

## 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:**

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\_\_\_\_\_  
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

**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.

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\_\_\_\_\_  
, 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 (now available) and Biz 2.0 (coming soon) products; no additional fees apply.

**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

\_\_\_\_\_  
, CEO

\_\_\_\_\_  
Dated

\_\_\_\_\_  
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 ABC Credit Union the terms of which are expressly incorporated within and made a part hereof.

Plus Setup Fees	
<b>Per FI</b>	<b>\$2,500.00 (as applicable)</b>

Plus Retail Bill Payment Product	
	Price to CU
Per Active* User Fee	\$2.25
Per Inactive User Fee	\$1.25
Per Transaction Fee	\$.38
Annual Compliance Package	\$495 annually
Miscellaneous Fees	See Miscellaneous Fee Section

\*An active user is defined as any user who has a) enrolled during the billing month or b) made at least one payment during the billing month

Miscellaneous Fees		
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 add'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	Each addtl 100 Users

**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