

External Loan Payment Service Agreement



I. Introduction

Welcome to MIT Federal Credit Union (hereafter referred to as “MIT FCU”, “we”, “us” or “our”). This Agreement and Disclosure Statement for External Loan Payment Services (the “Agreement”) sets forth the terms and conditions for use of our external loan payment services, as described herein. The member (referred to as “you” or “your”) should read this Agreement carefully and keep an electronic copy or print a hard copy of it for your records. By using any electronic symbols, or processes we provide in order to establish your acceptance of this Agreement and/or other terms and conditions related to the Agreement, you acknowledge and agree that you are using an electronic signature to signify your intent to be bound, and you agree to do business with us and exchange information electronically, as provided in this Agreement and as we may direct. Each time you use any Service described in this Agreement, or allow any other person to use any Service in relation to any of your accounts or financial products or services, 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.

II. Description of Services

With External Loan Payments, you may draft a checking account from another financial institution to pay an MIT FCU loan. Once your account with us has terminated for any reason, you will have no further access or right to use the Service. Any member who is authorized to view loan accounts using the eBranch Online Banking system is eligible for this service.

III. Transaction Limits

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

IV. Eligible Items

You are able to submit payments to these MIT FCU loans: Installment, Mortgage, and Home Equity Loans and Lines of Credit.

V. Requirements

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

We offer the External Loan Payment service as a convenience to you. We have the right to terminate this agreement with no prior written notice. We may terminate this agreement based on but not limited to, for example: excessive NSF items, and receiving returned items via the Federal Reserve Bank.

VI. Receipt of Deposit

Any confirmation from us that we have received the file does not mean that the file contains no errors. We are not responsible for any files that we do not receive.

Following receipt, we will process the deposit by processing the file. MIT FCU reserves the right, at our sole and absolute discretion, to reject any file for External Loan Payments into your loan account. We will notify you of rejected files.

VII. 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; is 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 relating to debiting funds, you agree that the provisional credit to the loan account will be reversed. You will reimburse us for all loss, cost, or expense caused by or relating to the processing of the returned item.

VIII. Your Warranties

You make the following warranties and representations with respect to each payment:

- 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.

With respect to each payment, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule.

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IX. Compliance with Law

You will use this system only 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.

X. External Loan Payment Unavailability

External Loan payment may be unavailable temporarily due to system maintenance or technical difficulties, including reasons outside of MIT FCU's control. In the event that External Loan Payment is unavailable, you may pay an MIT FCU Loan: at our branches, at a participating CO-OP credit union shared branch, through e-deposit, online through external funds transfer, and by mail.

XI. Your Responsibility

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

XII. Account holder'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 NCR Corporation (NCR) and hold harmless NCR, its affiliates, officers, employees and agents, officers, employees, and agents, 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 MIT FCU or End User's use of the Services, NCR Applications, unless such claim directly results from an action or omission made by NCR 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 EXTERNAL 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 EXTERNAL 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.

XIII. 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 have posted to your loan accounts.

To contact MITF CU for the above inquires, contact the contact center at:

MIT Federal Credit Union
Attn: Contact Center
700 Technology Square
Cambridge, MA 02139

Phone: 617-253-2845
Toll Free: 855-648-2848
Email: mitfcu@mit.edu

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.

