



Bill Payment and Presentment

A Service of It's Me 247 Banking



- Product Features
- Pricing
- Hardware & Network Requirements
- Marketing Services
- Getting Started
- Configuration
- Member Enrollment

Rev. October 16, 2015



Bill Payment and Presentment

A Service of It's Me 247 Banking



- Product Features
- Pricing
- Hardware & Network Requirements
- Marketing Services
- Getting Started
- Configuration
- Member Enrollment

Rev. October 16, 2015

EasyPay Powered by iPay Product Overview & User Guide



Getting Started, Configuration, and Enrollment

INTRODUCTION

CU*Answers is pleased to offer electronic bill presentment and payment service through a relationship with **iPay**. More than just a link to the leading provider of financial e-commerce products and services, bill payment via **It's Me 247** – called **EasyPay by iPay** – lets members pay bills on line while still maintaining connectivity via Online Banking...making online bill payment a *credit union service*. They can even pay their bills online using EasyPay Powered by iPay while in Mobile Web Banking.

Your members can easily enroll on line and can perform a variety of services, including viewing bills electronically (from participating vendors), and approving payments in a matter of minutes.

To eliminate the worry of an invalid or non-existent account being selected, the enrollment process automatically provides a list of approved demand accounts from which payments can be made, keeping your credit union in control. Members can later request that additional accounts be used for payments, and these accounts are presented in the iPay Master site for review and acceptance by the credit union.

And with a consolidated log-on feature, CU*Answers passes your member directly from your credit union web site to Online Banking and iPay, so that your member only has to log on once!

This booklet describes the steps required in order for your credit union to begin offering EasyPay by iPay bill payment services to your members via

Revision date: October 16, 2015

For an updated copy of this booklet, check out the Reference Materials page of our website:
http://www.cuanswers.com/client_reference.php
CU*BASE® is a registered trademark of CU*Answers, Inc.

It's Me 247 Online Banking. It also includes configuration instructions and daily procedures involved in providing EasyPay by iPay bill payment services to your members.

CONTENTS

PRODUCT FEATURES	3
MASTER (CREDIT UNION) SIDE	3
MEMBER SIDE	4
EASYPAY POWERED BY IPAY – ON YOUR PHONE	8
HOW PAYMENTS ARE PROCESSED	12
THE GOOD FUNDS METHOD	12
MAKING PAYMENTS	12
CANCELLING PAYMENTS	12
MARKETING SERVICES	13
AVAILABLE MARKETING MATERIALS	13
ONLINE DEMONSTRATION	15
GETTING STARTED: STEP BY STEP	15
CONFIGURING EASYPAY BY IPAY SERVICE CHARGE CODES	16
“LEARN FROM A PEER” TO COMPARE WITH OTHER CREDIT UNIONS	18
CONFIGURING THE ENROLLMENT “MARKETING” MESSAGE	19
ENROLLING MEMBERS IN EASYPAY	20
ENROLLING VIA “IT’S ME 247”	20
ENROLLING VIA CU*BASE	22
UNENROLLMENT	22
EASYPAY FOR IPAY REPORTS	23
POSTING REPORTS	23
APPENDIX: GETTING STARTED MATERIALS	26

PRODUCT FEATURES

MASTER (CREDIT UNION) SIDE

When the credit union employees first logs into the Master Site, they will view a login screen, followed by a confirmation window. Next the Entry Screen will appear outlining the tasks the credit union has for that day. From this Entry screen, the credit union will choose the actions they want to perform from approving additional accounts for use with bill pay (left) to reviewing new enrollments and personal address changes (right).

Training on the Master Site will be provided by iPay.

- **NOTE: It is important to verify all information provided by the member is valid, including account number and suffix.** (For example, if a member supplies an invalid suffix, they will be considered inactive by CU*BASE since no transaction records will be generated and returned to CU*BASE.)

Entry Screen of iPay Master Site

Notification of updates will be listed via this link.

Notification that members need secondary accounts verified is listed here.

Newly enrolled members to review and change of personal address changes are listed here.

The screenshot displays the iPay Master Site interface. The top navigation bar includes links for 'Subscriber', 'Reports', 'File Download', 'Compliance Information', 'Data Complete', and 'Products/Service'. The main content area is divided into two primary sections: 'Actions REQUIRED' and 'Attention OPTIONAL'. The 'Actions REQUIRED' section contains two sub-sections: 'Enrollments Awaiting your Approval' and 'Accounts Awaiting your Approval'. The 'Accounts Awaiting your Approval' section lists '2 consumer subscriber(s) added new pay from accounts which require your approval'. The 'Attention OPTIONAL' section contains two sub-sections: 'New Enrollments' and 'Updated Accounts'. The 'New Enrollments' section lists '1 new consumer subscriber(s) activated their bill pay and are available for review'. The 'Updated Accounts' section lists '3 consumer subscribers updated their contact info'. The left sidebar contains a 'LIVE CHAT' button and a 'Admin User Menu' with options like 'Change Pin', 'Contact', 'Training Material', 'Home', and 'Logout'. Below this is a 'User Administration' section with options like 'Add New Admin User', 'Edit Admin User', and 'PIN Change Frequency'. Further down are 'Disclosures', 'Terms & Conditions', 'Message Center', 'New Broadcast Message', and 'Sent Messages'. Arrows from the text annotations point to the 'Important Information' link in the top right, the 'Accounts Awaiting your Approval' section, and the 'New Enrollments' section.

MEMBER SIDE

The page below appears first when you click the “Pay Your Bills” link in **It’s Me 247** online banking. It acts as a centralized “Payment Center” that shows bills to pay, reminders, scheduled payments, and payment history all in one place.

Entry Screen

The screenshot shows the 'It's Me 247 Online Banking' entry screen. The interface includes a navigation bar with tabs for Payments, Transfers, Payees, Options, and Calendar. The main content area displays a welcome message, a summary of transactions processed since the last login, and a list of scheduled payments. Annotations with arrows point to specific features:

- Make payments (single or recurring), view a payment history, or add a payee.** Points to the 'Payments' tab.
- Schedule a transfer (single or recurring, view transfer history and more).** Points to the 'Transfers' tab.
- View payees and add payees.** Points to the 'Payees' tab.
- View contact information, schedule e-Alerts. You can get an email reminder when a new e-bill arrives. (Members will still log in to It's Me 247 and access EasyPay to take care of the bill.)** Points to the 'Options' tab.
- View a calendar of scheduled payments** Points to the 'Calendar' tab.

The screenshot also shows a 'new messages' section, a 'shortcut' section, and a 'Payee Preload' section. The footer includes a copyright notice for 2010 and a version number of 2.3.

Making a Single Payment

Access chat directly with an iPay customer service representative from any screen.

Pre-load your bills based on payment history.

The screen will list the estimated arrival data of the bill.

Viewing the Payment History

Features on the Bill History page make it easy to sort or select payment history payment category or by a specific payee.

When scheduling a payment, members can add a memo to print on the check, and enter notes to be stored with the payment history. View the details here.

Pay To	Amount	Frequency	Process Date	Additional Items
Paid From Hobby Account *****1753				
Cellular One	\$75.00	One Time	4/26/2010	Confirmation #: 15 Details
Cellular One	\$75.00	One Time	4/19/2010	Confirmation #: 14 Details
Sub Total \$150.00				
Paid From Primary Checking *****5676				
Car Loan	\$1,350.00	One Time	4/19/2010	Confirmation #: 11 Details
Mortgage	\$1,200.00	One Time	4/19/2010	Confirmation #: 12 Details
Office Depot	\$200.00	One Time	4/19/2010	Confirmation #: 21 Details
Sub Total \$2,750.00				
Paid From Secondary Checking *****7601				
Phone	\$50.00	One Time	4/19/2010	Confirmation #: 25 Details
Sarah Louise Mason	\$100.00	One Time	4/5/2010	Confirmation #: 1 Details
GRIPay Fee	\$0.00			

Easy Enrollment through “It’s Me 247” or CU*BASE

- ♦ Enrollment can be done by member through **It’s Me 247** or by a CU employee through CU*BASE (see Page 20)
- ♦ Members can choose one checking account for their primary funding account. Savings accounts can be used as secondary funding accounts. Secondary funding accounts can be chosen as the default funding account to pay bills. However, enrollment is only allowed for members with active checking or “SD” account.
- ♦ Enrollments are communicated to iPay immediately.
 - CU*Answers creates electronic file with all necessary details (CU subscriber number, member account number, password, etc)—no need for member to receive paperwork in order to activate; allows member to be enrolled and using the site much faster – usually two weeks
- ♦ Member access to set up payees is immediate. The credit union is notified when there is a new enrollee. The funding accounts do require a review by the credit union in the MASTER site for payments to be sent.
- ♦ “Consolidated Logon” Makes EasyPay by iPay a Credit Union Product
- ♦ The site is branded to use the credit union logo and name
- ♦ “Consolidated Logon” means member does not use a URL to go to the iPay site— **It’s Me 247** passes all required account information direct to iPay so member does not need to “log on” manually
- ♦ **It’s Me 247** remains active (sitting on the Main Menu, using the timeout value assigned to that page); EasyPay by iPay opens in separate browser window

iPay Support for Resolving Credit Union Questions

- ♦ Credit Unions can call iPay directly at 866-255-5606 for resolving support.

iPay Support for Resolving Member Questions

- ♦ iPay offers a toll free number and online chat to resolve issues directly with the member to handling their inquiries. Each credit union will have its own support number.

Optional Service Charges

- ♦ Available configurable service charge groups (see Page 16):
 - Monthly subscriber fees with age and aggregate balance waivers
 - Excessive activity fees
 - Fee for inactive users
- ♦ Tied to Tiered Services and Marketing Clubs for fee waivers based on member participation

Miscellaneous Features

- ♦ Secure; remains in encrypted state throughout member’s interaction with site

- ◆ E-Bills - Member can elect to receive bills from all merchants approved by iPay (no **It's Me 247**/CU*Answers action necessary)
- ◆ Account to Account (A2A) transactions (configurable)
- ◆ Person-to-Person (P to P) payments to other people when the account number is unknown
- ◆ Expedited Payments
- ◆ Gift Card Purchases for selected merchants

EASYPAY POWERED BY IPAY – ON YOUR PHONE

Members will appreciate the convenience of being able to pay their bills – right from their phone. A “Pay My Bills” button will appear in the entry screen (shown upper left) when a member is enrolled in bill pay via the full **It's Me 247** site.

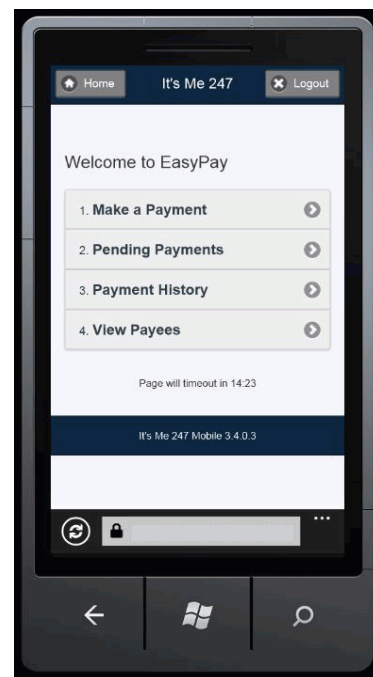
Members who select this new option will need to first accept a new Use Agreement presented by iPay (right on their phone). Once the member accepts this agreement, the member then moves to the “Bill Pay” screen (shown lower left), which will allow them to:

- Schedule a new payment
- Receive Suggested Payments - If a member frequently makes payments of a certain amount at a certain time, EasyPay by iPay will suggest that the member pays these payments on a regular schedule.
- Manage an existing (pending) payment
- View payment history
- View existing payees

(For enrollment and to access all the bill pay features, such as creating new payees, the member must access EasyPay Powered by iPay via the main **It's Me 247** website.)

This feature is automatically activated when Mobile Web Banking is activated at your credit union.

To pay bills online, the member simply selects the first option on the Mobile Banking screen, “Make a Payment”. (See image above.)



Examples of Bill Pay Screens and a Further Discussion of Features

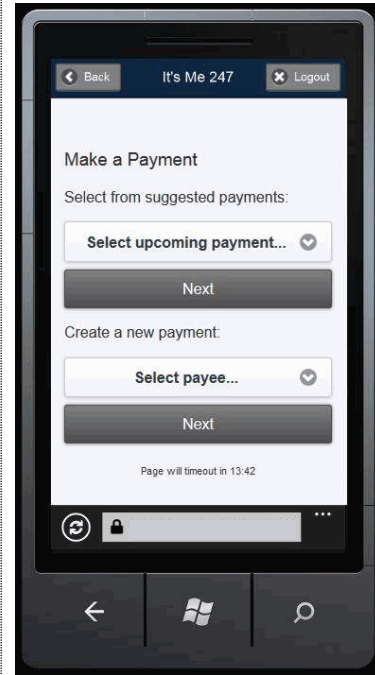
Make a Payment (1)

Once a member selects “Make a Payment”, the member will be presented with one of the screens to the right.

- If a member does not have any payees configured, the member will receive a message telling them to go to the full site to set up payees.

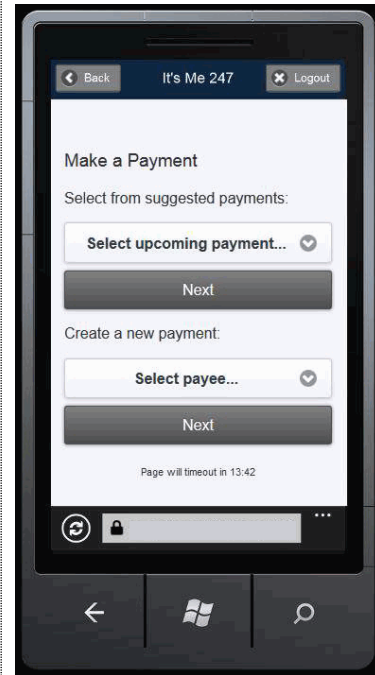
If a member frequently makes payments of a certain amount at a certain time, EasyPay by iPay will suggest that the member pays these payments on a regular schedule.

EasyPay by iPay Entry Screen



Make a Payment (2)

After selecting a payee and the “Next” button, the member then enters the amount and date of the payment and the account the funds will be drawn from.

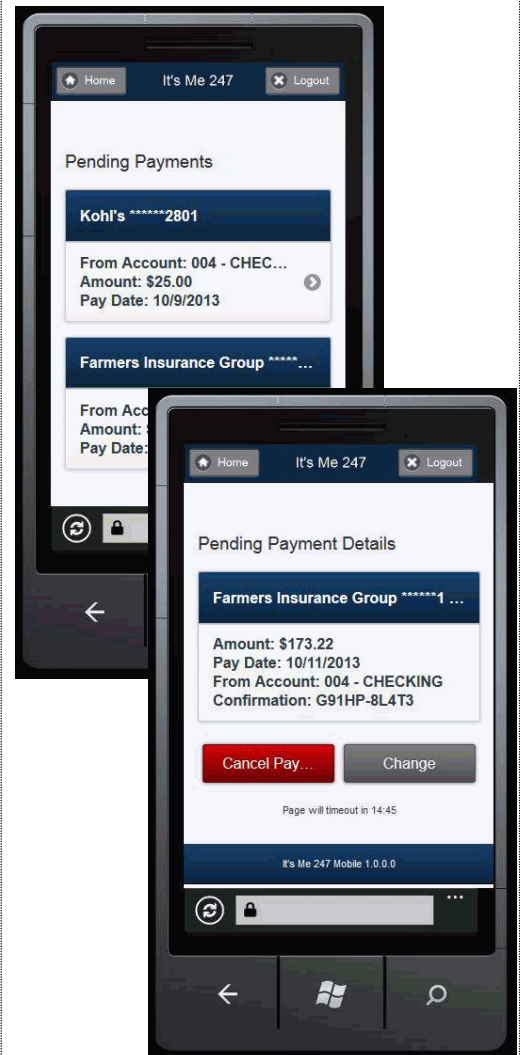


Manage a Pending Payment

If the member selects “Manage a Pending Payment,” the member will first select the pending payment to edit it.

- EasyPay by iPay displays all scheduled payments.

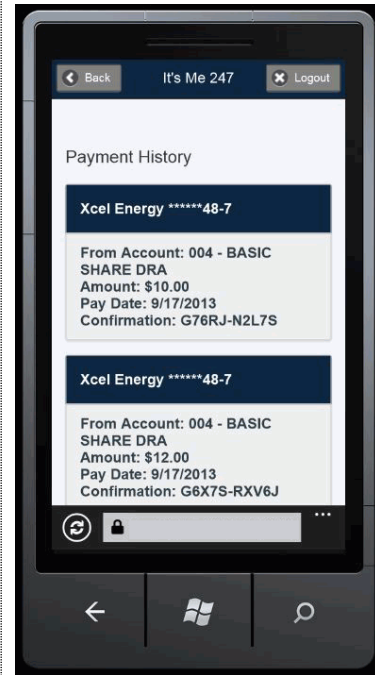
(This screen is accessed when a pending payment is selected from the previous screen.)



