



***MyAccount* Terms & Conditions**

Effective October 2018

INTRODUCTION

This Agreement states the terms and conditions for use of the Lutheran Church Extension Fund (LCEF) *MyAccount* online financial service. Please read this entire Agreement before you use *MyAccount*. These terms and conditions are in addition to those that apply to any LCEF investments, loans or services.

What this Agreement Covers

This Agreement, between you and LCEF, governs the use of transactions initiated or processed through the *MyAccount* online financial service and electronic statements (“E-statements”) access for LCEF investments and loans. The *MyAccount* service permits LCEF investors and borrowers to perform a number of financial services and transactions on accounts linked to *MyAccount* through the use of a personal computer or mobile device.

Application and Acceptance of Service Agreement/Terms & Conditions

By using the *MyAccount* and E-statements services described in this Agreement, you agree to the terms and conditions set forth in this Agreement.

SERVICE AND SUPPORT

Changes to Service Agreement/Terms & Conditions

LCEF may change this Agreement at any time without notice. Notification of amendments and/or changes may be delivered to you by electronic mail via the *MyAccount* secure email system. Your continued use of *MyAccount* will constitute acceptance of any changes noted in each instance. Use by one joint account owner or *MyAccount* customer will be effective for all owners.

Cancellation

Your *MyAccount* service remains in effect until it is terminated by you or LCEF. You may cancel your service at any time by notifying LCEF in writing via the *MyAccount* secure email system or by calling 800-843-5233. However, your *MyAccount* service will remain in effect until LCEF has a reasonable opportunity to act on your notice. This cancellation applies to your *MyAccount* services only and does not terminate your investment or loan accounts with LCEF.

Support/Help

MyAccount “Help” information is provided online. In addition, LCEF Information Representatives are available via phone, email and *MyAccount* secure email.

Phone: 800-843-5233

Fax: 314-996-1131

Secure Email: Within *MyAccount*, use the “Email LCEF” option under Self Service.

Unsecured Email: request@lcef.org

Mailing Address: LCEF, PO Box 229009, St. Louis, MO 63122-9009

Business Days and Hours

For purposes of this Agreement, our business days are Monday through Friday from 7:45 a.m. until 4:15 p.m. CT. Holidays (including Federal Reserve and LCEF holidays) are not included.

YOUR LIABILITY

Consumer Accounts

Each owner is liable for all transactions that he or she authorizes with his/her *MyAccount* user name and

password. If you have given someone else your *MyAccount* user name and password or other means of access, you also are liable for transactions authorized by that person with your *MyAccount* identification, even if the person performs transactions you did not intend or want performed.

If you wish to terminate a person's authority on an LCEF investment or loan where you are an owner, you must notify LCEF (via phone or in writing) that transactions by such person are no longer authorized. However, such authorization will remain in effect until LCEF has had a reasonable opportunity to act on your notice. LCEF may change your *MyAccount* user name or password or take additional steps deemed appropriate.

Tell us immediately if you believe your *MyAccount* user name and/or password have been lost or stolen. Telephoning is the best way of keeping your possible losses to a minimum. If your *MyAccount* password is lost or stolen, you could lose some or all of the money in your investment. If you believe your *MyAccount* user name and/or password has been lost or stolen and used without your permission, notifying LCEF within two business days after you learn of the loss or theft will limit your losses to \$50 or less.

If you do NOT notify LCEF within two business days after you learn of the loss or theft of your *MyAccount* user name and/or password, you could lose as much as \$500 or the balance of your investment, whichever is less.

Also, if your statement shows payments or transfers covered by this Agreement that you did not authorize, notify LCEF by phone immediately. If you do not notify LCEF within 60 days after the statement was mailed or emailed to you, you may not be credited any money you lost.

All Investments

If LCEF completes an authorized payment or transfer and subsequently learns that your investment has insufficient funds for the transaction, you agree that LCEF may reverse the transaction or offset the shortage with funds from any investment you have with LCEF.

Each owner individually releases LCEF from any liability and agrees to not make any claim or bring any action against LCEF for honoring or allowing any action or transaction in which the person performing the action is authorized to use the *MyAccount* user name and password or has been given the user name and password by an owner. Each owner agrees to indemnify LCEF and hold LCEF harmless from and against any and all liability (including, but not limited, to reasonable attorney fees) arising from any such claims or actions.

