VIRTUAL BRANCH® AND BILL PAYMENT SERVICES
TERMS AND CONDITIONS

The following terms and conditions govern the manner in which Indiana Members Credit Union (Us, We, Our) will provide Virtual Branch and Bill Payment Services to You:

Our Customer Service Information
Our Customer Service is available during the following hours at 1-800-556-9268:
8:00 a.m. to 5:00 p.m. on Monday – Thursday
8:00 a.m. to 6:00 p.m. on Friday
9:00 a.m. to 1:00 p.m. on Saturday After hours and Sunday calls are answered by a voice mail system. You may email us at electronic@imcu.com or mail to
Indiana Members Credit Union
Electronic Services Department
5103 Madison Avenue
Indianapolis, IN 46227

Regulation E disclosures are the same for both Virtual Branch and Q-Phone. The first time You use Your security code to obtain a Virtual Branch service, You will be consenting to the terms of this Agreement. The only way to cancel Your Virtual Branch access is by written instructions to Us.

Federal law limits to six per month the number of transfers by Virtual Branch from Your Savings Account or Money Market Account, assuming You have no other electronic transfers or withdrawals from Your Savings Account or Money Market Account.

The Virtual Branch Scheduled Transfer Date, as indicated by You, must always be a Business Day (as defined in Additional Terms and Conditions, number six). If it is not, the Scheduled Transfer Date will be deemed to be the first Business Day following the date indicated.

You may cancel or modify a Scheduled Transfer up to 2:00p.m. Eastern Time on the Business Day that the transfer is scheduled to occur. Scheduled Transfers are processed after 2:00p.m. Eastern Time.

Agreement Regarding the Use of Virtual Branch You understand You are responsible for the safekeeping of Your security code and for all transactions by the use of Virtual Branch. You understand that Your security code is not transferable, and You will not disclose the security code or permit any unauthorized uses thereof. However, if you disclose Your security code to anyone, You understand that You have given that person access to Your account via Virtual Branch and that You are responsible for their transactions. You further agree to notify Indiana Members Credit Union immediately and send written confirmation if Your security code is disclosed to anyone who is not authorized to use Your account.

You understand that Indiana Members Credit Union reserves the right to discontinue access to Virtual Branch without notice and will not be liable for failure to honor any Virtual Branch transactions. You understand that any transaction made after 6:00 p.m. (Indianapolis, Indiana time) will be processed the following business day. A withdrawal by check, requested on a given business day, will be processed the following business day. You understand the total dollar amount of transactions via Virtual Branch is subject to limits set by Us, and sufficient verified funds must be available to satisfy Your transaction instructions. All quoted balances may not include current day activities, including items that have not cleared.

Bill Payment Services Online You authorize Us to utilize third parties to provide the Bill Payment Services to You on Our behalf.

Payment of taxes or court directed payments via the Bill Payment Services is prohibited.

Bill Payment Services are not covered by Overdraft Protection. If the designated account does not have sufficient funds available to complete the payment, the payment will be refused.

We reserve the right to refuse to make any payment, but will notify You of any such refusal within two (2) Business Days following receipt of Your payment instruction.

Funds will be sent to Your targeted Merchant as close as reasonably possible to the date designated by You in Your payment instruction (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, including, without limitation, electronic, paper or some other draft means. For each properly instructed payment to an eligible Merchant, 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 following the date indicated.

UNLESS YOU RECEIVE A CONFIRMATION NUMBER, WE SHALL NOT BE LIABLE FOR ANY FAILURE TO MAKE A PAYMENT, INCLUDING ANY FINANCE CHARGES OR LATE FEES INCURRED AS A RESULT. IT IS ALSO IMPORTANT THAT THE PAYMENT DATE BE FIVE OR MORE BUSINESS DAYS BEFORE THE MERCHANT DUE DATE, SINCE THE TIME FOR US TO PROCESS YOUR PAYMENT VARIES ACCORDING TO THE PARTICULAR MERCHANT. SUBJECT TO THE LIMITATION DISCUSSED BELOW, IF YOU FOLLOW THE PROCEDURES DESCRIBED IN THIS AGREEMENT FOR PAYMENTS, AND YOU ARE ASSESSED A PENALTY OR LATE CHARGE, WE WILL REIMBURSE YOU FOR THAT LATE CHARGE UP TO A MAXIMUM OF ONE HUNDRED DOLLARS ($100.00). IN THE EVENT THAT YOU DO NOT ADHERE TO THE OBLIGATIONS SET FORTH IN THIS AGREEMENT, OR YOU SCHEDULE A PAYMENT LESS THAN FIVE BUSINESS DAYS BEFORE THE DUE DATE, YOU WILL BEAR FULL RESPONSIBILITY FOR ALL PENALTIES AND LATE FEES AND WE WILL NOT BE LIABLE FOR ANY SUCH CHARGES OR FEES.