View Payment History

Selecting “Payment History” shows a detail of the Payments.

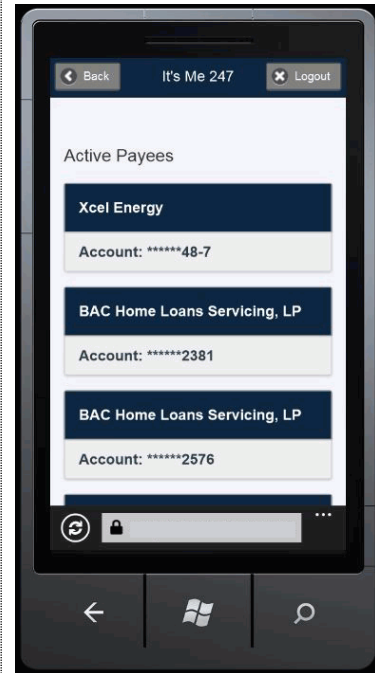
- EasyPay by iPay payment history is 90 days.



View Active Payees

Selecting “Active Payees” shows a listing of payees the member has created.

- NOTE: New payees must be created while in the full **It's Me 247** website.



HOW PAYMENTS ARE PROCESSED

THE GOOD FUNDS METHOD

EasyPay by iPay follows the Good Funds Method of payment. In other words, bill payers cannot pay bills unless the financial institution and member had already debited the accounts for the pending bill.

Good funds has many benefits. The member must budget for the bill, and credit unions receive the NSF income and are not surprised by an iPay return fee later in the process. Transactions are coded separately (Origin Code 20) making it easy to track bill pay transactions independently.

MAKING PAYMENTS

The deadline for the member to make or alter payments is 4:00 PM EST. Bill payment transactions are delivered to CU*BASE via a file from iPay. CU*BASE posts the transactions to the members' accounts.

Members will see a transaction beginning with the letters "BP – payment" in their statements and in online banking. Similar messaging will appear in the transaction history record in CU*BASE.

CANCELLING PAYMENTS

The Transaction Posting File will produce an exception report that will contain NSF and other invalid payment transactions. The credit union will have until 12:30 p.m. ET on the following day to go into MASTER site and cancel a payment.

Members can also stop a payment up until 4:00 p.m. ET **up until** the process date. On the process date, members can contact the credit union to stop a payment and the credit union has up until 12:30 p.m. ET on the following day to cancel the payment.

MARKETING SERVICES

CU*Answers is pleased to make available the use of the names and logos for EasyPay by iPay for your marketing campaigns. This represents a significant savings for you since all of the artwork has already been created and you can take advantage of the many marketing materials that have already been developed.

AVAILABLE MARKETING MATERIALS

Tri-Fold Brochure	Four-color or two-color, 2-sided Unfolded size: 8 ½" x 11"; "C" folded: 8 1/2" x 3 5/8"
Lobby Poster	Four-color or two-color, 1-sided 8 1/2" x 11"
Statement Inserts	Four-color or two-color, 2-sided 8 1/2" x 3 5/8"

For marketing materials, including posters, brochures and inserts go to <http://marketing.cuanswers.com/materials.php>.

Examples of these publications are on the following page.



Powered by Pay

SO MANY BENEFITS...

EASY TO SETUP

- Easy to setup - follow simple point and click instructions.
- You can pay all your bills electronically.
- Authorize checks to be sent to anyone - from babysitters to utilities.
- Keeps a payment history register.
- You can set up recurring payments - like mortgage and car payments or insurance premiums.
- Schedule payments at any time of the month. Some bills can even receive next-day payments!
- Add bills quickly with just an account number, phone number and zip code.
- No additional sign on or passwords to remember - just click the "Pay My Bills" icon from **Ks Me 247**.
- Monitors the status of your payments - stop wondering if your payment was received. You can check payment progress at any time.
- You have complete control.
- Receive notice when e-bills arrive.
- Use the Payment Calendar to schedule reminders and recurring payments.
- EasyPay is safe and secure.

RECEIVE YOUR BILLS ONLINE

One of the many benefits of EasyPay is the ability to receive bills electronically. Not every company is set up to send e-bills yet but the list is growing every day. To begin receiving e-bills from a payee you've already established, simply click on the "E-bill" button next to the biller's name. Then follow the simple instructions for e-bill setup.

SIMPLIFY YOUR LIFE

Looking for an easy way to simplify your life? EasyPay bill payment and presentation can help you do just that. With EasyPay you can receive and pay your bills online with the click of a mouse from your credit union checking account. Pay any bill, including your house payment, your credit card company - even your babysitter - at any time, from anywhere.

EASY ENROLLMENT

Simply click the **Ks Me 247** online banking icon from our website, log on using your username, password and an answer to a security question, then click. The rest is easy! Set-by-step point and click instructions will guide you through enrollment and set up.

OTHER AVAILABLE FEATURES

- Account-to-Account transfers to an account at another financial institution.
- Person-to-Person transfers.
- Process your payments faster with expedited payments.
- Purchase gift cards.



EasyPay
Powered by iPay

ONLINE BILL PAYMENT AND PRESENTMENT

A safe and easy way to pay your bills online!

SIMPLIFY YOUR LIFE

GAIN FINANCIAL CONTROL

SAVE TIME FOR THINGS THAT MATTER MOST

POINT-CLICK-PAY...IT'S THAT EASY!

ABCDECU.com

ABCDE CREDIT UNION | 1234 STREET ADDRESS | CITY, ST 01234 | 555.555.555

©2010 ABCDE Credit Union. All rights reserved. Member FDIC. Logo by iPay

ONLINE BILL PAYMENT AND PRESENTMENT

SIMPLIFY YOUR LIFE

GAIN FINANCIAL CONTROL

SAVE TIME FOR THINGS THAT
MATTER MOST

POINT-CLICK-PAY...
IT'S THAT EASY!

ABCDECU.com



EasyPay
POWERED BY PNC

A SAFE AND EASY WAY
TO PAY YOUR BILLS ONLINE!

ONLINE DEMONSTRATION

To help you introduce online bill pay to your members, iPay has created a video to which you can post a link on your credit union website. During your orientation, iPay will share with you the URL to this video during your training with them.

GETTING STARTED: STEP BY STEP

A lead time of approximately 30 day (60 day for conversion) will be required for preparation and to help ensure a successful product roll-out. Following is the blueprint for getting started:

1. Assign an internal **Project Manager** responsible for this project.
2. Sign the **iPay CU*Answers Master Agreement** (requires a 3-year commitment) and the **iPay Customer Order and Disclosure Form** and return to Scott Page, EVP of Sales and Marketing.
3. Upon completion of the signed agreements, a CU*BASE Client Service Representative will contact you regarding an implementation start-up date. iPay will coordinate your staff education on their MASTER Site and CU*BASE Client Service Representative will provide training for the CU*BASE option for *Member Personal Banker* on the Member Services (MNSERV) menu as well as the **It's Me 247** integration.
Implementation and training dates will be assigned on a first-come, first-served basis.
4. A CU*BASE Client Service Representative will also work with you to set up your service charge structure and all other CU*BASE configuration settings that need to be completed.
5. Carefully review applicable **Terms and Conditions** related to Reg. E and the timing for posting transactions to member accounts. CU*Answers will review this information with you as well.
6. You are ready to release EasyPay by iPay! A Client Service Representative will assist by “turning on the switch” at your assigned implementation date.

CONFIGURING EASYPAY BY IPAY

SERVICE CHARGE CODES

“EasyPay Service Charge Cnfg” on the Internet Member Services Config (MNCNFE) menu

Screen 1

Notice that you can set up as many different service charge groups as needed, each with their own set of parameters and prices. Service charge codes are assigned at the time of enrollment, and can be changed either manually at any time, or may be changed as part of automated processes such as Tiered Service scoring or Marketing Club rewards.

<i>Bill Payment Waiver Method</i>	<i>Access of Waiver Screen</i>
Tiered Services Scoring	<i>Tiered Service Level Config</i> on the General Configuration 2 (MNCNFD) menu, then Assign Tiered Service Level Rewards—Bill payment/presentment service charge code
Marketing Clubs Rewards	<i>Marketing Club Configuration</i> on the General Configuration 2 (MNCNFD) menu, then Fees and Waivers/ (Periodic Service Charge Exemptions)—Assign bill payment/presentment service charge code

Enter a 2-digit code or select an existing one in the list and use Enter or Select to proceed to the next screen.

NOTE: Remember that members who enroll via **It's Me 247** are automatically assigned service charge code 01. Therefore, that code should always be set up with your standard fee parameters.

Screen 2

Session 0 CU*BASE GOLD Edition - ABC TESTING CREDIT UNION

File Edit Tools Help

Bill Payment Service Charge UPDATE

Credit union **ABC TESTING CREDIT UNION**
 Service charge group **01** Group description **CU=EASYPAY BASIC LEVEL**

Enrollment Fees

Enrollment fee Fee G/L offset account

Fee transaction description

Monthly Member Subscriber Fees

Regular monthly rate Includes up to transactions per month
 Introductory rate/month # of months at introductory rate
 Fee transaction description **EASYPAY MONTHLY FEE** Fee G/L offset account

☒ Fee can take account negative

Fee Waivers

Low age High age
 Aggregate savings Aggregate loans
 Waive if OTB account present ☐ Credit ☐ Loan ☐ Save ☐ ATM ☐ Debit
☐ Waive if enrolled for e-statements

Excessive Activity/Non-Use Fees

Per transaction fee for transactions over monthly allotment
 Fee transaction description G/L offset account

Monthly fee if less than transactions during the month
 Fee transaction description G/L offset account

Skip
Delete

FR (3753) 7/19/13

This screen is used to configure the fee parameters for this service charge code. This code can then be assigned to a member upon enrollment. You will need to choose the General Ledger account(s) to which you would like to post enrollment fees, monthly subscriber fees, and excessive activity fees.

When done, press Enter to save and return to the previous screen.

*For field descriptions and other details, please refer to CU*BASE GOLD Online Help by clicking while working in these screens.*

“LEARN FROM A PEER” TO COMPARE WITH OTHER CREDIT UNIONS

Wondering how other credit unions configure their bill pay configuration? “Learn from a Peer” is designed to help you do just that - compare your credit union settings with the settings or fee configurations of other credit unions, including the ability to view and compare bill pay configurations.

- NOTE: When you use this feature, you will only be able to view configurations of other credit unions in your system (the server where your files reside).

Access the fee configuration via the **Bill Pay Service Charges** on the Learn from a Peer (MNMGMB) menu. First you will view a view-only version of your own credit union’s bill pay configuration. From this screen select *Learn from a Peer* (F10). (This is only available when the screen is accessed via the Learn from a Peer menu). On the following screen select the member range or asset size of the comparison credit union (defaults to a range ten percent larger and smaller than your credit union). A list of credit unions within this range is then presented so you can select and view the Self Service fee configuration of the selected credit union.

CONFIGURING THE ENROLLMENT

“MARKETING” MESSAGE

This message must be configured before you begin allowing your members to enroll for bill payment via **It's Me 247**.

“EasyPay Marketing Message” on the Internet Member Services (MNCNFE) menu

To move to a new line, use Ctrl + Enter.

Session 0 CU*BASE GOLD Edition - ABC TESTING CREDIT UNION

File Edit Tools Help

Bill Payment Details Configuration

CHANGE

Enter marketing and other disclosure information to be displayed on the introductory enrollment page for online Bill Payment services.

☐ Open new window for link

Comments:

Welcome to CU*EasyPay! - - the easiest and fastest way to pay all your bills online, right from your existing credit union checking account!

Members that are eligible for our VIP program receive their bill payment absolutely free. You can pay as many bills as you want for free.

Remember when scheduling your payments to allow up to 5 days for the funds to be received at their final destination.

Save Changes


When you add or remove characters, it might cause fragmented lines of text. Place the cursor at the end of the shortened line and press the Delete key to remove the line break and clean up the paragraphs as needed.

MESSAGE TIP: If you insert text or copy and paste text that exceeds the space provided, a pop-up window will appear. Select Yes to retain text you have written or pasted, but be careful, this may delete following text. Select No to cancel a paste. WARNING: Never check the "Remember my decision" checkbox on this pop-up window.

Talking Points

FR (2633) 7/19/13

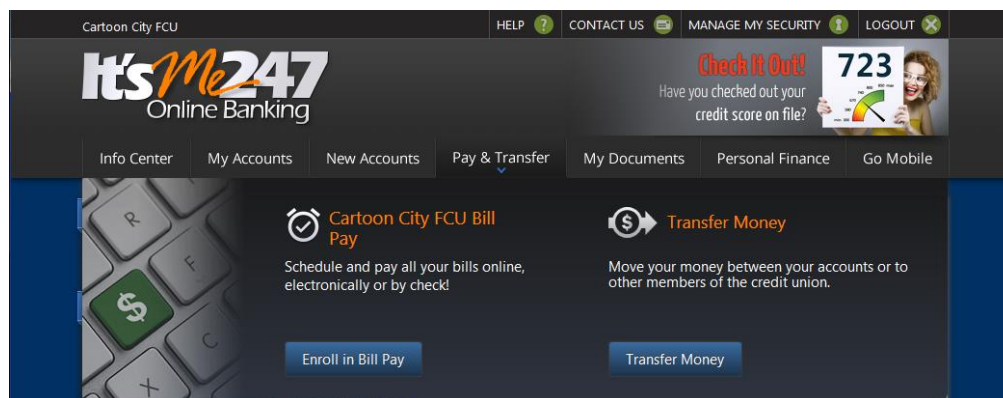
This credit union-defined message appears when a member clicks “Pay My Bills,” if he or she is not already enrolled to pay bills via EasyPay. It can contain a marketing statement, information about credit union fees, and warnings about how to schedule payments in advance of when they are due.

*For field descriptions and other details, please refer to CU*BASE GOLD Online Help by clicking  while working in these screens.*

ENROLLING MEMBERS IN EASYPAY

ENROLLING VIA “IT’S ME 247”

Members can enroll to pay bills with EasyPay themselves, through “Pay & Transfer” in **It’s Me 247**.



From here, they will select “Enroll in Bill Pay.”

Below is a sample of the page that will be displayed if the member has not already been enrolled:



- Your configured enrollment message will be displayed in the box at the bottom of the screen above the messaging shown above.

This enrollment is a two-step enrollment. Members enroll using the screen above. They confirm their email address and select a Primary account. This screen informs them, **“After initiating Bill Pay please log off of It’s Me 247 and log on again. This should activate your Bill Pay.”**

After this the member clicks the Next button to view the confirmation screen. Then the member accepts and completes the **It's Me 247** enrollment.

When the member logs on to **It's Me 247** a second time and clicks the Pay My Bills icon a second time, the member then accesses the **iPay** Terms and Conditions to accept to enroll on the **iPay** side. At this time, members will also be required to authorize iPay to make the payments. The text for the iPay authorization can be formatted by the credit union using the iPay Master site.

- **IMPORTANT NOTE:** Once the member is enrolled on the **It's Me 247** side, the member will begin receiving charges for enrollment (as well as your credit union). However, If a member does not complete his or her enrollment by also enrolling on the iPay side, then iPay has no record of her enrollment. When iPay then communicates un-enrollments back to CU*BASE, this member will not be included. **Consequently, if a member does not complete his or her enrollment, the member will be charged a fee for enrollment, but will not be able to unenroll or use the product via online banking.** This member must be un-enrolled via CU*BASE.

*Members can enroll in EasyPay through **It's Me 247** as long as the credit union's PIB configuration allows this access. See the "PIB Configuration and User Guide" for more details.*

ENROLLING VIA CU*BASE

Credit union staff member can also enroll a member using CU*BASE. When tellers and member service personnel are talking with members about your credit union's bill payment services, this option makes it easy to enroll the member "on the spot." You can even set up your workflow controls (*Workflow Contrls: Open Mbrs Accounts* on the General configuration 1 (MNCNFC) menu) to display the enrollment screen automatically when opening a new membership.

"Member Personal Banker" on the Member Service (MNSERV) menu, then "Bill Payment (enroll or change enrollment status)"

Session 0 CU*BASE GOLD Edition - Bill Payment Member Enrollment

File Edit Tools Help

Account # BRUCE

Enrollment

Status Never enrolled

Action ☒ Enroll in bill payment ☐ Unenroll from bill payment

Enrollment date Jul 19, 2013

Unenrollment date 00000000

Service charge group 01


Checking account 1 0000

Skip Last maintained By

FR (1934)

NOTE: A member must have a valid email account to enroll in EasyPay.

Use the *Action* field to enroll this member for EasyPay, then press Enter to record the change. All enrollments submitted immediately to iPay. The credit union employee must approve the enrollment before the member can begin paying bills.

