

## ONE TIME PAYMENT – TERMS AND CONDITIONS

When you click to confirm payment, you authorize Wings Financial Credit Union (“Wings, our, we”) to initiate a single Automated Clearing House (ACH) or debit card withdrawal on the bank account you have specified and apply those funds as a payment to the Wings loan you have designated. You confirm that you are an owner or authorized signer on the specified account. If the account is owned by a business or other entity, you agree to be bound by the Operating Rules of the National Automated Clearing House Association (NACHA). You acknowledge that you have read and agree to these Terms and Conditions:

**General.** This One Time Payment Terms and Conditions (“Terms”) between Wings and you governs Wings’s provision and your use of the One Time Payment service described herein. By using this service, or authorizing any other party to do so on your behalf, you agree that you are legally bound by and will abide by these Terms, as they may be modified by Wings from time to time. We are not required to provide you with notification that any such change has been made. It is your responsibility to review these Terms from time to time to be aware of any such change, and your continued use of the service will indicate your agreement to any such change. We reserve the right to add to, remove, change or terminate access to any of the content or functions of the service without giving specific notice to you. Any use of the service is at the sole risk of the user. You agree that these Terms are in addition to those contained in Wings’s other agreements with you governing your membership in Wings and your checking, savings and loan accounts.

**Your Responsibility.** You are responsible for all transfers and payments you authorize using the service. If you permit other persons or entities to use the service credentials, you are responsible for any transactions they authorize. If you believe any of your accounts have been accessed, an unauthorized transaction has been or may be conducted to or from one of your accounts, or your credentials have been taken or used without your permission you should notify Wings immediately by calling 1-800-692-2274.

**Our Responsibility.** We, or a third party acting as our agent, are responsible for completing payments on time and according to your properly and accurately entered and transmitted instructions. If we do not complete the payment according to the information entered by you, we will correct the mistake. However, neither we, nor the third party will be liable:

- If you do not have adequate funds to complete the transaction from the specified account, or if that account has been closed;
- If you have not properly followed service instructions on how to make a payment;
- If you have not given complete, correct and current instructions so that a payment can be made;
- If you do not authorize a payment soon enough for your payment to be made and properly credited by the time it is due;
- If you request a payment amount that is less than the minimum or more than the maximum dollar limit for an individual payment;
- If we or our agent reasonably believes that a transaction may be unauthorized and based thereon the transaction is not completed;
- If your equipment and/or the software were not working properly and this problem should have been apparent to you when you attempted to authorize a payment;
- If circumstances beyond our or our agent's control prevent making a payment, despite reasonable precautions that we have taken. Such circumstances include but are not limited to computer failure, telecommunication outages, strikes and other labor unrest, delays caused by fires, floods, and other natural disasters.
- If any part of a transaction appears to be in violation of federal, state or local law or regulation.

There may be other exceptions stated in our agreements with you.

## Services and Limitations

- The fee for this service is \$7.50 if paid online through [www.wingsfinancial.com](http://www.wingsfinancial.com) or \$15 if you call 1-800-692-2274 and speak with a representative or use the automated phone payment system. The fee is per payment per loan.
- Payments may generally be made on all Wings loan types, excluding mortgages; however certain conditions may apply.
- Payments may be funded by accounts at other financial institutions via debit card or ACH transfer.
- Two payments may be made within the same billing day, **provided they are made for different amounts**; otherwise the second payment will be marked as a duplicate and blocked.
- Payments cannot be made for any amount less than \$5.00 or greater than \$10,000.00 or the current loan balance, whichever is less.
- Payments may be made for less than the minimum payment due.
- Payments cannot exceed your current loan balance, less any amount currently in dispute.
- If you make a payment in excess of the amount due, your payment due date will not advance and the excess funds will be applied to the principal balance.
- If you initiate a payment to be made over a weekend or on a federal holiday, the payment will be applied to your account on the next business day following your payment request.
- Payments initiated before 7:00 PM CT will be applied to your loan account the same business day. Payments initiated after 7:00 PM CT will be applied to your loan account the following business day.
- For inquiries related to cancelling a recently authorized payment please contact Wings at 1-800-692-2274. Such payment edits or cancelations must be made prior to 7:00 PM CT on its scheduled date.
- A payment may be scheduled up to 60 days in advance.
- This service may not be available and may be denied if your loan is delinquent, in default, we have received returned payments, we believe there may be a possibility of fraud, your accounts are not in good standing with Wings and/or otherwise at our discretion.

Other restrictions may also apply.

**Business and Processing Days.** Business days for payment transactions are defined as Monday through Friday, excluding federal holidays. The processing day cut-off time is 7:00 PM CT, after which transactions will reflect an effective date of the next business day. Although loan payment transactions will only be processed on business days, you can generally access the service and submit payment requests 24 hours a day, seven days a week, except during any maintenance periods.

**Unauthorized Transfers, Errors or Questions.** In case of errors or questions about payments made through this service or if you suspect an unauthorized transfer has been made without your permission, please contact Wings immediately at 1-800-692-2274. You should also contact the financial institution that holds your funding account. You are responsible for making your loan payment timely and monitoring your account to verify the payment has been made correctly and contact us if you have any questions.

### Interruptions in Service.

We may on a regular basis perform maintenance on our equipment or system, which may result in interrupted service or errors in the service. We also may need to change the scope of our service from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided.

**Fees and Returned Payments.** You will be charged a fee for making payments through this service. All applicable fees will be displayed on the payment information screen. The fee will be deducted from your bank account or charged to your debit card as part of the total payment amount. This fee is in addition to any fee that your bank or debit card provider may assess.

You may also be charged late fees based on the terms and conditions of your loan agreement. We reserve the right to collect such fees in any manner allowed by law.

**Disclaimer of Warranties.** Wings makes no claims or warranties with respect to the operation of the associated service and shall not be liable for any system(s) failures or malfunction, except as provided by law. This information is provided "AS IS" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. We make no representation as to the accuracy, timeliness, or completeness of the materials on the service's website. We may periodically amend, change, add, delete, update or alter the information, including, without limitation, the terms of use, at the website without notice. Further, we assume no liability or responsibility for any errors or omissions in the content of the website. **WINGS IS NOT RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES RELATED TO YOUR USE OF THIS SERVICE.**

**Indemnification by User.** You agree to indemnify, defend and hold Wings harmless from any liability, loss, claim and expense, including attorney's fees related to your violation of these Terms or the use of the service, including technical support, and information provided at this website.

**Privacy and Security.** You can see a full description of Wings privacy and security policies by clicking on the "Privacy Policy" link on the Wings website.

**Changes in Terms.** These Terms and related communications (including any messages, notices and emails) apply only to electronic loan payment processing. They have no effect on any other communication, message or notice you may receive from Wings and do not extend any grace period or otherwise vary the terms of the your loan or other agreements.

**Applicable Law, Jurisdiction and Venue.** This Agreement shall be governed by and construed according to the laws of the State of Minnesota. You agree to submit to the jurisdiction and venue of Dakota County, Minnesota.