



BILL PAYMENT SERVICES AGREEMENT

This Bill Payment Services Agreement describes your rights and obligations as a user of the Bill Payment service ("Services"). It also describes the rights and obligations of First Federal ("Bank"). Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

Bill Payment Services

Online bill payment is provided to you for your convenience. An independent third party bill pay service (FIS, formerly Metavante), handles the actual payment of such bills (Bill Payment Provider), and First Federal cannot and will not guarantee or be held responsible for the completion and accuracy of such transactions.

- A. Description of Service. The Bill Payment Service permits you to use your Internet-enabled personal computer to direct payments from your designated First Federal online Bill Payment Account(s) to third parties you wish to pay. Your Bill Payment Funding Account(s) must be a checking account. Through the Bill Payment Service, you can pay bills from your Bill Payment Account to businesses or individuals. Access to Bill Payment Services are subject to approval by the Service provider. There are two levels of Bill Payment services available to you - Standard and Expedited (which includes Expedited Electronic and Overnight Checks) as described below in Scheduling Payments.

You must designate the Bill Payment Funding Account from which the payments are to be made, the complete name of the payee, the account number (no dashes or spaces for electronic payments), and the payee's remittance address, all exactly as shown on the billing statement or invoice; and the amount of the payment; By using the Bill Payer Service option, you agree that, based upon instructions received under your password, we can charge your designated account by electronic transfer, "no signature required draft", or by debiting and remitting funds on your behalf. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly.

Any payments you wish to make through this Service must be payable in U.S. dollars to a payee located in the continental United States (includes D.C. but does NOT include Hawaii, Alaska or any U.S. territories); and for Overnight Check Payments the payee address cannot be a P.O. Box. We reserve the right to restrict types of payees to whom payments may be made using the Service from time to time. You should not use the Bill Payment Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

- B. Fees. For Personal Online Banking, a \$5.95 insufficient usage fee will be debited at the beginning of the month from your Primary Funding Account if less than two online bill payments were debited from any of your checking accounts during the prior month. The amount of the Expedited Payment fee will be displayed on the Bill Payment screen. The Expedited Payment fee amount is based upon whether payment can be made electronically or will require an Overnight Check. The Expedited Payment fee and the bill payment amount will appear as two separate debit transactions on your checking account statement.
- C. Scheduling Payments. Funds must be available in your Bill Payment Funding Account one (1) to two (2) business days after the "Send On" date. The "Deliver By" date is calculated when you set up the bill pay item based on the "Send On" date and payment type selected (Standard or Expedited Payment). If the date you send on falls on a non-business day (Saturday, Sunday, or holiday),

payment will be sent the following business day (e.g. Monday). We may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

If the session during which you schedule a payment or transfer ends by 7:00 p.m. EST/EDT, the Bank will be considered to have received it on that day. Otherwise, it will be considered received on the following business day. For all entries made using the Services, the time recorded by the Online Banking Service will be considered the official time of the transaction.

You may choose to schedule payments to recur in the same amount at regular weekly, bi-weekly, monthly, semi-monthly, quarterly, semi-annual and annual intervals.

For Standard Payments, you agree to allow at least four (4) to ten (10) business days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If the payment is an Automatic Clearing House (ACH) electronic payment, it will take up to four (4) business days to reach the payee. However, if the company or person that you are paying cannot accept an electronic payment, the Bill Payment Service will send a check that may take up to ten (10) business days. If you do not follow these time frames, you will be fully responsible for all late fees, finance charges or other actions taken by the payee. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, the Bank will work with the payee on your behalf to reverse any late fees or charges.