*For field descriptions and other details, please refer to CU*BASE GOLD Online Help by clicking  while working in these screens.*

UNENROLLMENT

Members who wish to stop using EasyPay can be un-enrolled using the CU*BASE enrollment feature described on the previous page. This change prevents them from accessing bill pay via **It's Me 247**. The credit union will then not be billed for the member. It is also the credit union's responsibility to remove the member from iPay using the iPay administrative website.

EASYPAY FOR IPAY REPORTS

POSTING REPORTS

Bill Payment File Posting Report

<i>Report Name</i>	TEPPST1
<i>CU*Spy Menu</i>	Electronic Third Party
<i>When Report is Generated</i>	When daily iPay transactions are posted to CU*BASE
<i>View/Print</i>	If needed for research
<i>Description</i>	Listing of transactions that have been posted to CU*BASE by iPay.
<i>Purpose / Tips</i>	This is your audit report for transactions that successfully posted.

```

4/20/10 17:12:16
RUN ON 4/20/10
ACCOUNT NUMBER PREVIOUS BALANCE AMOUNT NEW BALANCE
00031-009 550.74 65.00 485.74
00039-009 785.90 100.00 685.90
00039-009 685.90 165.00 520.90
00039-009 520.90 207.00 313.90
00039-009 2,032.84 1,000.00 1,032.84
00042-009 876.36 15.00 861.36
00042-009 861.36 20.73 840.63
00042-009 840.63 20.00 820.63
00042-009 820.63 34.00 786.63
00042-009 786.63 44.50 742.13
00042-009 742.13 77.00 665.13
00220-009 3,104.91 350.00 2,754.91
00220-009 1,406.40 41.00 1,365.40
00220-009 1,365.40 47.01 1,318.39
00222-009 1,802.36 96.20 1,706.16
0022 -009 1,182.60 210.00 972.60
TOTAL COUNT 0 TOTAL AMOUNT .00
TOTAL NUMBER OF RECORDS ERROR: 0
TOTAL NUMBER OF RECORDS CHARGED: 16 2,492.44
TOTAL IPAY SUBSCRIBER DEBIT AMOUNT: 2,492.44
***END OF REPORT***
FEDERAL CREDIT UNION
BILL PAYMENT FILE POSTING REPORT
TEPPST1
PAGE 2
USER SHERVLW
MEMBER
PAYEE NAME
Black Hawk San RANDY D
MT DAK UTILITISand Elisabeth Ann
VERIZON WIRELESand Elisabeth Ann
AMERICAN FAMILSand Elisabeth Ann
Student Assist DION M
CAPITAL ONE lawrence j
JC PENNEY lawrence j
HSEC Card Serv lawrence j
FINGERHUT RETA lawrence j
AMERICAN FAMIL lawrence j
BLACK HILLS PO lawrence j
STATE FARM BAN Stephen R
JC PENNEY KEITH F
CITY FINANCE KEITH F
MEDICAREBLUE RLuczak Frank
CAPITAL ONE Tracy Jo

```


Bill Payment File Posting Report Error Report

<i>Report Name</i>	TEPPST2
<i>CU*Spy Menu</i>	Electronic Third Party
<i>When Report is Generated</i>	When daily iPay transactions are posted to CU*BASE
<i>View/Print</i>	Daily
<i>Description</i>	Listing of bill payment exceptions (presented by iPay that could not be posted to CU*BASE)
<i>Purpose / Tips</i>	Research these exceptions, post to the member account and insure that iPay has the correct information to resolve the issue if appropriate.

```

4/16/10 17:11:17          FEDERAL CREDIT UNION          TEPPST2          PAGE          2
RUN ON 4/16/10          BILL PAYMENT FILE POSTING ERROR REPORT          USER JOANG
ACCOUNT          CURRENT          TRAN.          REMARKS          FAYEE          MEMBER
NUMBER          BALANCE          AMOUNT          TRANS. will cause negative balance.          JENNIFER          NAME
002          -009          -19.16          89.16          TOTAL          AMOUNT          BRIAN D.
                                COUNT          1          89.16
TOTAL ERRORS PROCESSED :
                                ***END OF REPORT***

```

iPay Split File Totals

<i>Report Name</i>	PEPRCVDBTS
<i>CU*Spy Menu</i>	Electronic Third Party
<i>When Report is Generated</i>	When transaction file is presented to CU*BASE by iPay
<i>View/Print</i>	For research
<i>Description</i>	Lists number and total amount of transactions sent to CU*BASE by iPay.
<i>Purpose / Tips</i>	This report should match the totals on the TEPPSIS1 and TEPPSIS2 reports. The summary total is the amount iPay will settle with the credit union.

```

4/20/10 17:10:20          FCU          PEPRCVDBTS          PAGE          3
Total Amount:          $2,492.44          IPAY SPLIT FILE TOTALS          USER SHERVILW
Number of Transactions: 16
                                ***END OF REPORT***

```


Monthly Fee Reports

These reports are produced each month (will generally be between the 5th and 15th of the month, depending on when the activity data is received from iPay). They show your configured EasyPay service charges that were charged to member accounts.

The exception report shows any fees that could not be charged due to insufficient funds or account closings. This report should be reviewed and those members who have not had activity for a number of months should be notified and un-enrolled. Both reports are stored in CU*SPY under the Member Services category.

Fee Posting Detail (TEPFEE)

5/11/01 13:59.53		CU*BASE TEST CREDIT UNION (GT) EASY PAY FEE TRANSACTION REGISTER					TEPFEE	PAGE 1
ACCOUNT NO.	DEPOSIT ITEMS	FEE AMOUNT	AGGREGATE SAVINGS	AGGREGATE LOANS	AGGREGATE AVERAGE	CURRENT BALANCE	PREVIOUS BALANCE	DESCRIPTION
34-001	1	15.00	52.41	.00	2712.24	31.49	46.49	ENROLLMENT FEE
34-001	1	.10	52.41	.00	2712.24	31.39	31.49	BILL PAYMENT FEE
34-001	8	12.00	52.41	.00	2712.24	19.39	31.39	BILL PAY EXCESS USE
51-001	1	15.00	4509.87	11397.10	88634.42	1715.90	1730.90	ENROLLMENT FEE
51-001	1	.10	4509.87	11397.10	88634.42	1715.80	1715.90	BILL PAYMENT FEE
77-001	1	.10	4756.67	.00	109508.10	245.76	245.86	BILL PAYMENT FEE

Fee Posting Exceptions (TEPFEE)

5/11/01 13:59.53		CU*BASE TEST CREDIT UNION (GT) EASY PAY FEE EXCEPTION LISTING		TEPFEE	PAGE 1
ACCOUNT NO.	MESSAGE				
158-001	Member aggregate savings exceeds maximum				
1161-002	Monthly fee would take account below available balance				
2008-001	Member exceeds maximum age requirement				
14002418-001	Account master not on file - no fee processing occurs				
14026669-001	Member account type record not found				

APPENDIX: GETTING STARTED

MATERIALS

- *Master Agreement
- *Customer Order – BillPay-e Plus
- *Customer Order – eBill Service
- Fee Disclosure
- iPay OFAC FAQ
- iPay Fraud Prevention Policies

**Please fill out and return three items with an asterisk (*) to Scott Page at spage@cuanswers.com*

MASTER AGREEMENT TERMS AND CONDITIONS FOR CUSTOMER

This Master Agreement (this "Agreement") is made between CU*Answers, Inc. ("CU*Answers") and a ("Customer"), the single business entity or organization identified as "Customer". This Agreement is made part of the Services Agreement entered into between CU*Answers and Customer, and the terms of the Services Agreement shall apply to this Agreement, and in the event any terms are inconsistent, the terms of this Agreement shall control only as to the services provided under this Agreement.

In addition to the initial Customer Order, the parties may enter into one or more additional "Customer Orders," each of which provides a general description of the Software and Services to be provided to Customer. Each Customer Order will be effective when signed by both Customer and CU*Answers. All terms and conditions set forth in this Agreement are automatically incorporated in, and deemed part of, each such Customer Order. Unless otherwise shown in the Customer Order, each Customer Order is intended to be a separate contract providing for separate Software and Services as identified therein.

1. Services. (a) CU*Answers agrees to provide to Customer the Services identified in each Customer Order. (b) The Services will meet reasonable industry standards. (c) Other Services may be added as shown in additional future Customer Orders. (d) CU*Answers may add or change Services in the normal course of its business, provided material changes will be documented in a revised Customer Order. Unless caused by requirements of a third-party service Provider and/or regulatory requirements, no change in Services will result in loss of basic features or functions.

2. Software. (a) CU*Answers grants Customer, and Customer accepts, a non-exclusive, non-transferable, limited license to install, store, operate and use the object code version of the current release of the software programs identified in each Customer Order (the "Software") for the limited purpose of providing services to its customers pursuant to the Customer Order. Said license shall terminate upon the earlier of the termination of this Agreement or the termination of all Customer Orders pursuant to this Agreement. As necessary for Customer to receive the Services, additional Software may also be licensed for Customer's use while installed, stored or operated and held by CU*Answers. (b) Customer's license is for fully completed and ready-to-install versions of the Software. Improvements, enhancements, modifications, revisions and updates ("Additions") may be provided as a Service, in the sole discretion of CU*Answers, and are included in the Software only when fully completed, released and ready-to-install. (c) Software may not be removed from Customer's designated site, subject to necessary back-up or recovery. (d) Customer may create a sufficient number of copies of the Software and related user documentation for non-production backup and archival purposes only. (e) All copies of the Software and such documentation shall be accounted for (by number, location and use) upon CU*Answers request and returned to CU*Answers upon expiration or termination of this Agreement as provided herein or upon termination or the license as set forth herein.

3. Web Link and Advertising. (a) As necessary or appropriate for each party to operate and conduct the Service, describe, promote or link their respective websites and web services, and promote the Service through mutually agreed other advertising, each party grants the other party a worldwide, non-exclusive, nontransferable right to use and display its Brand Marks during the term of this Agreement. Presentation of the Brand Marks shall be in accordance with conventions specified by the party owning such Brand Marks. Use of the Brand Marks shall be confined to the purposes of this Agreement and shall not be altered for any reason. For purposes of this Agreement, "Brand Marks" mean the parties' respective trademarks, service marks, trade names, logos, slogans and advertising (including text, graphic or audiovisual features of icons, banners, frames, etc. to the extent distinctive to either party) and, if provided by either party, depiction of characters or celebrities. (b) CU*Answers reserves the right to suspend or deactivate Services as necessary to terminate or investigate illegal or improper activities, provided Customer will be notified at least seventy-two (72) hours prior to any such deactivation and the Services will be suspended or deactivated only to the degree necessary for such purpose.

4. General Limitations. (a) The Software and Services may be used by Customer only for the purpose of this Agreement and Customer Orders pursuant to this Agreement. (b) Customer may allow majority-owned subsidiaries listed in a Customer Order engaged in the same business enterprise as Customer to participate in using the Software, provided that the terms and conditions of this Agreement are at all times met, except that CU*Answers shall not be obligated to perform on-site installations for such subsidiaries unless so stated in the applicable Customer Order. (c) Customer is responsible for the conduct of its business, including use of the Services in accordance with applicable laws and regulations. CU*Answers in the normal course of its business may provide assistance to Customer, but Customer retains final responsibility for such compliance.

5. Restrictions. (a) Except as expressly permitted above, Customer agrees not to sublicense, license, rent, sell, loan, give or otherwise distribute all or any part of the Software or subcontract or resell the Services to any third party (other than banking customers as part of its banking services), without CU*Answers' consent. (b) Customer agrees not to reverse engineer, disassemble, decompile, modify, or alter the Software or any copy thereof, in whole or in part. (c) If Customer is merged, consolidated or sold, or if Customer sells or transfers all or substantially all of its assets relating to the use of the Software, Customer shall have the right to transfer or assign its license to the Software hereunder and its rights and obligations under this Agreement to the surviving or buying entity, provided that such the successor assumes the terms and conditions of this Agreement in a manner acceptable to CU*Answers and the scope of use of the Software is not substantially altered.

6. Term. The initial term of this Agreement and the initial Customer Order shall last three (3) years from the billing start date. Thereafter, unless Customer notifies CU*Answers in writing at least three (3) months in advance of the scheduled renewal date that Customer elects not to renew this Agreement, this Agreement and the initial Customer Order shall automatically renew for successive one (1) year periods, provided that either party may terminate this Agreement by giving at least three (3) months' advance notice of termination in the event it is determined that CU*Answers cannot meet Customer's requirements as identified in this Agreement. Additional Customer Orders shall run co-terminously with the initial Customer Order unless otherwise stated therein.

7. Fees (a) Customer shall pay the fees indicated on each Customer Order for the corresponding Software or Services. Fees for each identified item of Software will be fully earned and non-refundable when and as that Software is delivered or put in use. Fees for Services will be fully earned and non-refundable when and as the Services are performed. Services required but not described in a Customer Order will be charged to Customer at CU*Answers' standard rates. (b) Unless otherwise stated in the applicable Customer Order, all amounts due shall be paid in U.S. Dollars promptly on receipt of invoice. (c) The Customer Order may require payment of expenses incurred by CU*Answers. (d) Any payment not received within thirty (30) days of the date due shall bear interest from the date due at the rate of one (1%) per month (prorated for partial periods) or the maximum rate permitted by applicable law, whichever is less. (e) In the event that payment due to CU*Answers is collected at law or through an attorney-at-law, or under advice therefrom, or through a collection agency, Customer agrees to pay all costs of collection, including, without limitation, all court costs and actual attorney's fees. (f) Customer shall be responsible for sales or use taxes, transfer taxes, property taxes, or similar obligations imposed by any government authority with respect to the Software or Services (except CU*Answers retains responsibility for federal and state taxes on its net income). The fees based upon the number of Subscribers enrolled per month will be payable in arrears. A Subscriber shall be enrolled by tax identification number. Any Subscriber enrolled for any portion of a month shall be billed for the full month. The Bill Payment User Fee, any applicable Transaction fee, or any combination of the two, may be amended from time to time, in response to, and to correlate with any adjustments by the United States Postal Service for a one (1) ounce letter. The monthly subscriber fee payable with respect to the Consumer Bill Pay shall be payable with respect to each Subscriber who is enrolled in any month for that service. With respect to any mutually agreed fee for which terms are not specified, payment shall be due and payable 30 days after date of invoice. (g) If at any time during the term of this contract the Customer experiences a change in its number of accounts of 25% or more, the Customer is obligated to notify CU*Answers immediately. Upon such notification, CU*Answers reserves the right to adjust the price as described in the Customer Order. (h) Except for the Customer's rights provided in paragraph 7(g) hereof, CU*Answers shall have the right to adjust the fees (provided in the Customer Order) no more frequently than once every twelve (12) months based upon changes in operating costs including, but not limited to, postage and labor, Subscriber participation, bill payment volume, website maintenance, development and design, and Internet access and related equipment. (i) CU*Answers shall have the right to electronically debit an account of Customer in payment of any such invoice, and Customer shall execute and deliver to CU*Answers such agreements and authorizations as are reasonably necessary or appropriate to effectuate such electronic debit.

8. Warranty. (a) Software and Additions are warranted to be in substantial conformity with CU*Answers standard documented technical specifications after delivered to Customer or put in use. Additions that are custom-made for Customer are not warranted but will meet the terms for their development accepted in writing by CU*Answers. Services are warranted to be within industry standards. CU*Answers Technical Support may provide response measures, in the sole discretion of CU*Answers, that are in addition to the foregoing warranties. Warranties on third-party software, services, equipment, etc. are limited to such third party's licensing terms and conditions. (b) CU*Answers does not warrant that the Software or Services shall be uninterrupted or error free or that it shall meet Customer's needs. Customer is solely responsible for the accuracy and integrity of its own data, reports, documentation and internal security. (c) CU*Answers will provide upon request a description of security methods and procedures employed by CU*Answers. Customer will employ additional procedures as appropriate to secure the integrity of its data. Customer understands that certain risks are inherent in the transmission of information over the Internet, and CU*Answers shall incur no liability for the breach of its or Customer's security measures unless caused by willful misconduct of CU*Answers. (d) The exclusive remedy of Customer, and CU*Answers' sole obligation, in the event of any warranty claim or any other contract deficiency shall be for CU*Answers to repair or replace the defect or, if such repair or replacement is not provided or does not correct the defective item, to refund an equitable part of the Customer's payments for the defective item. (e) CU*Answers will hold Customer harmless from any damages or liabilities resulting from third party claims that the Software or Services or their use infringe U.S. patents, copyrights or similar intangible rights, provided that Customer will promptly notify CU*Answers of the matter, cooperate with CU*Answers as requested, and permit CU*Answers to control the investigation, defense and disposition of the same. (f) EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, NO WARRANTY OR ASSURANCE, EXPRESS, IMPLIED, OR STATUTORY, IS GIVEN BY CU*ANSWERS WITH RESPECT TO SOFTWARE, SERVICES, BRAND MARKS, OR ANY OTHER MATTER, INCLUDING, WITHOUT LIMITATION (AND CU*ANSWERS SPECIFICALLY DISCLAIMS) ALL WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability. (a) IN NO EVENT SHALL CU*ANSWERS BE LIABLE TO CUSTOMER, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE) FOR LOST PROFITS OR REVENUES, LOSS OR INTERRUPTION OF USE, LOST OR DAMAGED DATA, REPORTS, DOCUMENTATION OR SECURITY, OR SIMILAR ECONOMIC LOSS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SIMILAR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR FOR ANY CLAIM MADE AGAINST CUSTOMER BY ANY OTHER PARTY, EVEN IF CU*ANSWERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM. (b) CU*ANSWERS DOES NOT GUARANTEE THAT DATA SUBMITTED OR HELD IN STORAGE ON OR THROUGH ITS SYSTEMS ASSOCIATED WITH THE INTERNET WILL BE SECURE FROM UNAUTHORIZED ACCESS OR WILL BE FREE OF ERRORS OR OMISSIONS. (c) IN NO EVENT SHALL CU*ANSWERS' LIABILITY UNDER ANY CLAIM MADE BY CUSTOMER EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO CU*ANSWERS WITHIN ONE (1) YEAR PRIOR TO THE DATE THE CLAIM AROSE (OR, IF LESS THAN ONE (1) YEAR HAS TRANSPIRED SINCE THE DATE OF COMMENCEMENT OF THE SERVICES, THE ANNUALIZED AMOUNT OF BASE MONTHLY FEES PAID THROUGH SUCH DATE) RELATING TO THE AFFECTED SOFTWARE OR SERVICES. (d) NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE FIRST TO OCCUR OF (I) THE TERMINATION OR EXPIRATION OF THIS AGREEMENT OR (II) THE EVENT GIVING RISE TO SUCH CAUSE OF ACTION. (e) CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR, AND CU*ANSWERS SHALL HAVE NO RESPONSIBILITY FOR, EXCEPT WHERE CAUSED BY ITS WILLFULL MISCONDUCT, ELECTRONIC PAYMENT ITEMS DISPUTED BY SUBSCRIBER.

