

REPAY TERMS AND CONDITIONS

PURPOSE

The purpose of this document is to provide you information on the online payment gateway of M & A Ventures, LLC d/b/a REPAY ("REPAY"). Eastman Credit Union ("ECU") has engaged REPAY to provide REPAY Solutions. These terms and conditions set forth a legally binding agreement governing your use of the payment system. By using the services, permitting any person to do so on your behalf or using the service on someone else's behalf, you agree to these terms and conditions. If you do not agree to these terms and conditions, you must discontinue your access to the site and not use the payment service. You agree to review the terms and conditions regularly and your continued access will mean that you agree to any changes.

PRIVACY POLICY

ECU encourages you to review REPAY's privacy and security policies which can be found at <https://repay.com/privacy-policy/>.

FEES FOR USE OF REPAY

You acknowledge and agree that a fee may be charged to you to process transactions pursuant to this agreement. These fees are labeled on ECU's Fee Schedule as "Telephone or Online Initiated Payment from Non-ECU Account (ACH)" and "Telephone or Online Initiated Payment from Non-ECU Account (Debit- Card)". REPAY will display the fee prior to you entering banking or debit card information. The fee is included in the "Total Payment" line. Payments and the associated fee made on-line and via IVR take two to four days to post to your source account. By clicking the "Accept" button below, you hereby confirm your acceptance of the fee and agree to pay the "Total Payment" amount indicated, subject to and in accordance with the agreement governing the use of your debit card or your bank account, as applicable.

USE LIMITATIONS

There are limits on the amount of money you can send through REPAY. These limits may be adjusted time-to-time in our sole discretion.

PAYMENT AUTHORIZATION

You attest to being an authorized user of the source account. You agree to follow account and card guidelines for all source accounts. You authorize us to follow your payment instructions. When we receive a payment instruction from you, you authorize us to debit or charge your source account for the amount of any payment plus any related fees in effect at the time you initiate the payment instruction and to remit funds on your behalf. Completion of the payment is contingent upon both the authorization of payment by your card company or financial institution and acceptance of your payment by ECU. This payment is nonrefundable. You are responsible for having sufficient funds available if your

account to cover any amount you approve for payment. You authorize us to credit your source account in the event that any payments are returned.

We will use reasonable efforts to complete your payments properly. However, we are not liable if the service is unavailable to complete any payments initiated because of the existence of any of the following circumstances or other reasons identified in this agreement:

- Source account does not contain sufficient funds
- If REPAY is not working properly and you know or have been made aware of the malfunction before you execute the transaction
- If you have not provided us with the correct source account information
- If your debit card is expired
- If circumstances beyond our control (such as, but not limited to, fire, flood, or other acts of God, third party systems or interference from an outside force) prevent the proper execution of the transaction.
- If you failed to follow our instructions for the use of the service.

Provided none of the exceptions are applicable, if we cause an incorrect amount of funds to be removed from your source account or cause funds from your source account to be directed in a manner that does not comply with your payment instructions, our sole responsibility to you shall be to return the improperly transferred funds to your source account or to direct any previously misdirected payments to the billing entity.

In the event your payment is not processed for any reason, including the failure to obtain an authorization from your card issuer or financial institution or you have not provided us with the correct information, your liability shall remain outstanding and unpaid, and you will be subject to all applicable penalties, late fees and interest charges assessed thereon, of which all obligations remain your sole responsibility.

STORED PAY ACCOUNTS

The stored pay accounts feature allows you to save your source account for use in making future payments. If you elect to use a stored pay account, the following applies:

You authorize the addition of source accounts to your profile when you add each account.

It is your responsibility and you agree to ensure that the information maintained in your profile including source account information is accurate. If your source account number changes or your debit card expiration date changes, you agree to make updates to your source account. All changes made by you will be effective for further payments paid using the source account.

RECURRING PAYMENTS AND SCHEDULED PAYMENTS

You may have the option of selecting recurring payments through our auto-pay feature. If you choose to set up recurring payments, we will debit the amount designated by you on the date or future dates you selected. It is your responsibility to ensure that all source account information is accurate, valid and up-to-date in order to ensure proper authorization of your payment. We will not be responsible for any payment processing errors or fees incurred if you fail to provide accurate source account information.

AUTHORIZATION

You agree that the information you provide to facilitate a payment, including your source account information, may go through a verification process. You further agree that we may obtain financial information regarding your source account from your financial institution. We may obtain information to resolve payment posting problems, set transaction limits or for verification purposes of additional information if required.

SECURING CREDENTIALS

You agree not to give or make available your access or access credentials to the payment product or service to any unauthorized individuals. You are responsible for all payments you authorize using the payment service or that are made using your access credentials.

If you permit authorized users or other persons to use the payment service, you are responsible for any transactions they authorize.

CHANGE IN TERMS

ECU may change the terms and charges for the services indicated in the disclosure by posting a revised terms and conditions document on our website or provide a revised version to you by other methods. Your use of the service after receipt of notification of any change by ECU constitutes acceptance of the change.

DISPUTE RESOLUTION

If you have a dispute or concern regarding REPAY, including all transactions made through REPAY, you should contact your local branch or call ECU at (800) 999-2328. You may request escalation of your issue within the credit union. If we are unable to resolve your dispute to your satisfaction, you may contact the Credit Union Division of the State of Tennessee at the address below. Please refer to the Member Service Agreement Part 2 or Business Service Agreement Part 2 for additional information on dispute resolution.

Credit Union Division
Tennessee Tower 26th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243

RELATION TO OTHER AGREEMENTS

This Agreement is not in lieu of any other agreement or contract you have with Eastman Credit Union. Each of your agreements or contract that you have with Eastman Credit Union will continue to be in effect and will be subject to any other agreement that applies to it.

GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflicts of law provisions. To the extent that the terms of this agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

This service is provided by ECU and REPAY on an “as is” and “as available” basis. ECU and REPAY make no representations or warranties of any kind, express or implied, as to the operation of this site or the information, content, materials, products, or services included in this site. You expressly agree that your use of this site is at your sole risk and that you are solely responsible for the accuracy or the personal and payment information that you provide.

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