For Expedited Payments, there are two types of payments - Expedited Electronic and Overnight Check. Expedited Payment types will only display if it can get to the payee sooner than a Standard Payment. Expedited Electronic Payments are available for a limited number of payees and is based on time of day, payee capabilities, and other factors. Overnight Check Payments can be requested until 7:00 p.m. EST/EDT for delivery on the next business day. You are responsible for entering and verifying the address for an Overnight Check to ensure it is specified as a valid overnight package address by the payee. The "Deliver By" date is based on the payee and payment type and will display on the screen. If an Expedited Payment (whether Electronic or Overnight Check) is processed past due because the payment is lost, or the Bill Payment Service Provider fails to send the payment as scheduled or to the designated overnight payee address, the Bank will work with the payee on your behalf to reverse or refund any late fees and you will be refunded the Expedited Payment fee. If an Overnight Check is not delivered by the guaranteed date, you may receive a refund of the Overnight Check fee.

- D. No Duty to Monitor Payments. The Bank will not be liable in any way for damages you incur for any of the following reasons:
- you do not have sufficient funds in your Bill Payment Funding Account to make the payment and to cover any Expedited Payment fee;
 - delays in mail delivery of a Standard Payment check;
 - delays in ebill (electronic version of the bill) arrival;
 - delays due to changes to the payee's address or account number with the payee unless you have updated the information in Bill Payment Services prior to the payment request being processed;
 - the failure of any payee to correctly account for or credit the payment in a timely manner, or
 - any other circumstances beyond the control of the Bank and Bill Payment Provider.
- E. Insufficient Funds. If your Bill Payment Funding Account does not have sufficient funds to make a payment (and cover Expedited Payment Fees if applicable) as of the date the payment is debited from your account you will be charged an NSF fee and the Bill Payment Provider may reverse the payment or may automatically block future Bill Payments until the account has sufficient funds to

make the payment (and cover applicable fees). We will attempt to debit an account up to three (3) times for a payment. The NSF charge is assessed for each debit return due to insufficient funds. Insufficient funds to cover an Expedited Payment AND its associated fee may result in 2 NSF's being assessed each time your account debit is attempted. If the insufficient item is over \$500.00 it will go straight into the collection process. Once the payment is resolved and the block is lifted, the recurring transfers are reinstated, but the single payments must be re-submitted. Fixed payments scheduled for future dates will not be affected. If payment is not resolved or fraudulent activity is identified, the Services will be cancelled. The Bank will attempt to notify you by e-mail or U.S. Postal Mail, but the Bank shall have no obligation or liability if it does not complete a payment because there are insufficient funds in your account to process a payment. In all cases, you are responsible for either contacting Customer Service at (888) 529-2220 or (843) 529-5555 to either make alternate arrangements for the payment or reschedule the payment through Internet Banking.

- F. Cancel or Change Payment Instructions. Standard Payments must be changed or canceled using the Service prior to 7:00 p.m. on the "Send On" date. If you ask us to cancel a Standard paper check payment after it is issued and we agree to do so, we may charge you a stop payment fee. Stop payments on paper checks whether oral, written, or electronic, will be in effect for a period of six (6) months. If requested by the Bank, you will confirm any stop payment order in writing. After six (6) months, any stop payment will terminate and must be renewed in order to continue in effect. The Bank may pay any item that is presented following the lapse of any stop payment order. Expedited Payments may NOT be edited or cancelled after you submit the payment instructions via Online Bill Payment.
- G. No Signature Required. When any payment or other online Service generates items to be charged to your account, you agree that we may debit your Bill Payment account without requiring your signature on the item, and without prior notice to you.
- H. Multiple Person Bill Payment Accounts. If more than one person has access to a Bill Payment account, each person must individually enroll in the Bill Pay service. Each individual may terminate her/his enrollment in the Bill Payment service without affecting the Service for any other person enrolled in Bill Payment that has access to the same account.
- I. Termination and Cancellations. You may cancel your Bill Pay Service by contacting the bank. When your Bill Payment Service is terminated or cancelled, any prescheduled bill payments made through Online Banking will also be terminated. Your final charge for the Bill Payment service will be assessed at the end of your statement cycle. If you close an account that is listed as one of your Bill Payment Funding Accounts, you must contact the bank to remove the account from your Bill Payment profile.
- J. To Contact the Bank. To contact a Customer Service Representative call (888) 529-2220 or (843) 529-5555, or send an email to this address: ffcustomerservice@firstfederal.com, or write to:
First Federal
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