10. Confidentiality; Ownership of Work Product. (a) Each of the parties hereto agrees to protect and maintain as secret all information designated as confidential by the other party ("Confidential Information") by (i) treating the Confidential Information of the other party with at least the same care and protection accorded its own Confidential Information; (ii) using great care in the assignment of personnel who receive Confidential Information of the other party, and instructing such personnel to take all reasonable precautions to prevent unauthorized use or disclosure thereof; and (iii) not using or disclosing such Confidential Information except as necessary to fulfill the terms of this Agreement or as otherwise authorized by the disclosing party. However, neither party shall have an obligation of confidentiality with regard to any information that: (A) is known to such party prior to disclosure; (B) is or becomes publicly available other than as a result of a breach of this Agreement; or (C) is disclosed to such party by a third party not subject to an obligation of confidentiality. (b) For purposes of this Agreement, the parties acknowledge that Customer's information collected from its own Subscribers and accounts is Confidential Information of Customer. CU*Answers and third-party service providers may collect and use such information, as determined by Customer, if first screened or filtered, or as otherwise required to perform the Services. (c) If advertising or content supplied by either party pertaining to its products, services or business embodies any work of authorship protected under U.S. or foreign copyright laws or database interest protected under international laws or conventions, the party supplying such material shall be responsible for securing rights and licenses necessary for the use and exercise of such interests incident to the Services. (d) All systems, programs, operating instructions and other documentation, including all rights in patentable inventions, trade secrets and know how, database interests and copyrights associated therewith, relating to the Software or Services and which are conceived, prepared, developed or delivered by CU*Answers (whether alone or with others, and whether independent of or in connection with the conduct of its performance hereunder), shall be and remain the sole property of CU*Answers and/or its third party licensor.

10A. Information Security. CU*Answers agrees to implement appropriate measures to protect the security of all nonpublic personal information received by it regarding consumers who have entered into a customer relationship with Customer, as required by the Interagency Guidelines Establishing Standards for Safeguarding Customer Information, and to cooperate with all reasonable auditing and monitoring activities of Customer to confirm compliance with this paragraph. In addition, CU*Answers agrees to notify Customer, as soon as possible, of any incident of unauthorized access to confidential information to enable Customer to expeditiously implement its response program as required by the Interagency Guidance on Response Programs for Unauthorized Access to Customer Information and Customer Notice.

11. Termination. (a) Either party, at its option, may terminate this Agreement (and thereupon terminate Customer's license to the Software and Customer's right to receive any remaining Services) if the other party commits a substantial breach of this Agreement and fails to cure the breach within thirty (30) days (or ten (10) days if for non-payment) after notice of such breach is given. (b) Upon termination of this Agreement, regardless of the reason, Customer shall immediately cease use of the Software, remove the Software from Customer's computers, and follow CU*Answers' instructions for the return or destruction of all remaining copies of the Software and related documentation. Customer agrees to certify its compliance with the foregoing requirement upon CU*Answers' request. (c) Customer may terminate this Agreement without cause prior to expiration of the term then in effect, provided it pays, within thirty (30) days after date of substantial termination of Services, as a termination charge (in addition to other charges due hereunder) an amount equal to the present value based on eight percent (8%) per annum of the product obtained by multiplying (i) the average of all fees and charges payable by Financial Institution for the three months immediately preceding the notice of termination as provided in Section 6 Term, by (ii) the number of months remaining in the Initial Term or any renewal term after termination of this Agreement.

12. Force Majeure. Neither party shall be responsible for failures or interruptions of communications facilities or equipment of third parties, labor strikes or slowdowns, shortages of resources or materials, natural disasters, world events, acts of war or terrorism, delay or disruption of shipment or delivery, trespass or interference of third parties, whether physical or electronic, or similar events or circumstances outside its reasonable control, whether or not otherwise enumerated.

13. Dispute Resolution. (a) In the event any claim, controversy or dispute of any kind whatsoever (a "Dispute") shall arise between the parties (including their subsidiaries and affiliates) in connection with, relating to or arising out of this Agreement, including (without limitation) the interpretation, performance, non-performance or termination hereof, the parties, at either party's request, shall attempt to settle such Dispute in the first instance through mutual discussion. Such request shall be made by written notice referencing this provision. If such Dispute has not been resolved through mutual discussion within thirty (30) days following such notice, the parties shall endeavor to settle the Dispute by non-binding facilitative mediation under the Local Rules of the U. S. Federal District Court, Western District of Michigan prior to any recourse to litigation or arbitration pursuant to this Section 13. (b) If such Dispute has not been resolved within thirty (30) days after submission to mediation pursuant to Section 13(a) above (the "Mediation Period"), such Dispute shall be settled, in the discretion of CU*Answers, by litigation in the federal or state courts located in Grand Rapids, Michigan or an arbitral tribunal (the Tribunal") under the Commercial Arbitration Rules of the American Arbitration Association (the "Arbitration Rules"). All mediation, litigation and arbitration proceedings pursuant to this Agreement shall take place in Grand Rapids, Michigan. The assertion, prosecution and settlement of Disputes shall be maintained in confidence by the parties, except as required for either party to comply with applicable laws and regulations. (d) Each party acknowledges that violation of Sections 2, 4, 5 or 10 will cause irreparable harm to the other not adequately compensable by monetary damages. In addition to other relief, each party agrees that injunctive relief shall be available to the other in the event of such violations without the necessity of posting bond to prevent any actual or threatened violation of such provisions.

14. Miscellaneous. (a) CU*Answers may refer to Customer in advertising or publicity, provided that, except as necessary to meet legal obligations or provide the Services, it shall first consult and obtain Customer's approval. (b) Except as expressly stated herein, the terms and conditions of this Agreement and any Customer Order may not be amended, waived or modified, except in a writing signed by the party to be charged therewith. (c) No failure or delay of either party to exercise any rights or remedies under this Agreement or any Customer Order shall operate as a waiver thereof, nor shall any single or partial exercise of any rights or remedies preclude any further or other exercise of the same or any other rights or remedies, nor shall any waiver of any rights or remedies with respect to any circumstances be construed as a waiver thereof with respect to any other circumstances. (d) If any

provisions of this Agreement or any Customer Order is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement and such Customer Order, and the application of such provisions in any other circumstances, and in any other jurisdiction, shall not be affected thereby. (e) The terms and conditions of this Agreement, as applied to and incorporated in each separate Customer Order, shall be construed to be a separate contract for each separate Customer Order. (f) Invoices, purchase orders, acknowledgments, confirmations and other communications submitted by Customer shall not be considered part of any Customer Order or this Agreement unless signed and approved by an authorized representative of CU*Answers clearly indicating the Customer Order in which it is incorporated. In the event of any conflict between this Agreement and a Customer Order, the terms of this Agreement shall control unless the conflict is expressly noted in the applicable Customer Order and the Customer Order provides to the contrary. (g) All notices and other communications under this Agreement or the Customer Order shall be in writing and shall be deemed to have been given one (1) day after being sent by reputable overnight courier to the party at the address from which it sends or receives invoices or at such other address as such party may indicate in writing, except that invoices shall be sent to Customer in accordance with standard procedures. (h) This Agreement and each Customer Order shall be governed by and construed and enforced in accordance with the laws of the State of Michigan, excluding its principles of conflicts of law. (i) This Agreement and each Customer Order may be executed in one or more counterparts. (j) This Agreement and any rights or obligations hereunder may not be assigned, delegated or subcontracted by either party without the prior written consent of the other party, and any attempted assignment or delegation without such consent will be void; provided, however that either party may assign this Agreement in whole without the consent of the other to any person or entity which acquires all or substantially all of its assets or stock, whether by sale, merger or otherwise.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties hereto have made and entered in this Agreement as of the execution date signed below by CU*Answers.

Agreed

CU*ANSWERS:

Randy Karnes, CEO

, CEO

Dated
a:

Dated



A Remarketer of services provided by iPay Technologies

Customer Order for: a

This Customer Order is between CU*Answers, Inc., a Michigan Corporation ("CU*Answers"), and a ("Customer"). This Customer Order sets forth the terms and conditions of the identified Services provided to Customer by CU*Answers. This Customer Order is issued pursuant to the Master Agreement between CU*Answers and Customer. The terms and conditions of the Master Agreement are incorporated into this Customer Order and are binding on the parties hereto. To the extent there is any conflict between the terms of the Master Agreement and this Customer Order, the Master Agreement shall prevail unless the conflict is specifically addressed in the Customer Order, in which case the Customer Order shall prevail.

Services.

- Compliance Package
- BillPay-e Plus (or equivalent)

Fees.

- See Attached Fee Schedule

Customer's Responsibility.

- Customer is responsible for all federal, state, county or local taxes on any portion of this Agreement.
- CU*Answers provides no Internet access. Internet access for both the CUSTOMER and its Subscribers must be provided through a third party of their own choice.

Compliance Package.

- CU*Answers (iPay) provides Customer with information needed to meet their compliance responsibilities. Specifically, this includes providing draft disclosure language for the CU*ANSWERS Customer to deliver to Consumers, information covering all aspects of due diligence in overseeing service provider relationships and reports for the CU*ANSWERS Customers to comply with requirements of regulatory statutes.
 - A Compliance Package is made available to Customers (reference Pricing schedule below) that includes documents such as Audited Financial Statements, Business Continuity Plans, System Availability and Information Security.
 - iPay engages an independent auditor to perform an annual SAS70 examination.
- While iPay will provide this information to CU*ANSWERS and CU*ANSWERS's Customers, CU*ANSWERS and CU*ANSWERS Customers are ultimately responsible for their compliance activities. CU*ANSWERS and CU*ANSWERS Customers may use materials provided by iPay to assist in their own determinations regarding legal and regulatory compliance and should use and rely on their own professional advisors to make such determinations.

Bill Payment Operating Disclosure

This Bill Payment Operating Disclosure (this "Disclosure") states the operating terms and conditions for the CU*Answers/iPay Bill Payment service ("Bill Payment Service"). These Disclosure terms set forth practices and procedures attendant to CU*Answers/iPay's provision of the Services. Certain operating practices and procedures and security measures may be revised from time-to-time by CU*Answers and/or iPay upon written or electronic notice to Customer. When the Bill Payment service is in use by your Subscribers, you agree to be bound by the terms and conditions of this Disclosure.

Definitions. As used in this Disclosure, the terms listed below have the following meanings: As used in this Disclosure, "you" or "your" refers to each Customer who purchased the Bill Payment Service from CU*Answers/iPay. "we", "us", or "our" refers to CU*Answers and/or iPay and any agent, independent contractor, designee, or assignee CU*Answers or iPay may, at its sole discretion, involve in the provision of Bill Payment Service. "**Subscriber**" refers to the Customer's customer signed up to use the Bill Payment Service. Business Day: A "Business Day" means Monday through Friday, excluding Federal Reserve holidays. **Cancelled:** A bill payment is "**Cancelled**" when the payment will not be paid. Cutoff Time: "Cutoff Time" means the time chosen by you on any Business Day and is the time by which your Subscribers must transmit Payment Instructions to have them considered entered on that particular Business Day. **Estimated Arrival Date:** "Estimated Arrival Date" means the date we expect the payment to be received by the payee. **Payee:** A "Payee" is the person or entity to whom your Subscriber designates a bill payment to be delivered. **Payment Instruction:** The "Payment Instruction" is the information provided by your Subscriber to us for a bill payment to be delivered to the Payee (such as, but not limited to, Payee name, Payee account number, and Payment Date). **Payment Method:** The "Payment Method" is the way your Subscriber's payment is transmitted to the Payee (i.e. electronically or via check). **Pay From Account:** The "Pay From Account" is the account your Subscribers will select, from the eligible checking accounts, from which the funds for a bill payment will be deducted. **Pending:** A bill payment is "Pending" starting from the time your Subscriber enters Payment Instructions until the payment is "Processed." **Processed:** An electronic bill payment is "Processed" starting at the Cutoff Time of requested payment date. **Resubmitted:** A bill payment is "Resubmitted" when the payment encountered delivery errors and was resubmitted on your Subscriber's behalf. Please note that it may be delivered later than the original Estimated Arrival Date.

Activating the Bill Payment Service. To activate the Bill Payment Service, you must have completed implementation with CU*Answers and have returned the signed Master Agreement and Customer Order.

Enrollment. New Enrollments into the Bill Payment Service should be reviewed by you each business day and you should follow the "know your customer" rules and principles. Extensive care must be given to all aspects of the enrollment and an enrollment should be rejected or deactivated if you have reason to believe the enrollment may be fraudulent and/or if you have determined the account ineligible for the bill pay program. In addition, add on accounts must be reviewed and approved by you while carefully observing "know your customer" rules and principles. Failure to follow this may subject you and your customers to potential fraudulent activity using the Bill Payment Service.

Login ID and PIN Parameters. PIN and Login ID parameters are specifically set at your request. In making the decision on the PIN parameters, we suggest the highest degree of security be considered before a final decision is made.

Fraud, Lost Account Information, etc. With regard to Subscribers enrolled in the bill payment service, if you a) become aware of suspected or confirmed fraud events, b) determine that an account holder's information has been compromised or c) process a change in the ownership of an account, you must notify us as soon as practical to limit potential losses to the subscriber. CU*Answers will conduct periodic reviews of certain high risk activity and will notify you of the existence of Red Flags as it relates to Fraud or Identity Theft. Compliance with Regulation E is specifically your responsibility. We will provide as much assistance as is reasonably practicable to provide available information concerning said transaction to assist with the investigation.

Payment Caps. Functionality exists to allow for payment caps by individual Subscribers. In making payment cap decisions, we suggest the highest degree of consideration before a final decision is made. Equally, "over the limit" reports are available on the MASTER site for review of all payments over an amount specified by you. It is specifically your responsibility to monitor this report, and other reports we make available to you through the MASTER site, in administering your institution's bill payment program.

Payment Delivery. While it is anticipated that most transactions will be delivered by the Estimated Delivery Date, it is understood that due to circumstances beyond our control, particularly delays in handling and posting payments by slow responding Payees or financial institutions, some transactions may take a day or even a few days longer to be credited by your Subscriber's Payee to the Payee account. The Estimated Delivery Date we provide must be the bill's actual due date or earlier, not the late date and/or a date in the grace period. Payment scheduled after the Cutoff Time or on non-Business Days will be considered entered in the Bill Payment Service on the next Business Day. You may cancel payments by entering the MASTER site prior to the established deadlines within the service. There is no charge for canceling a payment.

Payment Resolution/Error Notification. You are responsible for assisting CU*Answers and/or iPay with returns and exception handling; more specifically in the recovery of funds in the event of erroneous credit entries. CU*Answers/iPay reserves the right to correct transactions that were incorrectly executed, regardless of the nature and cause of the error.

