

Alloya's Bill Payment Product Operating Agreement

Authorization. The Master Membership Agreement ("MMA") and Master Membership Contract ("MMC") between Member and Alloya are incorporated herein by reference and represent additional terms that are part of this Product Operating Agreement ("POA").

- I. **Scope of Service.** Alloya provides electronic bill payment services ("MemberPay Services") to Member as described herein.

1. **MemberPay Services.** Alloya agrees and warrants that it will create and issue remittances, or cause its Processor to create and issue remittances, to timely effectuate electronic bill payments for Member's membership ("Consumers"), provided that the Member and the Consumers comply with each and every one of the provisions contained in the Bill Payment Agreement. The MemberPay Services will be provided in accordance with the documentation as well as the provisions of this Bill Payment Agreement. Alloya will not be required to provide any MemberPay Services unless and until Alloya receives true and correct payment information as required by the Manual. Paper checks will be sent to merchants or other Persons who cannot or will not receive electronic payments (one check per transaction).

- (A) Alloya will make available to Member documentation which will contain the procedures by which MemberPay Services are to be provided. Member acknowledges that full compliance by them with this Bill Payment Agreement and the documentation is essential and material to Alloya's ability to make the MemberPay Service available. Alloya may change the procedures as it deems reasonable, appropriate or necessary to provide MemberPay Service in an efficient manner, or to conform to changes in laws, regulations, or other events beyond Alloya's control that affect the manner in which MemberPay Service can be provided. This means that Alloya may delete provisions from, add provisions to, or otherwise revise or amend the documentation, provided, however, that the changes will be limited to technical, functional or operational aspects of the MemberPay Services and will not materially degrade the MemberPay Services. Alloya will provide Member with prompt notice of any changes to the documentation.

The documentation contains certain provisions designed to provide for the security of the MemberPay System and to detect and prevent unauthorized use of and transactions on the MemberPay System. As described more fully in the documentation, compliance with certain of those provisions is the responsibility of Member. The documentation (a) identifies certain reports that can be generated by Member to indicate the actions taken or attempted on the MemberPay System through user accounts (which include, but are not limited to, administrator access accounts) assigned to Member, and (b) identifies the reports that Alloya recommends Member examine on a periodic basis to review the actions taken or attempted through the user accounts assigned to Member. Member acknowledges that it is responsible for (a) complying with the control provisions contained in the documentation applicable to it, including the provisions addressing monitoring unauthorized use or attempted use of the MemberPay System, as well as (b) implementing and utilizing any other tool, procedure or process that Member deems necessary or appropriate to further safeguard the MemberPay System given its use of the MemberPay System. Member further acknowledges that failure to comply with the control provisions contained in the documentation applicable to it would materially increase the risk of both loss through the MemberPay System as well as unauthorized use of and access to the MemberPay System, and is contrary to Alloya's recommended security practices.

- (B) The MemberPay Services will be provided using a single funding payment method for electronic payments (which are payments that are made without the use of a paper check). Member agrees to provide Alloya with good and available funding matching the total amount of the electronic payments contained in the Payment Request File. Member agrees that Alloya will not be

responsible for providing any MemberPay Services until Alloya receives that funding.

- (C) The MemberPay Services will be provided using one of two funding payment methods for payments that are effectuated through the use of a paper check. These two funding payment methods are:
- (1) Good Funds Payment Method. Under the Good Funds Payment Method, Member agrees that it will provide Alloya with good and available funding matching the total amount of the Payment Request File for payments that are to be made by a paper check. Member further agrees that Alloya will not be responsible for providing any MemberPay Services until Alloya receives such funding from Member.
 - (2) MemberDraft Payment Method. Under the MemberDraft Payment Method, paper checks (one check per transaction) will be sent to merchants or other persons who cannot or will not receive electronic payments, with the payment amounts removed from the Consumer's account when the payee negotiates the check making such payment. The routing numbers, account numbers and remittance address, all as provided by Member, will be used. Alloya will not be responsible in any manner for returned payments, NSF payments, stop payment orders or any research regarding or related to such paper checks, including but not limited to research related to un-posted or mis-posted payments. Checks will accurately reflect the information provided by Member or the Consumer.
- (D) Member agrees that, on or before implementation onto the MemberPay System, Member will notify Alloya in writing which of the two funding payment methods (the Good Funds Payment Method or the MemberDraft Payment Method) the Member has selected.
- (E) If Member and its Consumers fully comply with the conditions and provisions contained in this Bill Payment Agreement, including but not limited to the preconditions set forth above in this Section 2, Alloya will rectify errors it or its Processor makes in creating and issuing remittances pursuant to the valid and correct payment instructions. In these instances, with the exception of delays caused by the United States Postal Service or any force majeure events described in the Bill Payment Agreement or MMA, if a Consumer incurs any late fees from a designated payee, Alloya will reimburse Member for those late fees, up to \$100.00 per occurrence. Payment transactions for paper (non-electronic) payments under the MemberDraft Payment Method are not covered by this payment guarantee.
- (F) Alloya shall have no responsibility or liability hereunder to Member and its Consumers if a designated payee mishandles or delays a payment remittance issued by Alloya or the Processor.