Limitations Under no circumstances will We be liable if We are unable to complete any transactions or payments initiated in a timely manner via the Home Banking or Bill Paying Services because of the existence of any one or more of the following circumstances:

1. You do not obtain Confirmation at the time You initiate a Bill Payment.
2. The designated Account does not have sufficient funds available to complete the transaction or payment.
3. The money in Your account is subject to legal process or other claim.
4. You have closed the designated Account.
5. We have identified You as a credit risk and have chosen to (i) make all Bill Payments initiated by You utilizing a paper, as opposed to an electronic method, or (ii) terminate Your subscription to the Bill Payment Services.
6. The Virtual Branch and Bill Payment Services, Your equipment, the software, or any communications link is not working properly.
7. You have not provided Us with the correct information for those Merchants to whom You wish to direct a Bill Payment.
8. The Merchant mishandles or delays handling Bill Payments sent by Us.
9. 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 VIRTUAL BRANCH SERVICES, OR ANY TECHNICAL OR EDITORIAL ERRORS CONTAINED IN OR OMISSIONS FROM ANY USER GUIDE 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.

You may cancel or modify a Bill Payment up to 2:00 p.m. Eastern Time on the Business Day that the payment is scheduled to occur.

All transactions made via the Virtual Branch and Bill Payment Services will be listed on Your monthly statement that you receive from Us.

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 terms and conditions regarding these services, which will be sent to You.

You agree that You will not disclose Your Bill Payment Security Code or make it available to any other person. If You believe that Your Security Code has been lost or stolen, or that someone has made Bill Payments using Your Security Code without Your

permission, notify Us IMMEDIATELY by phone at any time during Customer Service hours, or send an electronic message through the Virtual Branch.

If you believe that your Security Code has been lost or stolen, notify Us IMMEDIATELY, as provided above. 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, and We can prove that We could have prevented someone from using Your Security Code if You had told Us in time, Your maximum liability is $500.00.

In the event We are unable to process a Bill Payment 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 the "Service Charge-Billpay-NSF" fee (see Fee Disclosure), to You. In the event of repetitive Failed Payments, We reserve the right to suspend Your subscription to the Virtual Branch. 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, 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. 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.

If Your monthly statement from Us contains payments that You did not make, notify Us IMMEDIATELY. If You do not notify Us within sixty (60) days after the statement was mailed 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.

Bill Payment or Virtual Branch Transaction Errors and Questions Contact Us as soon as possible at either the address or telephone number listed earlier if You think that a Bill Payment or Virtual Branch transaction listed on Your monthly statement from Us is in error or if You need more information about a Bill Payment or Virtual Branch transaction listed on the statement. We must hear from You no later than sixty (60) days after You received the first statement on which the problem or error occurred.

When You call or write Us, You must:

1. Tell Your name and User ID.
2. Describe the Bill Payment or Virtual Branch transaction 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 the transaction.
3. Tell Us the dollar amount of the suspected error. If You tell Us orally, or by using the Virtual Branch 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 Bill Payment or Virtual Branch transaction 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 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 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 from Your account 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.

Disclosure of Account Information to Third Parties We will only disclose information to third parties about Your accounts:

1. When it is necessary for completing Virtual Branch transactions,
2. In order to comply with a government agency or court order; or
3. If You give Us Your permission.

Charges The Bill Payment Services are offered to You with the following fees:
Bill Payment Set-Up Fee (See Fee Disclosure.)
Bill Payment Monthly Fee (See Fee Disclosure.)

Additional Terms and Conditions

1. In addition to the foregoing, You agree to be bound by and comply with the requirements of the Virtual Branch User Guide and applicable state and federal laws and regulations.
2. We reserve the right to terminate Your use of the Virtual Branch, in whole or in part, at any time without prior notice.
3. If You wish to cancel Your subscription to the Bill Payment Services, You must notify Customer Service. You will be responsible for all Bill Payments You have requested prior to termination and for all other charges and fees incurred. BE SURE TO CANCEL ALL OUTSTANDING PAYMENT ORDERS BEFORE YOU NOTIFY US TO TERMINATE THE BILL PAYMENT SERVICE. WE WILL NOT BE LIABLE FOR PAYMENTS NOT CANCELED OR MADE DUE TO THE LACK OF PROPER NOTIFICATION BY YOU OF BILL PAYMENT SERVICE TERMINATION.
4. These Terms and Conditions, the Virtual Branch User Guide and applicable 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 Virtual Branch. Your use of the Virtual Branch following receipt of such notice constitutes acceptance of such alterations or amendments.
5. In the event of a dispute regarding the Virtual Branch, You and We agree to resolve the 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.
6. Business Days are Monday through Friday, excluding normal banking holidays.
7. These Terms and Conditions shall be governed by the construed in accordance with the laws of the State of Indiana.

Authorization You desire to subscribe to Virtual Branch and/or Bill Payment and authorize US, and any third party acting on Our behalf, to serve as Your agent in processing payments to targeted Merchants and/or transfers to and from targeted accounts pursuant to Your payment and/or transfer instructions, and You authorize Us to post such payments and/or transfers to Your designated account(s). You understand that We may not make certain payments and/or transfers if sufficient funds are not available in Your designated Account. This authorization is in force until revoked by You or Us and is subject to the Virtual Branch Terms and Conditions as amended from time to time.