We will use commercially reasonable efforts to deliver all payments in accordance with the Subscriber's Payment Instructions. However, we shall incur no liability because of the existence of any one or more of the following circumstances: 1. if, through no fault of ours, any designated Pay from Account does not contain sufficient funds to complete the transaction and is cancelled by you. 2. The Bill Payment Service or Online Banking is not working properly and you know or have been advised by us through the communication method of our choosing about the problem before the Subscriber executes the transaction; 3. The Payee mishandles or delays processing a payment sent by us; 4. Your Subscriber has not provided us with the correct name, address, phone number, or account information for the Payee, or your Subscriber has not provided us with accurate personal information, or your Subscriber has

otherwise provide incomplete Payment Instructions.5. Circumstances beyond our control, including but not limited to Force Majeure as set forth in the Master Agreement, prevent the proper execution of the transaction.

Payment Files. You are responsible for the timely receipt and posting of the payment file. Cancellations resulting from this file posting must be complete before the cancellation cut off time specified for your Institution. Any return by you of the debit sent to collect the cumulative amount for all daily payments is strictly prohibited and shall constitute breach of contract by you.

Equipment. You are responsible for obtaining, installing, maintaining and operating all computer hardware, software, and Internet access services necessary to use or access the MASTER Site. Subscriber is equally responsible to do the same to use or access the Bill Payment Service. We will not be responsible for any errors or failures from the malfunction or failure of your or Subscriber's hardware, software or any Internet access services.

Availability. The Bill Payment Service is available 24 hours a day, 7 days a week, except during maintenance periods or circumstances beyond our control.

Limitation of Access. In order to investigate potentially illegal or fraudulent activity, we may terminate, suspend or limit your access privileges for Subscribers to the Bill Payment Service, in whole or in part, at our sole discretion, at any time without prior notice. Termination or suspension shall not affect your liability obligations under this Disclosure.

Agreed

CU*ANSWERS:

Randy Karnes, CEO

Dated

OFAC Reporting. While CU*Answers does have controls in place to prevent the addition of restricted individuals and entities to our Payee list, OFAC compliance is your financial institution's responsibility. Reporting will be available from the MASTER site to assist with this compliance.

Multi-factor Authentication. We have partnered with VeriSign to offer solutions to ensure your ability to meet this regulatory guidance. It is important to note, this guidance begins with a risk assessment performed by you to evaluate the risks associated with all Internet-based products and services offered by the financial institution, including the bill payment product specifically.

Disclosures. We will provide sample bill payment disclosures to you during the implementation; however you are responsible to modify these documents to your standards and provide the documents to your Subscribers prior to approval into the Bill Payment Program. The disclosure must specifically address, but not be limited to, the Subscriber's responsibility for maintaining the security, and determining the strength of the Subscriber's passwords.

Miscellaneous Terms. We may amend or change this disclosure by sending you written notice by electronic mail, regular mail sent to your address as it appears on your account records or by posting to the administrative site (MASTER). Any use of the Bill Payment Service after we send you a notice of change will constitute your agreement to such change.

a:

, CEO

Dated



A Remarketer of services provided by iPay Technologies

Customer Order for: a

This Customer Order is between CU*Answers, Inc., a Michigan Corporation (“CU*Answers”) and a (“Customer”). This Customer Order, including the attached eBill Service Operating Disclosure, (“Customer Order”) sets forth the terms and conditions of the identified Services provided to Customer by CU*Answers. This Customer Order is issued pursuant to the Master Agreement between CU*Answers and Customer. The terms and conditions of the Master Agreement are incorporated into this Customer Order and are binding on the parties hereto. To the extent there is any conflict between the terms of the Master Agreement and this Customer Order, the Master Agreement shall prevail unless the conflict is specifically addressed in the Customer Order, in which case the Customer Order shall prevail.

Be advised that this Customer Order requires that your eBill service agreements with your customers include certain provisions as described in the eBill Service Operating Disclosure.

Services.

- eBill Service

Fees.

- eBill Service is included with iPay’s Plus (or equivalent) and Biz 2.0 products.

Payment.

- N/A

Customer’s Responsibility.

- Customer is responsible for all federal, state, county or local taxes on any portion of this Customer Order.
- CU*Answers provides no Internet access. Internet access for both the Customer and its Subscribers must be provided through a third party of their own choice.

eBill Service Operating Disclosure

This eBill Service Operating Disclosure (this "Disclosure") states the operating terms and conditions for the CU*Answers/iPay eBill Service ("eBill Service"). These Disclosure terms set forth practices and procedures attendant to CU*Answers/iPay's provision of the eBill Service. Certain operating practices and procedures and security measures may be revised from time-to-time by CU*Answers and/or iPay upon written or electronic notice to Customer. When the eBill Service is in use by your Subscribers, you agree to be bound by the terms and conditions of this Disclosure.

Definitions. As used in this Disclosure, the terms listed below have the following meanings: "**You**" or "**your**" refers to each Customer who purchased the eBill Service from CU*Answers/iPay, either directly or indirectly through your organization. "**We**", "**us**", or "**our**" refers to CU*Answers and/or iPay and any agent, independent contractor, designee, or assignee CU*Answers and/or iPay may, at its sole discretion, involve in the provision of eBill Service. "**Subscriber**" refers to these agreements must hold each of those entities responsible for all of your obligations under this Disclosure. "**Biller**": refers to a person or entity from whom your Subscriber desires to receive an electronic bill under the eBill Service. "**Subscriber's Data**" refers to all data generated by and/or relating to Subscribers, including without limitation: (i) the Subscriber's name, e-mail address, postal or street address; (ii) the information used by a Subscriber to access its accounts with a Biller, such as but not limited to user identification and a password ("Access Info"); and (iii) the financial data, user preferences, or other personal information specific to an Subscriber's account with third parties such as Billers.

No Dependence. The eBill Service is intended to enhance the Subscribers' experience in using the Bill Pay Service. It is not intended to replace bills or statements that Subscribers are receiving from Billers via other means, and Subscribers should not depend on the accuracy or timely delivery of eBills provided under the eBill Service.

Activating the eBill Service. To activate the eBill Service, you must complete implementation with CU*Answers and return this signed Disclosure.

Subscriber Eligibility. When you have completed implementation of the eBill Service, all of your Subscribers will become eligible to use the Service. You should remove this eligibility for any Subscribers for whom you feel the service is not appropriate. Furthermore, you are responsible for ensuring that the identity of Subscribers using the eBill Service has been authenticated, that you have provided CU*Answers with true, complete, current and accurate information about these Subscribers, and that each Subscriber is at least eighteen years old. You are solely responsible and liable for any inaccurate, not current or incomplete information you provide to CU*Answers.

Login Credentials. Whenever one of your Subscribers activates the eBill Service for a particular Biller, they will be required to agree to certain terms and conditions as defined by CU*Answers and iPay. In addition, they will be required to provide CU*Answers and iPay with Access Info such as login credentials for that Biller's web site. The eBill Service will use this information to regularly log into the Subscriber's account at the Biller's site and extract information regarding the Subscriber's most recent statement in order for CU*Answers and iPay to present this information to the Subscriber in conjunction with the Bill Payment Service. If a Subscriber does not agree to the terms and conditions, or if the Subscriber does not have Access Info for a Biller's site or if they are unwilling to provide this Access Info to CU*Answers and iPay, then that Subscriber cannot use the eBill Service for that Biller.

Marketing. In marketing the eBill Service, you shall (i) not engage in any deceptive, misleading, illegal or unethical

practices that may be detrimental to CU*Answers and iPay or to the eBill Service, (ii) not make any representations, warranties, or guarantees to Subscribers concerning the eBill Service that are inconsistent with or in addition to those made in this Disclosure or your Master Agreement with CU*Answers, (iii) not incorrectly identify the source or origin of the eBill Service when marketing the eBill Service, (iv) comply with all applicable federal, state, and local laws and regulations in performing its duties with respect to the eBill Service, and (v) promote and represent eBill Service fairly at all times in comparison with competitive products. Any incorporation of material information regarding the eBill Service into your materials must be approved in writing and in advance by CU*Answers and iPay, such approval will not be unreasonably withheld.

Component of Bill Pay Service. The eBill Service is made available only as an integral part of the Bill Pay Service. The technology of the eBill Service cannot be used to offer other solutions such as personal financial management or account aggregation.

Security. This paragraph applies only if your Subscribers access the Bill Pay Service via a single sign on connection from your Systems to CU*Answers and iPay's Systems. You agree that you currently follow industry standards as a means to prevent any compromise of your information systems, computer networks or data files ("Systems") by unauthorized users, viruses or malicious computer programs which could in turn be propagated via computer networks, e-mail, magnetic media or other means to CU*Answers and iPay. You agree to give CU*Answers and iPay prompt notice if the security of your Systems is breached or compromised in any way or you reasonably believe that there is a threat to your Systems. You agree to apply appropriate internal information security practices, including, but not limited to, using appropriate firewall and antivirus software; maintaining said countermeasures, operating systems and other applications with up-to-date virus definitions and security patches; installing and operating security mechanisms in the manner in which they were intended sufficient to ensure CU*Answers and iPay will not be impacted nor operations disrupted. You must provide a level of security that, at a minimum, is equivalent to 128-bit encryption technology prior to the Subscriber's key entry of any banking information, including but not limited to, the Subscriber's financial institution account number, and password or PIN number or other identification information.

Assistance with Enforcement. Either party shall notify the other parties as soon as commercially practicable, but in no event later than 48 hours if (a) you become aware that any Subscriber is materially breaching its terms and conditions with respect to the eBill Service; (b) either party becomes aware of a security threat; (c) if either party becomes aware of any third party that may be violating the other party's intellectual property rights, including through unauthorized use; (d) either party becomes aware that a Subscriber is engaging in any activity related to the use of the eBill Service that may be illegal or fraudulent; (e) there is a request for information by law enforcement or a regulatory agency related to the use of the eBill Service which is issued pursuant to an examination, administrative proceeding, subpoena, warrant, or court order

subject to either party's confidentiality obligations with its other clients

Error Resolution. Should an error occur with the eBill Service, you will provide CU*Answers with access to Subscriber's information to duplicate and resolve errors. If so directed by CU*Answers or iPay, you shall take all steps reasonably necessary to carry out procedures for resolving errors or malfunctions within a reasonable time after such procedures have been received from CU*Answers or iPay. CU*Answers and iPay shall not be responsible for errors by Customer, Subscribers or Billers.

Restrictions on Access to and Use of the eBill Service. Except as expressly permitted under this Disclosure, you shall not, and shall not direct or act in conjunction with any third party to (a) rent, transfer or grant any rights in the eBill Service in any form to any person, (b) reproduce the software functionality or content included in the eBill Service or on which the eBill Service is based, (c) decompile, reverse engineer, disassemble, or otherwise attempt to derive computer source code from the software functionality of the eBill Service, except as may be expressly permitted by applicable local law, or (d) modify the eBill Service.

Compliance with Law. You agree that your services and products are in compliance with all applicable laws, and the access and use of the eBill Service and Subscriber's Data shall be in compliance with all applicable laws, and will not infringe the copyright, trade secret, privacy, publicity, or other rights of any third party. You will ensure that any use and access of the eBill Service by you or your Subscribers will be in accordance with terms and conditions set forth in this Disclosure and your Master Agreement with CU*Answers.

Access Policies. CU*Answers and iPay reserve the right to deny or refuse to provide the eBill Service (either in general or with respect to a particular Biller), or to suspend or terminate a Subscriber's access to the CU*Answers/iPay Service (each or

any a "Denial") to prevent the liability of CU*Answers or iPay in the following circumstances: (i) Denial is requested by law enforcement or by a regulatory agency; (ii) there has been a security breach or unauthorized access related to that Subscriber; (iii) CU*Answers or iPay deems Denial necessary for risk management purposes or to prevent any liability for CU*Answers or iPay; (iv) the Subscriber is believed to have engaged in fraudulent acts, violations of law, or violations of the agreement under which it has been provided access to the eBill Service; (v) CU*Answers or iPay believes that to provide continuing access to the eBill Service is otherwise legally risky or commercially unreasonable under the circumstances; or (vi) CU*Answers or iPay believes that to provide such service would be in violation of applicable law or illegal. Denials under this paragraph will continue as long as necessary, and will not create any liability from CU*Answers or iPay to Customer. CU*Answers or iPay shall provide you with prompt notice of any such Denial. The parties shall provide each other full co-operation and assistance, with respect to any investigation of a security breach or alleged breach in the eBill Service.

Equipment. You are responsible for obtaining, installing, maintaining and operating all computer hardware, software, and Internet access services necessary to use or access the MASTER Site. Subscriber is equally responsible to do the same to use or access the eBill Service. We will not be responsible for any errors or failures from the malfunction or failure of your or Subscriber's hardware, software or any Internet access services.

Availability. The eBill Service is intended to be available 24 hours a day, 7 days a week, except during maintenance periods or circumstances beyond our control.

Miscellaneous Terms. We may amend or change this disclosure by sending you written notice by electronic mail, regular mail sent to your address as it appears on your account records or by posting to the administrative site (MASTER). Any use of the eBill Service after we send you a notice of change will constitute your agreement to such change.

This document and the information contained therein are CONFIDENTIAL and provided to for internal use only. This document and information may not be copied, distributed, or viewed by any third party without the written permission of CU*Answers and iPay Technologies, LLC.

Agreed

CU*ANSWERS:

Randy Karnes, CEO

Dated

a :

, CEO

Dated

CU*ANSWERS

Electronic Bill Payment

This Price Sheet supersedes any and all previous or existing Price Sheets and is executed pursuant to the Agreement between CU*ANSWERS and a the terms of which are expressly incorporated and made a part hereof.

CU*Answers Charges

EasyPay Online Bill Payment and Presentment:	
Per Active Subscriber fee	No charge
Per Inactive Subscriber fee	No charge
Per Transaction fee	\$0.675**

**Pricing effective October 1, 2012.

Client Implementation Fees:	
(Per FI) Plus set up fee (new to bill pay)	\$2,000.00

iPay Charges

These will appear on your CU*Answers monthly invoice as pass-through fees.

Miscellaneous Fees		
Annual Compliance Package	\$495.00	per year
Stop and Re-Issue Fee	\$15.00	each
Overnight Delivery Fee	\$15.00	each
ACH Debit NSF Fee	\$20.00	each
NSF Fee Changes	\$300.00	each
Change Background	\$1,200.00	one-time
Change Logo or Name	\$750.00	each
Change or Redirect URL	\$300.00	each
Change Phone Number	\$300.00	each
Add Billing Class	\$750.00	each
Delete Billing Class	\$900.00	each
Re-mapping of Billing Class	\$600.00	each
Ad-hoc Queries	\$250.00	per hour
Custom Paper Letter	\$800.00	each
Custom Email	\$300.00	each
Changes of Acct Number for Laser Draft Payments	\$500.00	1-300 subscribers
“Over 300 Subscribers”	\$50.00	each addt'l 100 Subscribers
Welcome Letter/Welcome Email Changes/Broadcast Messages	\$300.00	each
Check Image Retrieval Fee	\$10.00	

Other Fees		
Electronic Conversion of Payees		
< 200 users	\$3,000.00	
Per additional 100 users	\$500.00	each addtl 100 Subscribers

Check Imaging Pricing (Optional)			
# of Months	< 100 Users	101-500 Users	501+ Users
3	\$50.00	\$100.00	\$150.00
6	\$100.00	\$200.00	\$300.00
12	\$150.00	\$300.00	\$450.00
18	\$200.00	\$400.00	\$600.00

Deconversion file pricing:

For an institution with 500 subscribers or less:

- \$5,000 flat fee for iPay Technologies, LLC standard de-conversion file format, includes 2 files.
- \$2,500.00 flat fee for each additional file in iPay's standard de-conversion format (additional format to be quoted).
- \$2,500.00 rush fee applied if files are needed within a 30 day period.
- \$.25 per subscriber, merchant, future dated payment record and account record for each active and/or inactive subscriber requested.

For an institution with 501 subscribers or more:

- \$10,000 flat fee for iPay Technologies, LLC standard de-conversion file format, includes 2 files.
- \$5,000.00 flat fee for each additional file in iPay's standard de-conversion format (additional format to be quoted).
- \$5,000.00 rush fee applied if files are needed within a 30 day period.
- \$.25 per subscriber, merchant, future dated payment record and account record for each active and/or inactive subscriber requested

iPay Technologies



iPay's Fraud Detection & Prevention Practices



iPay employs a team of bill payment professionals who focus their time exclusively on detecting and preventing fraudulent activity within our client base. Their activities generally fall into three categories:

Client Education

The fraud team hosts webinars where our clients are invited to learn about the fraud trends we are seeing and how they can play their role to prevent recurrences. We also share with our clients what we are doing to protect them. Clients are asked to report suspicious activity on a customer's account that may be occurring outside of bill payment so that we can flag the account and be on high-alert as well. Cases where identity theft has been reported or where a friendly-fraud situation has occurred are a couple of examples when clients should notify us to flag the account.

Fraud Monitoring

Through the experience we have built up over the years, we've developed reporting to detect patterns in activities that have been previously associated with fraud attempts. These look at things like enrollment time frames, first payee added after a new enrollment, transaction amount, type of transaction, etc. in order to identify likely cases where fraud may be taking place. In the event that we detect such a trend for one of your customers, we will call you to have you investigate further.