II. MemberPay Services. The following terms define the responsibilities of each party for MemberPay Services.

- 1. Account Contracts with Consumers of Members.** Member represents, warrants and covenants that it has or will have before receiving any of the MemberPay Services, account contracts and all other contracts with each of its Consumers sufficient in form to authorize Member to provide the MemberPay Services to such Consumer and to authorize funding and the creation of drafts (including inserting signatures on and issuance of checks) under the applicable funding payment method. Member further represents, warrants and covenants that it will, in accordance with Regulation E of the Board of Governors of the Federal Reserve System, ensure that all Consumers receive adequate notice of the terms and conditions governing their use of the MemberPay Services. Member acknowledges that it and not Alloya, shall be responsible for resolution of any error in such disclosure. Member also acknowledges that it and not Alloya, shall be responsible for notifying Consumers of all applicable rules

and procedures (and changes therein) to be observed in connection with the use of the MemberPay Services.

2. Member's Settlement Authorization. Member hereby irrevocably authorizes Alloya to prepare and submit automated clearing house entries ("Entries") debiting or crediting, or both, Member's accounts at Alloya for payment of any amounts owed, payable or otherwise transferable in connection with the MemberPay Services, provided that this authorization is limited to the actions thus specified, and that Alloya has no authority to take any action to which Member has not agreed. Alloya agrees that it will submit Entries pursuant to this Contract only for amounts arising pursuant to this Contract. In the event of any errors on those Entries or any amendments thereto, Alloya will promptly submit correct Entries.

3. Routine Maintenance. Alloya will provide or otherwise be responsible for Routine Maintenance for the MemberPay System. "Routine Maintenance" is correction of any program malfunction or other failure of the MemberPay System to operate in accordance with the Manual. Routine Maintenance does not include changes required by any federal or state regulatory authority with jurisdiction over any of the Parties, or by any law, rule or regulation. Member agrees that Alloya shall have no responsibility to maintain or service any hardware owned or operated by Member, nor any software used by Member that is not part of the MemberPay System. The Parties agree that, in the event Member uses a cyber-financial service other than the MemberPay Service (an "Alien Service"), Alloya will not be obligated to provide any maintenance, assistance or support for that Alien Service.

III. MemberPay Single Sign On Services. Upon Member requesting from Alloya the MemberPay Single Sign On Services, then Alloya will promptly make the MemberPay Single Sign On Services available to Member in accordance with the following provisions.

1. Scope and Requirements. The functions included in Single Sign On Services and the procedures by which the Single Sign On Services are to be provided are set forth in the Single Sign On Requirements document (the "Requirements Document"). The Requirements Document sets forth and defines the requirements and components that Member must meet to complete an interface to the MemberPay System that is necessary to access and receive the MemberPay Single Sign On Services. The parties understand and agree that, if a Member's Online Banking ("OLB") Provider needs to take any action or perform any services in order for that Member to receive MemberPay Single Sign On Services, that Member shall be responsible for (i) causing its OLB Provider to timely complete any such action or services, and (ii) any costs or fees assessed by its OLB Provider related to such action or services. The parties understand and agree that Alloya shall not be responsible for any cost, fees or expenses related to any action taken or service provided by a Member's OLB Provider that are necessary for that Member to receive MemberPay Single Sign On Services.

IV. BackOffice Data Access Authorization. To maintain and safe keep the Confidential Information in the Reports available through the BackOffice Administration Tool, Alloya masks the Consumer account number and the payee account number. Member may request that its authorized personnel have access and visibility to the Consumer account number and the payee account number. Alloya is willing to unmask the Consumer account number and the payee account number in the Reports available to authorized personnel of Member upon Member agreeing to indemnify Alloya for such access and use of the information contained in the Reports.

1. Indemnification. If Member asks Alloya to not mask the Consumer account number and payee account number then Member hereby acknowledges that Alloya has informed Member that failure to mask the Consumer account number and payee account number in the Reports materially increases the potential risk of loss or unauthorized use of and access to the confidential, nonpublic personal information of the Consumer, and is contrary to Alloya's recommended security practices. Despite these increased risks, Alloya is willing to allow the unmasking of Consumer account number and payee account number in the Reports, subject to Member's contract to indemnify Alloya from any

repercussion arising from that decision. Accordingly, Member hereby agrees to indemnify, defend, and hold harmless Alloya from all claims, losses, thefts, unauthorized use of and unauthorized access to the MemberPay System that may occur or are alleged to occur as a result of the unmasking of Consumer account numbers and payee account numbers in the Reports. Member further agrees that this unmasking of the Consumer account numbers and payee account numbers in the Reports is solely for the purpose of enabling the processing of electronic bill pay transactions and for no other use.