LIABILITY OF LCEF

Consumer Accounts

If LCEF does not complete a transfer to or from your account on time or in the correct amount, in accordance with this Agreement and when you properly instruct LCEF, LCEF will be liable for your losses or damages. However, there are some exceptions. LCEF will not be liable, for instance:

1. If, through no fault of LCEF, you do not have enough money in your account to cover the transaction or transfer.
2. If the *MyAccount* system was not working properly and you knew about the malfunction when you started or during the transaction or transfer.
3. If circumstances beyond LCEF's control (such as fire, flood, power outage or communications or computer system failure) prevent the transaction or transfer, despite reasonable precautions that LCEF has taken.
4. If there are posting or processing delays by the recipient financial institution.
5. If the funds are subject to legal process or other claims restricting transfer.
6. If a bona fide security consideration causes LCEF not to complete the transaction or transfer (e.g., your *MyAccount* user name and password have been reported to be compromised, or LCEF has reason to believe the transaction or transfer request is unauthorized).

In no event is LCEF liable for more than actual damages proven if any failure of LCEF was unintentional, and resulted from a bona fide error, notwithstanding the maintenance of procedures reasonably adopted to avoid such an error. Further, in no event will LCEF be liable for special, indirect, punitive or consequential damages.

Non-Consumer Accounts

This paragraph applies only to accounts that are not held for personal, family or household purposes. If LCEF does not properly complete a *MyAccount* transfer, unless otherwise required by law, LCEF's liability shall be limited to interest on the amount which LCEF failed to timely transfer, calculated from the date on which the transfer was to be performed until the date it was actually completed or you cancelled the instructions. If LCEF becomes liable to you for interest compensation under this Agreement, such interest shall be calculated based on the interest rate payable on the highest tier of the LCEF StewardAccount® investment that was in effect on the date that the transfer would have been made. In any event, LCEF will not be liable for losses or damages in excess of the amount of the transaction. Unless otherwise required by law, in no event will LCEF be liable if circumstances beyond LCEF's control prevented the transfer, or if the funds were subject to legal process or other claims. Further, in no event will LCEF be liable for special, indirect, punitive or consequential damages.

TRANSACTIONS

Performing Transactions

Authorized LCEF investment owners and borrowers can use *MyAccount* services to:

1. View investment information.
2. Transfer funds between eligible investments at LCEF.
3. Request automated clearinghouse (ACH) transfers to accounts at other financial institutions.
4. Request ACH transfers to authorized LCEF investments from other financial institutions.
5. Request other special services via *MyAccount* secure email system.

If an investment accessed with *MyAccount* has more than one owner, each owner is jointly and severally obligated under this Agreement. Each owner who signs the *MyAccount* Application may act alone to perform transactions or obtain information under this Agreement. Other than the authorization on the *MyAccount* Application, LCEF is not required to obtain the further consent of any owner.

Transaction Deadlines

Transfer Funds Between LCEF Accounts

Investment Accounts—Transfers between LCEF investment accounts submitted before 7 p.m. (CT) will be completed immediately on that same day unless a future date is selected. Transfers attempted after 7 p.m. (CT) will be completed the next day unless a future date is selected. The transfer will reflect a pending status until the transaction is processed.

Loans—**Transfers involving loan payments are credited on business days only.** Transfers submitted before 7 p.m. (CT) on business days will be completed immediately on that same day unless a future date is selected. Transfers attempted after 7 p.m. (CT) will be completed the next day unless a future date is selected. The transfer will reflect a pending status until the transaction is processed. In order to make a timely payment, do not enter Saturdays, Sundays, or holidays in the effective date field. **Weekends begin on Friday at 7 p.m. (CT). If a non-business day is selected in error, the loan account history will reflect the non-business day BUT the actual posting date of the payment will be the next available business day. The posting date determines the timeliness of the payment.**

Requests for ACH Transfers to Accounts at Other Financial Institutions

Requests received by LCEF before 11 p.m. (CT) on any business day for ACH transfers to another financial institution will be initiated by LCEF on the next business day and posted at the other financial institution on the second or third business day.