We also blacklist IP addresses that have been previously associated with fraud, and monitor attempts from those IP's. Because we are continuously tracking these fraud patterns, the intelligence used for this reporting is always improving. The reports themselves, however, are only part of the equation and only useful if there are then experienced human eyes combing the data and either confirming suspicious activity or determining the report to be a false positive. Of specific note is the fact that fraudulent transactions are not always (and actually often not) large dollar amounts on the first attempt, and thus the reason we employ more sophisticated pattern recognition to help us catch it before it occurs at all or before a large transaction is attempted.



Red Flag Monitoring & Employee Training

Our employees are trained regularly to insure that they are equipped with the latest information to help them detect suspicious activity when taking a call in the call center or otherwise reviewing an account. Below are some of the situations where we ask our employees to escalate the account to our fraud team for further investigation:

- ✦ Subscriber contacts us via a relay service (TDY Line) for the hearing impaired
- ✦ Subscriber seems anxious about sending large amounts of money to an individual
- ✦ Subscriber's phone/chat sessions are inconsistent with the information on file
- ✦ Subscriber's address does not correlate with bank location
- ✦ Subscriber's phone number does not correlate with subscriber address
- ✦ Subscriber contact information is edited shortly after enrollment or prior to adding a new payee
- ✦ Subscriber's email address contradicts other subscriber information (such as name, age, etc.)
- ✦ Subscriber's email address matches payee email and/or payee name
- ✦ The first payee added is an individual and/or all payees are individuals
- ✦ Multiple payments are being directed to 'individual' payees
- ✦ One or more payments to an individual in excess of normal payment activity for the subscriber

Our ability to detect trends across over 3600 financial institutions nationwide gives us a better view of developing patterns as the next wave of financial fraud begins to take root. Through this view and our vast bill payment experience, we're able to help prevent losses for our clients. We believe that service is the great differentiator. Here's yet another way that iPay lives that philosophy each and every day.

iPay OFAC – Q&A

Who runs the comparison list? IPay runs the comparison list.

What is the process?

1. A file is retrieved from a government web site <http://www.treas.gov/offices/enforcement/ofac/sdn/> and <http://www.treas.gov/offices/enforcement/ofac/programs/terror/ns/index.shtml> which contains lists (Specially Designated Nationals (SDN) List and Palestinian Legislative Council (PLC) list) of the companies and individuals that cannot be paid.
2. A string comparison is done between the names of the entities in this file and the merchants in our database.
3. If 90% of the characters in the entity name match 90% of the characters of the merchant then there is a match.
4. In addition, a comparison is done on the addresses of these entities against the merchant addresses in our database.
5. Any matches are stored in a table, the contents of which is made available to the MASTER site.

How often is the comparison run? We download an updated OFAC listing from the government site daily. A scan is run nightly against our system.

What are we comparing the list against? The list is run against the payees of the financial institution and returns potential matches.

Will the financial institution know what subscriber is paying this payee? Yes. If they double click on the payee listed on the report, the subscriber's name will be provided.

Who has responsibility to review/monitor payees found on the OFAC list? The financial Institution has ownership of reviewing this list.

If a payee is reported on the list what should the financial institution do? The Financial Institution must follow their SOP (Standard Operating Procedures) for handling bill pay customers and/or members who are making payments to payees that are potential matches on the OFAC report. IPay is not responsible for acting on these payees.

Will iPay block any 'known' OFAC payees from being added through the merchant add? No. iPay's responsibility is to identify these payees and provide the information to the financial institution.

MASTER AGREEMENT TERMS AND CONDITIONS FOR CUSTOMER

This Master Agreement (this "Agreement") is made between CU*Answers, Inc. ("CU*Answers") and ("Customer"), the single business entity or organization identified as "Customer". This Agreement is made part of the Services Agreement entered into between CU*Answers and Customer, and the terms of the Services Agreement shall apply to this Agreement, and in the event any terms are inconsistent, the terms of this Agreement shall control only as to the services provided under this Agreement.

In addition to the initial Customer Order, the parties may enter into one or more additional "Customer Orders," each of which provides a general description of the Software and Services to be provided to Customer. Each Customer Order will be effective when signed by both Customer and CU*Answers. All terms and conditions set forth in this Agreement are automatically incorporated in, and deemed part of, each such Customer Order. Unless otherwise shown in the Customer Order, each Customer Order is intended to be a separate contract providing for separate Software and Services as identified therein.

1. Services. (a) CU*Answers agrees to provide to Customer the Services identified in each Customer Order. (b) The Services will meet reasonable industry standards. (c) Other Services may be added as shown in additional future Customer Orders. (d) CU*Answers may add or change Services in the normal course of its business, provided material changes will be documented in a revised Customer Order. Unless caused by requirements of a third-party service Provider and/or regulatory requirements, no change in Services will result in loss of basic features or functions.

2. Software. (a) CU*Answers grants Customer, and Customer accepts, a non-exclusive, non-transferable, limited license to install, store, operate and use the object code version of the current release of the software programs identified in each Customer Order (the "Software") for the limited purpose of providing services to its customers pursuant to the Customer Order. Said license shall terminate upon the earlier of the termination of this Agreement or the termination of all Customer Orders pursuant to this Agreement. As necessary for Customer to receive the Services, additional Software may also be licensed for Customer's use while installed, stored or operated and held by CU*Answers. (b) Customer's license is for fully completed and ready-to-install versions of the Software. Improvements, enhancements, modifications, revisions and updates ("Additions") may be provided as a Service, in the sole discretion of CU*Answers, and are included in the Software only when fully completed, released and ready-to-install. (c) Software may not be removed from Customer's designated site, subject to necessary back-up or recovery. (d) Customer may create a sufficient number of copies of the Software and related user documentation for non-production backup and archival purposes only. (e) All copies of the Software and such documentation shall be accounted for (by number, location and use) upon CU*Answers request and returned to CU*Answers upon expiration or termination of this Agreement as provided herein or upon termination or the license as set forth herein.

3. Web Link and Advertising. (a) As necessary or appropriate for each party to operate and conduct the Service, describe, promote or link their respective websites and web services, and promote the Service through mutually agreed other advertising, each party grants the other party a worldwide, non-exclusive, nontransferable right to use and display its Brand Marks during the term of this Agreement. Presentation of the Brand Marks shall be in accordance with conventions specified by the party owning such Brand Marks. Use of the Brand Marks shall be confined to the purposes of this Agreement and shall not be altered for any reason. For purposes of this Agreement, "Brand Marks" mean the parties' respective trademarks, service marks, trade names, logos, slogans and advertising (including text, graphic or audiovisual features of icons, banners, frames, etc. to the extent distinctive to either party) and, if provided by either party, depiction of characters or celebrities. (b) CU*Answers reserves the right to suspend or deactivate Services as necessary to terminate or investigate illegal or improper activities, provided Customer will be notified at least seventy-two (72) hours prior to any such deactivation and the Services will be suspended or deactivated only to the degree necessary for such purpose.

4. General Limitations. (a) The Software and Services may be used by Customer only for the purpose of this Agreement and Customer Orders pursuant to this Agreement. (b) Customer may allow majority-owned subsidiaries listed in a Customer Order engaged in the same business enterprise as Customer to participate in using the Software, provided that the terms and conditions of this Agreement are at all times met, except that CU*Answers shall not be obligated to perform on-site installations for such subsidiaries unless so stated in the applicable Customer Order. (c) Customer is responsible for the conduct of its business, including use of the Services in accordance with applicable laws and regulations. CU*Answers in the normal course of its business may provide assistance to Customer, but Customer retains final responsibility for such compliance.

5. Restrictions. (a) Except as expressly permitted above, Customer agrees not to sublicense, license, rent, sell, loan, give or otherwise distribute all or any part of the Software or subcontract or resell the Services to any third party (other than banking customers as part of its banking services), without CU*Answers' consent. (b) Customer agrees not to reverse engineer, disassemble, decompile, modify, or alter the Software or any copy thereof, in whole or in part. (c) If Customer is merged, consolidated or sold, or if Customer sells or transfers all or substantially all of its assets relating to the use of the Software, Customer shall have the right to transfer or assign its license to the Software hereunder and its rights and obligations under this Agreement to the surviving or buying entity, provided that such the successor assumes the terms and conditions of this Agreement in a manner acceptable to CU*Answers and the scope of use of the Software is not substantially altered.

6. Term. The initial term of this Agreement and the initial Customer Order shall last three (3) years from the billing start date. Thereafter, unless Customer notifies CU*Answers in writing at least three (3) months in advance of the scheduled renewal date that Customer elects not to renew this Agreement, this Agreement and the initial Customer Order shall automatically renew for successive one (1) year periods, provided that either party may terminate this Agreement by giving at least three (3) months' advance notice of termination in the event it is determined that CU*Answers cannot meet Customer's requirements as identified in this Agreement. Additional Customer Orders shall run co-terminously with the initial Customer Order unless otherwise stated therein.

7. Fees (a) Customer shall pay the fees indicated on each Customer Order for the corresponding Software or Services. Fees for each identified item of Software will be fully earned and non-refundable when and as that Software is delivered or put in use. Fees for Services will be fully earned and non-refundable when and as the Services are performed. Services required but not described in a Customer Order will be charged to Customer at CU*Answers' standard rates. (b) Unless otherwise stated in the applicable Customer Order, all amounts due shall be paid in U.S. Dollars promptly on receipt of invoice. (c) The Customer Order may require payment of expenses incurred by CU*Answers. (d) Any payment not received within thirty (30) days of the date due shall bear interest from the date due at the rate of one (1%) per month (prorated for partial periods) or the maximum rate permitted by applicable law, whichever is less. (e) In the event that payment due to CU*Answers is collected at law or through an attorney-at-law, or under advice therefrom, or through a collection agency, Customer agrees to pay all costs of collection, including, without limitation, all court costs and actual attorney's fees. (f) Customer shall be responsible for sales or use taxes, transfer taxes, property taxes, or similar obligations imposed by any government authority with respect to the Software or Services (except CU*Answers retains responsibility for federal and state taxes on its net income). The fees based upon the number of Subscribers enrolled per month will be payable in arrears. A Subscriber shall be enrolled by tax identification number. Any Subscriber enrolled for any portion of a month shall be billed for the full month. The Bill Payment User Fee, any applicable Transaction fee, or any combination of the two, may be amended from time to time, in response to, and to correlate with any adjustments by the United States Postal Service for a one (1) ounce letter. The monthly subscriber fee payable with respect to the Consumer Bill Pay shall be payable with respect to each Subscriber who is enrolled in any month for that service. With respect to any mutually agreed fee for which terms are not specified, payment shall be due and payable 30 days after date of invoice. (g) If at any time during the term of this contract the Customer experiences a change in its number of accounts of 25% or more, the Customer is obligated to notify CU*Answers immediately. Upon such notification, CU*Answers reserves the right to adjust the price as described in the Customer Order. (h) Except for the Customer's rights provided in paragraph 7(g) hereof, CU*Answers shall have the right to adjust the fees (provided in the Customer Order) no more frequently than once every twelve (12) months based upon changes in operating costs including, but not limited to, postage and labor, Subscriber participation, bill payment volume, website maintenance, development and design, and Internet access and related equipment. (i) CU*Answers shall have the right to electronically debit an account of Customer in payment of any such invoice, and Customer shall execute and deliver to CU*Answers such agreements and authorizations as are reasonably necessary or appropriate to effectuate such electronic debit.

8. Warranty. (a) Software and Additions are warranted to be in substantial conformity with CU*Answers standard documented technical specifications after delivered to Customer or put in use. Additions that are custom-made for Customer are not warranted but will meet the terms for their development accepted in writing by CU*Answers. Services are warranted to be within industry standards. CU*Answers Technical Support may provide response measures, in the sole discretion of CU*Answers, that are in addition to the foregoing warranties. Warranties on third-party software, services, equipment, etc. are limited to such third party's licensing terms and conditions. (b) CU*Answers does not warrant that the Software or Services shall be uninterrupted or error free or that it shall meet Customer's needs. Customer is solely responsible for the accuracy and integrity of its own data, reports, documentation and internal security. (c) CU*Answers will provide upon request a description of security methods and procedures employed by CU*Answers. Customer will employ additional procedures as appropriate to secure the integrity of its data. Customer understands that certain risks are inherent in the transmission of information over the Internet, and CU*Answers shall incur no liability for the breach of its or Customer's security measures unless caused by willful misconduct of CU*Answers. (d) The exclusive remedy of Customer, and CU*Answers' sole obligation, in the event of any warranty claim or any other contract deficiency shall be for CU*Answers to repair or replace the defect or, if such repair or replacement is not provided or does not correct the defective item, to refund an equitable part of the Customer's payments for the defective item. (e) CU*Answers will hold Customer harmless from any damages or liabilities resulting from third party claims that the Software or Services or their use infringe U.S. patents, copyrights or similar intangible rights, provided that Customer will promptly notify CU*Answers of the matter, cooperate with CU*Answers as requested, and permit CU*Answers to control the investigation, defense and disposition of the same. (f) EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, NO WARRANTY OR ASSURANCE, EXPRESS, IMPLIED, OR STATUTORY, IS GIVEN BY CU*ANSWERS WITH RESPECT TO SOFTWARE, SERVICES, BRAND MARKS, OR ANY OTHER MATTER, INCLUDING, WITHOUT LIMITATION (AND CU*ANSWERS SPECIFICALLY DISCLAIMS) ALL WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability. (a) IN NO EVENT SHALL CU*ANSWERS BE LIABLE TO CUSTOMER, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE) FOR LOST PROFITS OR REVENUES, LOSS OR INTERRUPTION OF USE, LOST OR DAMAGED DATA, REPORTS, DOCUMENTATION OR SECURITY, OR SIMILAR ECONOMIC LOSS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SIMILAR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR FOR ANY CLAIM MADE AGAINST CUSTOMER BY ANY OTHER PARTY, EVEN IF CU*ANSWERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM. (b) CU*ANSWERS DOES NOT GUARANTEE THAT DATA SUBMITTED OR HELD IN STORAGE ON OR THROUGH ITS SYSTEMS ASSOCIATED WITH THE INTERNET WILL BE SECURE FROM UNAUTHORIZED ACCESS OR WILL BE FREE OF ERRORS OR OMISSIONS. (c) IN NO EVENT SHALL CU*ANSWERS' LIABILITY UNDER ANY CLAIM MADE BY CUSTOMER EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO CU*ANSWERS WITHIN ONE (1) YEAR PRIOR TO THE DATE THE CLAIM AROSE (OR, IF LESS THAN ONE (1) YEAR HAS TRANSPIRED SINCE THE DATE OF COMMENCEMENT OF THE SERVICES, THE ANNUALIZED AMOUNT OF BASE MONTHLY FEES PAID THROUGH SUCH DATE) RELATING TO THE AFFECTED SOFTWARE OR SERVICES. (d) NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE FIRST TO OCCUR OF (I) THE TERMINATION OR EXPIRATION OF THIS AGREEMENT OR (II) THE EVENT GIVING RISE TO SUCH CAUSE OF ACTION. (e) CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR, AND CU*ANSWERS SHALL HAVE NO RESPONSIBILITY FOR, EXCEPT WHERE CAUSED BY ITS WILLFULL MISCONDUCT, ELECTRONIC PAYMENT ITEMS DISPUTED BY SUBSCRIBER.

10. Confidentiality; Ownership of Work Product. (a) Each of the parties hereto agrees to protect and maintain as secret all information designated as confidential by the other party ("Confidential Information") by (i) treating the Confidential Information of the other party with at least the same care and protection accorded its own Confidential Information; (ii) using great care in the assignment of personnel who receive Confidential Information of the other party, and instructing such personnel to take all reasonable precautions to prevent unauthorized use or disclosure thereof; and (iii) not using or disclosing such Confidential Information except as necessary to fulfill the terms of this Agreement or as otherwise authorized by the disclosing party. However, neither party shall have an obligation of confidentiality with regard to any information that: (A) is known to such party prior to disclosure; (B) is or becomes publicly available other than as a result of a breach of this Agreement; or (C) is disclosed to such party by a third party not subject to an obligation of confidentiality. (b) For purposes of this Agreement, the parties acknowledge that Customer's information collected from its own Subscribers and accounts is Confidential Information of Customer. CU*Answers and third-party service providers may collect and use such information, as determined by Customer, if first screened or filtered, or as otherwise required to perform the Services. (c) If advertising or content supplied by either party pertaining to its products, services or business embodies any work of authorship protected under U.S. or foreign copyright laws or database interest protected under international laws or conventions, the party supplying such material shall be responsible for securing rights and licenses necessary for the use and exercise of such interests incident to the Services. (d) All systems, programs, operating instructions and other documentation, including all rights in patentable inventions, trade secrets and know how, database interests and copyrights associated therewith, relating to the Software or Services and which are conceived, prepared, developed or delivered by CU*Answers (whether alone or with others, and whether independent of or in connection with the conduct of its performance hereunder), shall be and remain the sole property of CU*Answers and/or its third party licensor.

