

Loan Pay User Agreement

This Agreement and Disclosure statement for the “Loan Pay” service (the “Agreement”) sets forth the terms and conditions for use of our “Loan Pay” service, as described herein. Hereinafter, “you” or “your” means the end user or the “Loan Pay” service (“User”) and “us,” “we,” “our,” or “Financial Institution” refers to Members First Credit Union of NH (hereinafter referred to as MFCU) who provides User access to the “Loan Pay” service. Candescient is an intended third-party beneficiary of this User Agreement and is entitled to enforce its terms.

Each time you use any Service described in this Agreement, you are confirming your acceptance of the terms of this Agreement (including, but not limited to, the terms of that particular Service) that are in effect at that time.

1. General.

- (i) User will follow the standard operating procedures including, without limitation, security procedures, with respect to use of the Services.
- (ii) User agrees to allow Candescient, its successors and assigns, and its and their third-party services providers access and use of such Users’ data, including Aggregated Data and Nonpublic Personal Information, as necessary for the provision of the Services. As used herein, “Aggregated Data” means User Data and information that has been stripped of all personally identifiable information. “User Data” for purposes of this definition, means User account information, account access information and registration information as provided by Users. Nonpublic Personal Information means information concerning Users and their past or present accounts; information falling within the definition of “nonpublic personal information” or “personally identifiable financial information” under Regulation P, 12 C.F.R. 216, or under the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq.; or information otherwise considered privileged, confidential, private, nonpublic or personal and/or given protected status under any federal or state law.
- (iii) Members First Credit Union has no liability to User or other third parties relating to any delays, inaccuracies or incomplete Services caused by the failure of Members First Credit Union to properly or timely meet its obligations or requirements in connection with the Services.
- (iv) User shall determine and be responsible for the completeness, authenticity, and accuracy of all such information submitted to the Services.

2. Description of Services.

With the “Loan Pay” service, you may draft a checking account or savings account from another financial institution to pay a Members First Credit Union loan. Once your account with us has terminated for any reason, you will have no further right or access to the “Loan Pay” Service. Any member who is authorized to login to your Online/Mobile account and view loan accounts, is eligible for the “Loan Pay” service.

3. Transaction Limits

We have the right, at any time, to set dollar limits on daily and monthly transactions. If you attempt to initiate a payment in excess of these limits, the system will not allow you the ability to continue.

4. Eligible Loans

You are able to submit payments to Members First Consumer Loans only. Mortgage Loans are not eligible for the “Loan Pay” service.

5. Requirements

Each transaction must have a valid routing number and full account number when submitting the payment.

6. Payment Processing

Payments submitted before 3:00pm (EST) Monday through Friday will be processed as same day, excluding holidays.

Payments submitted after 3:00pm Monday through Friday will be processed on the next business day, excluding holidays.

Payments submitted after 3:00pm Friday – Sunday, will be processed on the next business day, excluding holidays.

7. Receipt of Payment

Any confirmation from us that we have received the file does not mean that the file does not contain errors. We are not responsible for any files that we do not receive. Following receipt, we will process the payment by processing the file. MFCU reserves the right, at our sole discretion, to reject any file from the “Loan Pay” service into your loan account.

8. Returned Payments

Any credit to your loan account is provisional. If the original payment is dishonored, rejected, or otherwise returned by the receiving financial institution for payment or are rejected or returned by any commitment for the collecting financial institution that is obtaining the draft payment, for any reason, including but not limited to, issues related to debiting funds, you agree that the provisional credit to the loan account will be reversed. You will be responsible for reimbursing us for all loss, cost, or expense caused by, or relating to, the processing of the returned item.

9. Termination of Service

We offer the "Loan Pay" Service as an added convenience to you. We have the right to terminate this Agreement at any time with no prior written notice. We may terminate this agreement based on but not limited to:

- i. Non-Sufficient Funds (NSF) items
- ii. Uncollected Funds (UCF) items
- iii. Receiving returned items via the Federal Reserve Bank

Beginning June 20, 2026, if we receive two (2) returned Loan Pay payments within 6 consecutive, rolling calendar months, your Loan Pay account access will be permanently revoked. If your Loan Pay service is revoked, you will receive notice by mail. Additionally, you will need to make other arrangements for your loan payment such as check, cash, or transfer from another account within Members First.

10. Your Warranties

You make the following warranties and representations with respect to each payment pursuant to law, regulation, or clearinghouse rule:

- Each payment is a true and accurate account.
- The amount is accurate.
- You are an authorized signer on the account you have provided to us.

11. Compliance with Law

You will use this system for lawful purposes and in compliance with all applicable laws, rules, and regulations. You warrant that you will only transmit acceptable items for payments and in accordance with applicable laws, rules, and regulations.

12. Loan Payment Service Unavailability

The "Loan Payment" service may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider, and Internet software. In the event that the "Loan Payment" service is unavailable, you may pay a MFCU loan via external means at our branches, through scheduled authorized ACH payment, or by using your institution's Bill Pay option, if available. An MFCU loan may also be paid via an internal account so long as there are funds available from the share requested. For a full listing of available ways to make MFCU loan payments, visit www.membersfirstnh.org/Manage/Services/Loan-Payments.

13. Your Responsibility

You are solely responsible for the completeness, accuracy, validity, and integrity of each loan payment initiated through the "Loan Payment" service. You are solely responsible if you, intentionally or unintentionally, submit fraudulent or incorrect transfer information to us or if the "Loan Payment" Service is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect, or otherwise improper usage to us for processing.

When your MFCU loan is paid in full, you are solely responsible for terminating any scheduled loan payments through the "Loan Pay" service.

The "Loan Pay" service will not automatically terminate after your loan is paid in full. Any payments that are received to a loan that has been paid in full will be returned back to your account via ACH; returns may take up to 3 business days. MFCU is not liable for any losses, fees, penalties, or expenses in relation to any loan payments made through the "Loan Pay" service to MFCU loans that are paid in full.

14. Accountholder's Indemnification Obligation

You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, and expenses arising from your use of the Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners, including but not limited to Candescent. Candescent, its affiliates, officers, employees, and agents should be held harmless from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to MFCU or End User's use of the "Loan Payment" service, Candescent Applications, unless such claim directly results from an action or omission made by Candescent in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF THE "LOAN PAYMENT" SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY OF THE "LOAN PAYMENT" SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE EXTERNAL LOAN PAYMENT SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE EXTERNAL

LOAN PAYMENT SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

15. Financial Information

You must inform us immediately of such items as but not limited to: your online banking credentials may have been compromised, any unauthorized or fraudulent items posted to your loan accounts.

To report such instances, please contact MFCU via phone at (800)860-3832 or by email at memberservices@membersfirstnh.org. You agree to provide us any financial information we reasonably request during the term of this agreement. You authorize us to review your history from time to time.