

## Market USA Quick Pay Terms & Conditions

Use of the Quick Pay service constitutes acknowledgement of and understanding and agreement to the following terms and conditions.

These Terms and Conditions (“Terms and Conditions”) are in effect for all transactions processed using the Quick Pay Service (“Service”). As used in these Terms and Conditions, the term “User” means the user of the Service. The terms “You” and “Your” refer to the User. The terms “Quick Pay”, “Service”, “We”, “Our”, or “Us” refer to Quick Pay and, as applicable, those that support the Service. Transaction (“Payment”) refers to Payment transactions made using this service. “Processing Fee” refers to the fees You will be charged for using this Service. “Convenience Fee” refers to the additional fees You will be charged for having a live representative handle Your Payment. The term “Bank Card” means a U.S. issued card with the Visa, MasterCard, Discover, Diners Club, or JCB logo or an ATM/Debit Card issued by or through a financial institution located in the U.S., bearing one of the aforementioned logos (“ATM/Debit card”). “Card Issuer” refers to the financial institution or entity that issued Your Bank Card.

### Payments & Fees

Each Payment made through the Service is a Payment to Market USA Federal Credit Union (“Market USA”). You may make Payments only with Bank Cards that You are authorized to use. You will be charged a Processing Fee for each Payment made through this Service. The Processing Fee will be disclosed to You, prior to finalizing Your Payment. You will be given the option of not proceeding with the Payment if You do not wish to pay the Processing Fee. You will also be charged a Convenience Fee each time You use this service by phone where your Payment is handled by a live representative. You will have the option of choosing a different payment method if you do not wish to pay the Convenience Fee.

Each time You use this Service You authorize us to debit Your Bank Card for the designated Payment amount, Processing Fee and, if applicable, Convenience Fee. You understand that additional fees and/or interest may be charged by Your Card Issuer. Your agreement with Your Card Issuer and/or financial institutions where You have Your account governs the use Your Bank Card and/or account and You must refer to that agreement to ascertain fees, interest, and Your rights and liabilities as a cardholder and/or account holder.

You understand that You alone are responsible for the accuracy of the information entered when logging in and when making a Payment using this Service. Market USA is not liable for any transactions, fees, losses, damages, etc., that result from either: (1) failed transactions; or (2) You providing inaccurate card and/or account information. You understand that You must have sufficient funds available on Your bank card at the time of transaction. Market USA is not responsible for any fees incurred on Your Bank Card and/or account, as a result of this transaction.

You understand that if there are insufficient funds available to cover Your requested Payment, or if Your Card Issuer rejects the transaction for any reason, the Payment will be reversed and You will be liable for any associated interest, late fees, and other charges. You will also be liable for making alternative payment arrangements to cover the missed loan payment. You will also be liable for any fees charged by Your Card Issuer.

You understand that if You set up recurring Payments You are responsible for ensuring Your card information is up to date and that Market USA is not responsible for any fees or interest incurred due to Your failure to update this information.

Cancellations: Single Payments cannot be canceled once they’ve been submitted using this Service. Recurring Payments may be cancelled up to one business day prior to the date on which they are scheduled.

### Transaction Limits

Market USA, at our sole discretion, reserves the right to limit the maximum amount of a single Payment, limit the number of Payments in a time period, and to reject a Payment.

## Refunds

No refunds of principal or processing and convenience fees once Your Payment has been submitted using this Service, unless We processed the Payment in error.

## CONSENT TO ELECTRONIC COMMUNICATIONS

When You use this Service, You are communicating with us electronically and You consent to receive communications from Us electronically. We may communicate with You by email or by posting notices on this website. You agree that all agreements, notices, disclosures and other communications that We provide to You electronically satisfy any legal requirement that such communications be in writing. When making each Payment, You are consenting to receive a confirmation of this Payment electronically to the e-mail address You have provided to Us. We will not provide paper copies of the electronic Terms and Conditions, payment confirmations and other communications for this Service.

## Limitation of Liability

THE ONLINE PAYMENT SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO WARRANTY AND DISCLAIM LIABILITY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE FROM VIRUSES OR OTHER DEFECTS OR HARMFUL COMPONENTS, NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE ONLINE PAYMENT SERVICE, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED THROUGH THE SERVICE. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY AGREE THAT THE USE OF THIS SERVICE IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSABLE BY APPLICABLE LAW, THIS DISCLAIMER OF LIABILITY APPLIES TO ANY CLAIMS, LOSSES, ACTIONS, DAMAGES OR INJURY RESULTING FROM ANY FAILURE OF PERFORMANCE OF THE SERVICE; ERROR, OMISSION, INACCURACY, INTERRUPTION, DEFECT, DELAY OR INTERRUPTION IN OPERATION OR TRANSMISSION; COMMUNICATION LINE FAILURE; SECURITY BREACH; OR UNAUTHORIZED ACCESS TO, ALTERATION OF OR USE OF INFORMATION. IN NO EVENT SHALL THE ONLINE PAYMENT SERVICE, OR ITS AFFILIATES, BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES. CERTAIN STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. MARKET USA IS NOT RESPONSIBLE FOR ANY LOSSES OR DELAYS IN TRANSMISSION OF INSTRUCTIONS ARISING OUT OF THE USE OF ANY INTERNET ACCESS SERVICE PROVIDER.

## Miscellaneous

These Terms and Conditions, together with all other items incorporated herein by reference, embody the entire agreement and understanding between You and Us regarding this Service, and supersedes all prior agreements or understandings. If any one or more of these Terms and Conditions shall for any reason be held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. Use of this Service is governed by Maryland law.

## Amendments

These terms and conditions may be amended from time to time. The terms and conditions displayed at the time of transaction are those in effect at that time. This includes but is not limited to changes to our processing and/or convenience fees for this service.