10A. Information Security. CU*Answers agrees to implement appropriate measures to protect the security of all nonpublic personal information received by it regarding consumers who have entered into a customer relationship with Customer, as required by the Interagency Guidelines Establishing Standards for Safeguarding Customer Information, and to cooperate with all reasonable auditing and monitoring activities of Customer to confirm compliance with this paragraph. In addition, CU*Answers agrees to notify Customer, as soon as possible, of any incident of unauthorized access to confidential information to enable Customer to expeditiously implement its response program as required by the Interagency Guidance on Response Programs for Unauthorized Access to Customer Information and Customer Notice.

11. Termination. (a) Either party, at its option, may terminate this Agreement (and thereupon terminate Customer's license to the Software and Customer's right to receive any remaining Services) if the other party commits a substantial breach of this Agreement and fails to cure the breach within thirty (30) days (or ten (10) days if for non-payment) after notice of such breach is given. (b) Upon termination of this Agreement, regardless of the reason, Customer shall immediately cease use of the Software, remove the Software from Customer's computers, and follow CU*Answers' instructions for the return or destruction of all remaining copies of the Software and related documentation. Customer agrees to certify its compliance with the foregoing requirement upon CU*Answers' request. (c) Customer may terminate this Agreement without cause prior to expiration of the term then in effect, provided it pays, within thirty (30) days after date of substantial termination of Services, as a termination charge (in addition to other charges due hereunder) an amount equal to the present value based on eight percent (8%) per annum of the product obtained by multiplying (i) the average of all fees and charges payable by Financial Institution for the three months immediately preceding the notice of termination as provided in Section 6 Term, by (ii) the number of months remaining in the Initial Term or any renewal term after termination of this Agreement.

12. Force Majeure. Neither party shall be responsible for failures or interruptions of communications facilities or equipment of third parties, labor strikes or slowdowns, shortages of resources or materials, natural disasters, world events, acts of war or terrorism, delay or disruption of shipment or delivery, trespass or interference of third parties, whether physical or electronic, or similar events or circumstances outside its reasonable control, whether or not otherwise enumerated.

13. Dispute Resolution. (a) In the event any claim, controversy or dispute of any kind whatsoever (a "Dispute") shall arise between the parties (including their subsidiaries and affiliates) in connection with, relating to or arising out of this Agreement, including (without limitation) the interpretation, performance, non-performance or termination hereof, the parties, at either party's request, shall attempt to settle such Dispute in the first instance through mutual discussion. Such request shall be made by written notice referencing this provision. If such Dispute has not been resolved through mutual discussion within thirty (30) days following such notice, the parties shall endeavor to settle the Dispute by non-binding facilitative mediation under the Local Rules of the U. S. Federal District Court, Western District of Michigan prior to any recourse to litigation or arbitration pursuant to this Section 13. (b) If such Dispute has not been resolved within thirty (30) days after submission to mediation pursuant to Section 13(a) above (the "Mediation Period"), such Dispute shall be settled, in the discretion of CU*Answers, by litigation in the federal or state courts located in Grand Rapids, Michigan or an arbitral tribunal (the Tribunal") under the Commercial Arbitration Rules of the American Arbitration Association (the "Arbitration Rules"). All mediation, litigation and arbitration proceedings pursuant to this Agreement shall take place in Grand Rapids, Michigan. The assertion, prosecution and settlement of Disputes shall be maintained in confidence by the parties, except as required for either party to comply with applicable laws and regulations. (d) Each party acknowledges that violation of Sections 2, 4, 5 or 10 will cause irreparable harm to the other not adequately compensable by monetary damages. In addition to other relief, each party agrees that injunctive relief shall be available to the other in the event of such violations without the necessity of posting bond to prevent any actual or threatened violation of such provisions.

14. Miscellaneous. (a) CU*Answers may refer to Customer in advertising or publicity, provided that, except as necessary to meet legal obligations or provide the Services, it shall first consult and obtain Customer's approval. (b) Except as expressly stated herein, the terms and conditions of this Agreement and any Customer Order may not be amended, waived or modified, except in a writing signed by the party to be charged therewith. (c) No failure or delay of either party to exercise any rights or remedies under this Agreement or any Customer Order shall operate as a waiver thereof, nor shall any single or partial exercise of any rights or remedies preclude any further or other exercise of the same or any other rights or remedies, nor shall any waiver of any rights or remedies with respect to any circumstances be construed as a waiver thereof with respect to any other circumstances. (d) If any

provisions of this Agreement or any Customer Order is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement and such Customer Order, and the application of such provisions in any other circumstances, and in any other jurisdiction, shall not be affected thereby. (e) The terms and conditions of this Agreement, as applied to and incorporated in each separate Customer Order, shall be construed to be a separate contract for each separate Customer Order. (f) Invoices, purchase orders, acknowledgments, confirmations and other communications submitted by Customer shall not be considered part of any Customer Order or this Agreement unless signed and approved by an authorized representative of CU*Answers clearly indicating the Customer Order in which it is incorporated. In the event of any conflict between this Agreement and a Customer Order, the terms of this Agreement shall control unless the conflict is expressly noted in the applicable Customer Order and the Customer Order provides to the contrary. (g) All notices and other communications under this Agreement or the Customer Order shall be in writing and shall be deemed to have been given one (1) day after being sent by reputable overnight courier to the party at the address from which it sends or receives invoices or at such other address as such party may indicate in writing, except that invoices shall be sent to Customer in accordance with standard procedures. (h) This Agreement and each Customer Order shall be governed by and construed and enforced in accordance with the laws of the State of Michigan, excluding its principles of conflicts of law. (i) This Agreement and each Customer Order may be executed in one or more counterparts. (j) This Agreement and any rights or obligations hereunder may not be assigned, delegated or subcontracted by either party without the prior written consent of the other party, and any attempted assignment or delegation without such consent will be void; provided, however that either party may assign this Agreement in whole without the consent of the other to any person or entity which acquires all or substantially all of its assets or stock, whether by sale, merger or otherwise.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties hereto have made and entered in this Agreement as of the execution date signed below by CU*Answers.

Agreed

CU*ANSWERS:

Randy Karnes, CEO

, CEO

Dated

:

Dated



A Remarketer of services provided by iPay Technologies

Customer Order for:

This Customer Order is between CU*Answers, Inc., a Michigan Corporation ("CU*Answers"), and ("Customer"). This Customer Order sets forth the terms and conditions of the identified Services provided to Customer by CU*Answers. This Customer Order is issued pursuant to the Master Agreement between CU*Answers and Customer. The terms and conditions of the Master Agreement are incorporated into this Customer Order and are binding on the parties hereto. To the extent there is any conflict between the terms of the Master Agreement and this Customer Order, the Master Agreement shall prevail unless the conflict is specifically addressed in the Customer Order, in which case the Customer Order shall prevail.

Services.

- Compliance Package
- BillPay-e Plus (or equivalent)

Fees.

- See Attached Fee Schedule

Customer's Responsibility.

- Customer is responsible for all federal, state, county or local taxes on any portion of this Agreement.
- CU*Answers provides no Internet access. Internet access for both the CUSTOMER and its Subscribers must be provided through a third party of their own choice.

Compliance Package.

- CU*Answers (iPay) provides Customer with information needed to meet their compliance responsibilities. Specifically, this includes providing draft disclosure language for the CU*ANSWERS Customer to deliver to Consumers, information covering all aspects of due diligence in overseeing service provider relationships and reports for the CU*ANSWERS Customers to comply with requirements of regulatory statutes.
 - A Compliance Package is made available to Customers (reference Pricing schedule below) that includes documents such as Audited Financial Statements, Business Continuity Plans, System Availability and Information Security.
 - iPay engages an independent auditor to perform an annual SAS70 examination.
- While iPay will provide this information to CU*ANSWERS and CU*ANSWERS's Customers, CU*ANSWERS and CU*ANSWERS Customers are ultimately responsible for their compliance activities. CU*ANSWERS and CU*ANSWERS Customers may use materials provided by iPay to assist in their own determinations regarding legal and regulatory compliance and should use and rely on their own professional advisors to make such determinations.

Bill Payment Operating Disclosure

This Bill Payment Operating Disclosure (this "Disclosure") states the operating terms and conditions for the CU*Answers/iPay Bill Payment service ("Bill Payment Service"). These Disclosure terms set forth practices and procedures attendant to CU*Answers/iPay's provision of the Services. Certain operating practices and procedures and security measures may be revised from time-to-time by CU*Answers and/or iPay upon written or electronic notice to Customer. When the Bill Payment service is in use by your Subscribers, you agree to be bound by the terms and conditions of this Disclosure.

Definitions. As used in this Disclosure, the terms listed below have the following meanings: As used in this Disclosure, "you" or "your" refers to each Customer who purchased the Bill Payment Service from CU*Answers/iPay. "we", "us", or "our" refers to CU*Answers and/or iPay and any agent, independent contractor, designee, or assignee CU*Answers or iPay may, at its sole discretion, involve in the provision of Bill Payment Service. **"Subscriber"** refers to the Customer's customer signed up to use the Bill Payment Service. **Business Day:** A "Business Day" means Monday through Friday, excluding Federal Reserve holidays. **Cancelled:** A bill payment is "Cancelled" when the payment will not be paid. **Cutoff Time:** "Cutoff Time" means the time chosen by you on any Business Day and is the time by which your Subscribers must transmit Payment Instructions to have them considered entered on that particular Business Day. **Estimated Arrival Date:** "Estimated Arrival Date" means the date we expect the payment to be received by the payee. **Payee:** A "Payee" is the person or entity to whom your Subscriber designates a bill payment to be delivered. **Payment Instruction:** The "Payment Instruction" is the information provided by your Subscriber to us for a bill payment to be delivered to the Payee (such as, but not limited to, Payee name, Payee account number, and Payment Date). **Payment Method:** The "Payment Method" is the way your Subscriber's payment is transmitted to the Payee (i.e. electronically or via check). **Pay From Account:** The "Pay From Account" is the account your Subscribers will select, from the eligible checking accounts, from which the funds for a bill payment will be deducted. **Pending:** A bill payment is "Pending" starting from the time your Subscriber enters Payment Instructions until the payment is "Processed." **Processed:** An electronic bill payment is "Processed" starting at the Cutoff Time of requested payment date. **Resubmitted:** A bill payment is "Resubmitted" when the payment encountered delivery errors and was resubmitted on your Subscriber's behalf. Please note that it may be delivered later than the original Estimated Arrival Date.

Activating the Bill Payment Service. To activate the Bill Payment Service, you must have completed implementation with CU*Answers and have returned the signed Master Agreement and Customer Order.

Enrollment. New Enrollments into the Bill Payment Service should be reviewed by you each business day and you should follow the "know your customer" rules and principles. Extensive care must be given to all aspects of the enrollment and an enrollment should be rejected or deactivated if you have reason to believe the enrollment may be fraudulent and/or if you have determined the account ineligible for the bill pay program. In addition, add on accounts must be reviewed and approved by you while carefully observing "know your customer" rules and principles. Failure to follow this may subject you and your customers to potential fraudulent activity using the Bill Payment Service.

Login ID and PIN Parameters. PIN and Login ID parameters are specifically set at your request. In making the decision on the PIN parameters, we suggest the highest degree of security be considered before a final decision is made.

Fraud, Lost Account Information, etc. With regard to Subscribers enrolled in the bill payment service, if you a) become aware of suspected or confirmed fraud events, b) determine that an account holder's information has been compromised or c) process a change in the ownership of an account, you must notify us as soon as practical to limit potential losses to the subscriber. CU*Answers will conduct periodic reviews of certain high risk activity and will notify you of the existence of Red Flags as it relates to Fraud or Identity Theft. Compliance with Regulation E is specifically your responsibility. We will provide as much assistance as is reasonably practicable to provide available information concerning said transaction to assist with the investigation.

Payment Caps. Functionality exists to allow for payment caps by individual Subscribers. In making payment cap decisions, we suggest the highest degree of consideration before a final decision is made. Equally, "over the limit" reports are available on the MASTER site for review of all payments over an amount specified by you. It is specifically your responsibility to monitor this report, and other reports we make available to you through the MASTER site, in administering your institution's bill payment program.

Payment Delivery. While it is anticipated that most transactions will be delivered by the Estimated Delivery Date, it is understood that due to circumstances beyond our control, particularly delays in handling and posting payments by slow responding Payees or financial institutions, some transactions may take a day or even a few days longer to be credited by your Subscriber's Payee to the Payee account. The Estimated Delivery Date we provide must be the bill's actual due date or earlier, not the late date and/or a date in the grace period. Payment scheduled after the Cutoff Time or on non-Business Days will be considered entered in the Bill Payment Service on the next Business Day. You may cancel payments by entering the MASTER site prior to the established deadlines within the service. There is no charge for canceling a payment.

Payment Resolution/Error Notification. You are responsible for assisting CU*Answers and/or iPay with returns and exception handling; more specifically in the recovery of funds in the event of erroneous credit entries. CU*Answers/iPay reserves the right to correct transactions that were incorrectly executed, regardless of the nature and cause of the error.

We will use commercially reasonable efforts to deliver all payments in accordance with the Subscriber's Payment Instructions. However, we shall incur no liability because of the existence of any one or more of the following circumstances: 1. if, through no fault of ours, any designated Pay from Account does not contain sufficient funds to complete the transaction and is cancelled by you. 2. The Bill Payment Service or Online Banking is not working properly and you know or have been advised by us through the communication method of our choosing about the problem before the Subscriber executes the transaction; 3. The Payee mishandles or delays processing a payment sent by us; 4. Your Subscriber has not provided us with the correct name, address, phone number, or account information for the Payee, or your Subscriber has not provided us with accurate personal information, or your Subscriber has

otherwise provide incomplete Payment Instructions.5. Circumstances beyond our control, including but not limited to Force Majeure as set forth in the Master Agreement, prevent the proper execution of the transaction.

Payment Files. You are responsible for the timely receipt and posting of the payment file. Cancellations resulting from this file posting must be complete before the cancellation cut off time specified for your Institution. Any return by you of the debit sent to collect the cumulative amount for all daily payments is strictly prohibited and shall constitute breach of contract by you.

Equipment. You are responsible for obtaining, installing, maintaining and operating all computer hardware, software, and Internet access services necessary to use or access the MASTER Site. Subscriber is equally responsible to do the same to use or access the Bill Payment Service. We will not be responsible for any errors or failures from the malfunction or failure of your or Subscriber's hardware, software or any Internet access services.

Availability. The Bill Payment Service is available 24 hours a day, 7 days a week, except during maintenance periods or circumstances beyond our control.

Limitation of Access. In order to investigate potentially illegal or fraudulent activity, we may terminate, suspend or limit your access privileges for Subscribers to the Bill Payment Service, in whole or in part, at our sole discretion, at any time without prior notice. Termination or suspension shall not affect your liability obligations under this Disclosure.

Agreed

CU*ANSWERS:

Randy Karnes, CEO

Dated

OFAC Reporting. While CU*Answers does have controls in place to prevent the addition of restricted individuals and entities to our Payee list, OFAC compliance is your financial institution's responsibility. Reporting will be available from the MASTER site to assist with this compliance.

Multi-factor Authentication. We have partnered with VeriSign to offer solutions to ensure your ability to meet this regulatory guidance. It is important to note, this guidance begins with a risk assessment performed by you to evaluate the risks associated with all Internet-based products and services offered by the financial institution, including the bill payment product specifically.

Disclosures. We will provide sample bill payment disclosures to you during the implementation; however you are responsible to modify these documents to your standards and provide the documents to your Subscribers prior to approval into the Bill Payment Program. The disclosure must specifically address, but not be limited to, the Subscriber's responsibility for maintaining the security, and determining the strength of the Subscriber's passwords.

Miscellaneous Terms. We may amend or change this disclosure by sending you written notice by electronic mail, regular mail sent to your address as it appears on your account records or by posting to the administrative site (MASTER). Any use of the Bill Payment Service after we send you a notice of change will constitute your agreement to such change.

:

, CEO

Dated



A Remarketer of services provided by iPay Technologies

Customer Order for:

This Customer Order is between CU*Answers, Inc., a Michigan Corporation ("CU*Answers") and ("Customer"). This Customer Order, including the attached eBill Service Operating Disclosure, ("Customer Order") sets forth the terms and conditions of the identified Services provided to Customer by CU*Answers. This Customer Order is issued pursuant to the Master Agreement between CU*Answers and Customer. The terms and conditions of the Master Agreement are incorporated into this Customer Order and are binding on the parties hereto. To the extent there is any conflict between the terms of the Master Agreement and this Customer Order, the Master Agreement shall prevail unless the conflict is specifically addressed in the Customer Order, in which case the Customer Order shall prevail.

Be advised that this Customer Order requires that your eBill service agreements with your customers include certain provisions as described in the eBill Service Operating Disclosure.

