoff time is not presented to the member. However, if they miss the cutoff time, the payee will not be presented to them in the payee dropdown list.

Expedited payments submitted without complete or accurate information may be rejected or may not post on time. Expedited Payments submitted by you on a non-Federal Reserve business day or submitted by you after the applicable merchant's daily cutoff time will be posted the following Federal Reserve business day. **You will be charged a fee for each Expedited Payment you submit, regardless of whether the payment was properly submitted.** The cutoff time will be displayed to you before the payment is finalized.

This is **NOT** a "pay anyone" service where you can make payments to any payee; with this service you can only make Expedited Payments to those merchants that participate in the program and the payments you make under this service are subject to the rules of each merchant as to how they define an expedited payment.

Hours of Access

You can use the Expedited Payment Service seven days a week, twenty-four hours a day, although some or all services may not be available occasionally due to emergency or scheduled system maintenance, updates or repairs or for other reasons beyond our control.

Expedited Payment Service Limits

You will not be able to schedule an Expedited Payment for an amount greater than the balance displayed within the bill payment service for the funding account at the time you attempt to schedule the payment. Additionally, for risk management and security purposes the Expedited Payment Service limits the number of payments and the total amount of payments that you may make per day. You will be given an error message and prevented from fully executing any transaction that exceeds these limits. From time to time we may modify the limits to the frequency or amount of transfers you can make using the Expedited Payment Service. We do not disclose these limits for security purposes. In any event, funds transfers in excess of the then-applicable limits will not be completed.

Fees and other Deductions

The Expedited Payment Service is a transaction-based service. For each Expedited Payment, a fee of \$9.95 will be added to the amount of the transaction. There are not monthly or recurring fees associated with the service. You may also request to send an overnight check for a fee of \$26.95 to complete payments. Check Payments are overnight and will post to the merchants account on the next business day.

Periodic Statements

You will not receive a separate statement for transactions conducted through the Expedited Payment service. These transactions will be noted on your regular periodic statement.

Electronic Communication

Hughes FCU Expedited Payment service is an electronic Internet Online Banking based service. Therefore, you understand that this Agreement will be entered into electronically.

The consent to receive electronic consumer disclosures applies to all future required consumer disclosures and any amendments, modifications or supplements in connection with the Expedited Payment service.

You can update your electronic contact information online at HughesFCU.org or by calling our Call Center during regular business hours at 520-794-8341 or 800-253-8245 outside Tucson, Arizona.

After checking the "I Agree to the Terms and Conditions" check box, you may view the consumer disclosures online or request a paper copy by calling 520-794-8341 or 800-253-8245 outside Tucson, Arizona.

You understand that to access and retain this disclosure and to use the Expedited Payment service, you must have the following: a PC with a supported Internet browser that has "cookies" enabled and supports 128 bit encryption, an Internet connection for the PC, an email address, and either a printer or sufficient electronic space to store this disclosure.

You understand we will deliver to you electronically your records of funds transfers and other transaction through the Expedited Payment Service, including without limitation confirmations of individual transactions, and any other communication related to the Expedited Payment service.

You understand we will deliver to you electronically any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Expedited Payment Service.

Hughes FCU Liability

If we do not complete a properly-submitted Expedited Payment on time or in the correct amount according to our agreement with you, we will be liable for any late fees and/or finance charges assessed against you for the late posting of such payment, excluding any fees or charges assessed on your total outstanding balance with that merchant ("Penalties"). We will not be liable for consequential damages that might arise from the payment not arriving in time. Additionally, there are some exceptions. We will not be liable, for instance:

- If you do not provide us accurate information to successfully complete the payment.
- If you do not have enough money in your account to complete the transfer.
- If you are unable to schedule a payment because you have exceeded the daily risk management limits.
- If you are unable to schedule a payment because the merchant does not participate in this service.
- If you are unable to schedule a payment because the system is unavailable.
- If you schedule the payment for an incorrect amount.

Close this window to return to the Expedited Payment Services page and click the Terms and Conditions agreement box to continue your transaction.