Services.

- eBill Service

Fees.

- eBill Service is included with iPay's Plus (or equivalent) and Biz 2.0 products.

Payment.

- N/A

Customer's Responsibility.

- Customer is responsible for all federal, state, county or local taxes on any portion of this Customer Order.
- CU*Answers provides no Internet access. Internet access for both the Customer and its Subscribers must be provided through a third party of their own choice.

eBill Service Operating Disclosure

This eBill Service Operating Disclosure (this "Disclosure") states the operating terms and conditions for the CU*Answers/iPay eBill Service ("eBill Service"). These Disclosure terms set forth practices and procedures attendant to CU*Answers/iPay's provision of the eBill Service. Certain operating practices and procedures and security measures may be revised from time-to-time by CU*Answers and/or iPay upon written or electronic notice to Customer. When the eBill Service is in use by your Subscribers, you agree to be bound by the terms and conditions of this Disclosure.

Definitions. As used in this Disclosure, the terms listed below have the following meanings: "**You**" or "**your**" refers to each Customer who purchased the eBill Service from CU*Answers/iPay, either directly or indirectly through your organization. "**We**", "**us**", or "**our**" refers to CU*Answers and/or iPay and any agent, independent contractor, designee, or assignee CU*Answers and/or iPay may, at its sole discretion, involve in the provision of eBill Service. "**Subscriber**" refers to these agreements must hold each of those entities responsible for all of your obligations under this Disclosure. "**Billers**": refers to a person or entity from whom your Subscriber desires to receive an electronic bill under the eBill Service. "**Subscriber's Data**" refers to all data generated by and/or relating to Subscribers, including without limitation: (i) the Subscriber's name, e-mail address, postal or street address; (ii) the information used by a Subscriber to access its accounts with a Biller, such as but not limited to user identification and a password ("Access Info"); and (iii) the financial data, user preferences, or other personal information specific to an Subscriber's account with third parties such as Billers.

No Dependence. The eBill Service is intended to enhance the Subscribers' experience in using the Bill Pay Service. It is not intended to replace bills or statements that Subscribers are receiving from Billers via other means, and Subscribers should not depend on the accuracy or timely delivery of eBills provided under the eBill Service.

Activating the eBill Service. To activate the eBill Service, you must complete implementation with CU*Answers and return this signed Disclosure.

Subscriber Eligibility. When you have completed implementation of the eBill Service, all of your Subscribers will become eligible to use the Service. You should remove this eligibility for any Subscribers for whom you feel the service is not appropriate. Furthermore, you are responsible for ensuring that the identity of Subscribers using the eBill Service has been authenticated, that you have provided CU*Answers with true, complete, current and accurate information about these Subscribers, and that each Subscriber is at least eighteen years old. You are solely responsible and liable for any inaccurate, not current or incomplete information you provide to CU*Answers.

Login Credentials. Whenever one of your Subscribers activates the eBill Service for a particular Biller, they will be required to agree to certain terms and conditions as defined by CU*Answers and iPay. In addition, they will be required to provide CU*Answers and iPay with Access Info such as login credentials for that Biller's web site. The eBill Service will use this information to regularly log into the Subscriber's account at the Biller's site and extract information regarding the Subscriber's most recent statement in order for CU*Answers and iPay to present this information to the Subscriber in conjunction with the Bill Payment Service. If a Subscriber does not agree to the terms and conditions, or if the Subscriber does not have Access Info for a Biller's site or if they are unwilling to provide this Access Info to CU*Answers and iPay, then that Subscriber cannot use the eBill Service for that Biller.

Marketing. In marketing the eBill Service, you shall (i) not engage in any deceptive, misleading, illegal or unethical

practices that may be detrimental to CU*Answers and iPay or to the eBill Service, (ii) not make any representations, warranties, or guarantees to Subscribers concerning the eBill Service that are inconsistent with or in addition to those made in this Disclosure or your Master Agreement with CU*Answers, (iii) not incorrectly identify the source or origin of the eBill Service when marketing the eBill Service, (iv) comply with all applicable federal, state, and local laws and regulations in performing its duties with respect to the eBill Service, and (v) promote and represent eBill Service fairly at all times in comparison with competitive products. Any incorporation of material information regarding the eBill Service into your materials must be approved in writing and in advance by CU*Answers and iPay, such approval will not be unreasonably withheld.

Component of Bill Pay Service. The eBill Service is made available only as an integral part of the Bill Pay Service. The technology of the eBill Service cannot be used to offer other solutions such as personal financial management or account aggregation.

Security. This paragraph applies only if your Subscribers access the Bill Pay Service via a single sign on connection from your Systems to CU*Answers and iPay's Systems. You agree that you currently follow industry standards as a means to prevent any compromise of your information systems, computer networks or data files ("Systems") by unauthorized users, viruses or malicious computer programs which could in turn be propagated via computer networks, e-mail, magnetic media or other means to CU*Answers and iPay. You agree to give CU*Answers and iPay prompt notice if the security of your Systems is breached or compromised in any way or you reasonably believe that there is a threat to your Systems. You agree to apply appropriate internal information security practices, including, but not limited to, using appropriate firewall and antivirus software; maintaining said countermeasures, operating systems and other applications with up-to-date virus definitions and security patches; installing and operating security mechanisms in the manner in which they were intended sufficient to ensure CU*Answers and iPay will not be impacted nor operations disrupted. You must provide a level of security that, at a minimum, is equivalent to 128-bit encryption technology prior to the Subscriber's key entry of any banking information, including but not limited to, the Subscriber's financial institution account number, and password or PIN number or other identification information.

Assistance with Enforcement. Either party shall notify the other parties as soon as commercially practicable, but in no event later than 48 hours if (a) you become aware that any Subscriber is materially breaching its terms and conditions with respect to the eBill Service; (b) either party becomes aware of a security threat; (c) if either party becomes aware of any third party that may be violating the other party's intellectual property rights, including through unauthorized use; (d) either party becomes aware that a Subscriber is engaging in any activity related to the use of the eBill Service that may be illegal or fraudulent; (e) there is a request for information by law enforcement or a regulatory agency related to the use of the eBill Service which is issued pursuant to an examination, administrative proceeding, subpoena, warrant, or court order

subject to either party's confidentiality obligations with its other clients

Error Resolution. Should an error occur with the eBill Service, you will provide CU*Answers with access to Subscriber's information to duplicate and resolve errors. If so directed by CU*Answers or iPay, you shall take all steps reasonably necessary to carry out procedures for resolving errors or malfunctions within a reasonable time after such procedures have been received from CU*Answers or iPay. CU*Answers and iPay shall not be responsible for errors by Customer, Subscribers or Billers.

Restrictions on Access to and Use of the eBill Service. Except as expressly permitted under this Disclosure, you shall not, and shall not direct or act in conjunction with any third party to (a) rent, transfer or grant any rights in the eBill Service in any form to any person, (b) reproduce the software functionality or content included in the eBill Service or on which the eBill Service is based, (c) decompile, reverse engineer, disassemble, or otherwise attempt to derive computer source code from the software functionality of the eBill Service, except as may be expressly permitted by applicable local law, or (d) modify the eBill Service.

Compliance with Law. You agree that your services and products are in compliance with all applicable laws, and the access and use of the eBill Service and Subscriber's Data shall be in compliance with all applicable laws, and will not infringe the copyright, trade secret, privacy, publicity, or other rights of any third party. You will ensure that any use and access of the eBill Service by you or your Subscribers will be in accordance with terms and conditions set forth in this Disclosure and your Master Agreement with CU*Answers.

Access Policies. CU*Answers and iPay reserve the right to deny or refuse to provide the eBill Service (either in general or with respect to a particular Biller), or to suspend or terminate a Subscriber's access to the CU*Answers/iPay Service (each or

any a "Denial") to prevent the liability of CU*Answers or iPay in the following circumstances: (i) Denial is requested by law enforcement or by a regulatory agency; (ii) there has been a security breach or unauthorized access related to that Subscriber; (iii) CU*Answers or iPay deems Denial necessary for risk management purposes or to prevent any liability for CU*Answers or iPay; (iv) the Subscriber is believed to have engaged in fraudulent acts, violations of law, or violations of the agreement under which it has been provided access to the eBill Service; (v) CU*Answers or iPay believes that to provide continuing access to the eBill Service is otherwise legally risky or commercially unreasonable under the circumstances; or (vi) CU*Answers or iPay believes that to provide such service would be in violation of applicable law or illegal. Denials under this paragraph will continue as long as necessary, and will not create any liability from CU*Answers or iPay to Customer. CU*Answers or iPay shall provide you with prompt notice of any such Denial. The parties shall provide each other full co-operation and assistance, with respect to any investigation of a security breach or alleged breach in the eBill Service.

Equipment. You are responsible for obtaining, installing, maintaining and operating all computer hardware, software, and Internet access services necessary to use or access the MASTER Site. Subscriber is equally responsible to do the same to use or access the eBill Service. We will not be responsible for any errors or failures from the malfunction or failure of your or Subscriber's hardware, software or any Internet access services.

Availability. The eBill Service is intended to be available 24 hours a day, 7 days a week, except during maintenance periods or circumstances beyond our control.

Miscellaneous Terms. We may amend or change this disclosure by sending you written notice by electronic mail, regular mail sent to your address as it appears on your account records or by posting to the administrative site (MASTER). Any use of the eBill Service after we send you a notice of change will constitute your agreement to such change.

This document and the information contained therein are CONFIDENTIAL and provided to for internal use only. This document and information may not be copied, distributed, or viewed by any third party without the written permission of CU*Answers and iPay Technologies, LLC.

Agreed

CU*ANSWERS:

Randy Karnes, CEO

Dated

:

, CEO

Dated

CU*ANSWERS

Electronic Bill Payment

This Price Sheet supersedes any and all previous or existing Price Sheets and is executed pursuant to the Agreement between CU*ANSWERS and the terms of which are expressly incorporated and made a part hereof.

CU*Answers Charges

EasyPay Online Bill Payment and Presentment:	
Per Active Subscriber fee	No charge
Per Inactive Subscriber fee	No charge
Per Transaction fee	\$0.655**

**Pricing effective 10/1/15

Client Implementation Fees:	
(Per FI) Plus set up fee (new to bill pay)	\$2,000.00

iPay Charges

These will appear on your CU*Answers monthly invoice as pass-through fees.

Miscellaneous Fees		
Annual Compliance Package	\$495.00	per year
Stop and Re-Issue Fee	\$15.00	each
Overnight Delivery Fee	\$15.00	each
ACH Debit NSF Fee	\$20.00	each
NSF Fee Changes	\$300.00	each
Change Background	\$1,200.00	one-time
Change Logo or Name	\$750.00	each
Change or Redirect URL	\$300.00	each
Change Phone Number	\$300.00	each
Add Billing Class	\$750.00	each
Delete Billing Class	\$900.00	each
Re-mapping of Billing Class	\$600.00	each
Ad-hoc Queries	\$250.00	per hour
Custom Paper Letter	\$800.00	each
Custom Email	\$300.00	each
Changes of Acct Number for Laser Draft Payments	\$500.00	1-300 subscribers
“Over 300 Subscribers”	\$50.00	each addtl 100 Subscribers
Welcome Letter/Welcome Email Changes/Broadcast Messages	\$300.00	each
Check Image Retrieval Fee	\$10.00	

Other Fees		
Electronic Conversion of Payees		
< 200 users	\$3,000.00	
Per additional 100 users	\$500.00	each add'l 100 Subscribers

Check Imaging Pricing (Optional)			
# of Months	< 100 Users	101-500 Users	501+ Users
3	\$50.00	\$100.00	\$150.00
6	\$100.00	\$200.00	\$300.00
12	\$150.00	\$300.00	\$450.00
18	\$200.00	\$400.00	\$600.00

Deconversion file pricing:

For an institution with 500 subscribers or less:

- \$5,000 flat fee for iPay Technologies, LLC standard de-conversion file format, includes 2 files.
- \$2,500.00 flat fee for each additional file in iPay's standard de-conversion format (additional format to be quoted).
- \$2,500.00 rush fee applied if files are needed within a 30 day period.
- \$.25 per subscriber, merchant, future dated payment record and account record for each active and/or inactive subscriber requested.

For an institution with 501 subscribers or more:

- \$10,000 flat fee for iPay Technologies, LLC standard de-conversion file format, includes 2 files.
- \$5,000.00 flat fee for each additional file in iPay's standard de-conversion format (additional format to be quoted).
- \$5,000.00 rush fee applied if files are needed within a 30 day period.
- \$.25 per subscriber, merchant, future dated payment record and account record for each active and/or inactive subscriber requested

iPay OFAC – Q&A

Who runs the comparison list? IPay runs the comparison list.

What is the process?

1. A file is retrieved from a government web site <http://www.treas.gov/offices/enforcement/ofac/sdn/> and <http://www.treas.gov/offices/enforcement/ofac/programs/terror/ns/index.shtml> which contains lists (Specially Designated Nationals (SDN) List and Palestinian Legislative Council (PLC) list) of the companies and individuals that cannot be paid.
2. A string comparison is done between the names of the entities in this file and the merchants in our database.
3. If 90% of the characters in the entity name match 90% of the characters of the merchant then there is a match.
4. In addition, a comparison is done on the addresses of these entities against the merchant addresses in our database.
5. Any matches are stored in a table, the contents of which is made available to the MASTER site.

How often is the comparison run? We download an updated OFAC listing from the government site daily. A scan is run nightly against our system.

What are we comparing the list against? The list is run against the payees of the financial institution and returns potential matches.

Will the financial institution know what subscriber is paying this payee? Yes. If they double click on the payee listed on the report, the subscriber's name will be provided.

Who has responsibility to review/monitor payees found on the OFAC list? The financial Institution has ownership of reviewing this list.

If a payee is reported on the list what should the financial institution do? The Financial Institution must follow their SOP (Standard Operating Procedures) for handling bill pay customers and/or members who are making payments to payees that are potential matches on the OFAC report. IPay is not responsible for acting on these payees.

Will iPay block any 'known' OFAC payees from being added through the merchant add? No. iPay's responsibility is to identify these payees and provide the information to the financial institution.

iPay Technologies



iPay's Fraud Detection & Prevention Practices



iPay employs a team of bill payment professionals who focus their time exclusively on detecting and preventing fraudulent activity within our client base. Their activities generally fall into three categories:

Client Education

The fraud team hosts webinars where our clients are invited to learn about the fraud trends we are seeing and how they can play their role to prevent recurrences. We also share with our clients what we are doing to protect them. Clients are asked to report suspicious activity on a customer's account that may be occurring outside of bill payment so that we can flag the account and be on high-alert as well. Cases where identity theft has been reported or where a friendly-fraud situation has occurred are a couple of examples when clients should notify us to flag the account.

Fraud Monitoring

Through the experience we have built up over the years, we've developed reporting to detect patterns in activities that have been previously associated with fraud attempts. These look at things like enrollment time frames, first payee added after a new enrollment, transaction amount, type of transaction, etc. in order to identify likely cases where fraud may be taking place. In the event that we detect such a trend for one of your customers, we will call you to have you investigate further.

We also blacklist IP addresses that have been previously associated with fraud, and monitor attempts from those IP's. Because we are continuously tracking these fraud patterns, the intelligence used for this reporting is always improving. The reports themselves, however, are only part of the equation and only useful if there are then experienced human eyes combing the data and either confirming suspicious activity or determining the report to be a false positive. Of specific note is the fact that fraudulent transactions are not always (and actually often not) large dollar amounts on the first attempt, and thus the reason we employ more sophisticated pattern recognition to help us catch it before it occurs at all or before a large transaction is attempted.



Red Flag Monitoring & Employee Training

Our employees are trained regularly to insure that they are equipped with the latest information to help them detect suspicious activity when taking a call in the call center or otherwise reviewing an account. Below are some of the situations where we ask our employees to escalate the account to our fraud team for further investigation:

- ✦ Subscriber contacts us via a relay service (TDY Line) for the hearing impaired
- ✦ Subscriber seems anxious about sending large amounts of money to an individual
- ✦ Subscriber's phone/chat sessions are inconsistent with the information on file
- ✦ Subscriber's address does not correlate with bank location
- ✦ Subscriber's phone number does not correlate with subscriber address
- ✦ Subscriber contact information is edited shortly after enrollment or prior to adding a new payee
- ✦ Subscriber's email address contradicts other subscriber information (such as name, age, etc.)
- ✦ Subscriber's email address matches payee email and/or payee name
- ✦ The first payee added is an individual and/or all payees are individuals
- ✦ Multiple payments are being directed to 'individual' payees
- ✦ One or more payments to an individual in excess of normal payment activity for the subscriber

Our ability to detect trends across over 3600 financial institutions nationwide gives us a better view of developing patterns as the next wave of financial fraud begins to take root. Through this view and our vast bill payment experience, we're able to help prevent losses for our clients. We believe that service is the great differentiator. Here's yet another way that iPay lives that philosophy each and every day.