Requests for ACH Transfers from Other Financial Institutions

Requests received by LCEF before 11 p.m. (CT) on any business day for ACH transfers to an authorized LCEF investment will be initiated by LCEF on the next business day and posted to the LCEF investment on the second or third business day.

Note: Your account(s) must have sufficient funds available in order for LCEF to perform the *MyAccount* transaction or it may be subject to an insufficient funds charge. All requests for transfers are subject to verification and also are subject to any restrictions applicable to either the transferring or receiving account.

Transaction Confirmations

For your protection, LCEF may contact you to confirm certain *MyAccount* transactions. Such action will be at the sole discretion of LCEF.

How Transactions Are Reported

Investment holders will receive a periodic investment statement. In addition, you may access your investment or loan account transactions through the *MyAccount* service. Please contact LCEF immediately if you change your residence or email address.

Questions or Error Correction on *MyAccount* Transactions

Please contact LCEF immediately if you believe:

1. Your statement or transaction record is incorrect.
2. You need more information about a transaction listed on the statement.
3. An unauthorized person has discovered your *MyAccount* user name and password.
4. Someone has transferred or may transfer money from your investment without your permission.

LCEF must hear from you no later than 60 days after the FIRST statement on which the problem or error appeared was mailed or emailed to you. When you contact LCEF, please provide the following information:

1. Your name and investment number.
2. The date and dollar amount of the transaction in question.
3. The name of recipient if the transaction in question is a transfer.
4. The transaction confirmation number, if available.
5. A description of the transaction in question.

Please explain as clearly as you can why you believe there is an error or why you need more information. If you tell LCEF verbally, LCEF may require you to send your complaint or question in writing or via *MyAccount* secure mail email system within 10 business days.

LCEF will determine whether an error occurred within 10 business days after LCEF hears from you and will correct any error promptly. If LCEF needs more time, however, LCEF may take up to 45 days to investigate your complaint or question. If LCEF decides to take 45 days to investigate your complaint or question, LCEF will credit your investment within 10 business days for the amount you think is in error, so that you have use of the money during the time it takes LCEF to complete its investigation. If LCEF asks you to put your complaint or question in writing and LCEF does not receive it in 10 business days, LCEF may not credit your investment.

For errors involving new investments, point-of-sale or foreign-initiated transactions, LCEF may take up to 90 days to investigate your complaint or question. For new investments, LCEF may take up to 20 business days to credit your investment for the amount you think is in error.

LCEF will tell you the results within three business days after completing its investigation. If LCEF decides there was no error, LCEF will send you a written explanation. You may request copies of the documents that LCEF used in its investigation.

Bill Pay Service

Personal *MyAccount* users may enroll in Bill Pay service by clicking the link under the Money Movement menu option. A personal StewardAccount is required to use bill pay. Please review the Bill Payment Terms and Conditions which begin on page 6 of this document.

E-Statements

I understand that pursuant to my Investment and/or loan agreement with LCEF, I may be entitled to receive periodic statements in connection with my Investment or loan agreement, such as monthly statements and/or loan statements ("Account Statements"). By indicating my acceptance of these terms and conditions, I authorize LCEF to discontinue sending me such Account Statements via postal mail service for my Investment and/or loan agreement and to instead deliver such Account Statements to me electronically ("E-statements"). I understand and agree that LCEF will send me an email to my primary email address notifying me that my E-statement(s) is/are

ready to be viewed via *MyAccount*.

I further understand and agree that:

1. I am an authorized signer on the Investment or debtor on the loan being accessed.
2. If the Investment being accessed with respect to these Terms and Conditions is a joint investment, I acknowledge that my consent as an owner has been authorized by each of the joint owners. All joint owners on the account are legally bound by these terms and conditions.
3. My consent to receive E-statements applies to each of my existing Investments and/or loans as well as any new Investments that I may purchase in the future and any new loans that I may obtain in the future.
4. **Personal Users - My consent to receive E-statements is required as a condition of my *MyAccount* access.**
Business/Organization Users - My consent to receive E-statements is voluntary and may be withdrawn at any time in writing or by telephone, which will make the account subject to any applicable fees for printed and mailed statements. Upon such withdrawal, I understand and agree that I will no longer have access to my E-statements and that I will receive future Account Statements in paper form via postal mail service. Current fee information can be found on the Fee Schedule, available at lcef.org.
5. I understand that LCEF recommends that I print or save a copy of any E-statement and of these Terms and Conditions for my records.
6. I agree to maintain a valid, active email address and a current postal address. If my email address and/or postal address changes, I must promptly notify LCEF at 800-843-5233. LCEF is not liable for any third party incurred fees, legal liability, or any other issues or liabilities arising from E-statements or notifications sent to an invalid or inactive email address.
7. I understand and agree that LCEF reserves the right to change these Terms and Conditions at any time without notice. Accessing my E-statements after such change will constitute my agreement to such change(s). Email messages sent to my email address on file with LCEF is deemed to be delivered even if the email address is inactive or otherwise inaccessible. LCEF reserves the right to discontinue the E-statements program at any time.

USER NAME and PASSWORD

Protecting Your *MyAccount* User Name and Password

You agree that LCEF may send notices and other communication including your *MyAccount* user name and password confirmations via email. You agree to:

1. Keep your *MyAccount* user name and password secure and strictly confidential, and
2. Immediately notify LCEF and select a new password if you believe your password has been compromised.

If you believe your *MyAccount* user name and password have been lost or stolen, or that someone has transferred or may transfer money from your investment without your permission, call 800-843-5233.

Under no circumstances will an LCEF employee request your password via the Internet or other contact. Please do NOT disclose such information to anyone claiming to represent LCEF, and immediately notify LCEF at 800-843-5233 if it is requested by someone claiming to represent LCEF.

Non-Consumer Accounts

This paragraph applies only to accounts that are not held for personal, family or household purposes. By using the *MyAccount* services, you acknowledge and agree that this Agreement sets forth security procedures for *MyAccount* transactions which are commercially reasonable. LCEF will have no liability to you for any unauthorized transaction(s) made using your *MyAccount* user name and password that occur(s) before you have notified LCEF of possible unauthorized use and LCEF has had reasonable opportunity to act on that notice. LCEF may suspend or cancel your *MyAccount* user name and password even without receiving such notice from you if we suspect that your *MyAccount* user name and password are being used in an unauthorized or fraudulent manner.

MyAccount User Name and Password Termination

For security purposes, if your *MyAccount* is not used to access LCEF accounts for a period of 60 days, LCEF may deactivate your *MyAccount* user name and password. To re-establish *MyAccount* service, you will need to complete the steps to obtain a new *MyAccount* user name at lcef.org.

ELECTRONIC COMMUNICATION

Notices and Communications

By applying for access to the *MyAccount* system, you agree that any communication from LCEF to you regarding the *MyAccount* and E-statement service may be delivered to you in electronic form and that such electronic communication (email) shall be in lieu of written communication.

Electronic Mail (Email)

Do not rely on email if you need to communicate with LCEF immediately. Please contact an LCEF Information Representative at 800-843-5233. For secure transmissions, your electronic communication with LCEF should be sent using *MyAccount* secure email system. This service encrypts, or “scrambles,” your personal information, making it difficult for anyone other than LCEF to read such information.

You may also email LCEF using a personal email account provided by an outside Internet provider, but remember email transmissions through general or public email are not secure. Do not send or request sensitive LCEF investment information such as account numbers or financial information via any general or public email system.

FEES

All fees will be debited from the account for which the service was performed, unless otherwise notified. See LCEF’s Fee Schedule at lcef.org for a list of current fees. ACH transfers also may be subject to transfer fees from the other financial institution.

PRIVACY POLICY

For information about LCEF’s Privacy Policy, please review LCEF’s privacy policy document at lcef.org.

BILL PAYMENT SERVICE TERMS AND CONDITIONS

IMPORTANT

Please read carefully. This is your agreement with Lutheran Church Extension Fund–Missouri Synod (“LCEF”). By using the LCEF’s Bill Payment Service you agree to be bound to the terms and conditions herein.

DEFINITIONS

“Agreement” shall mean all terms and conditions defined herein.

“Financial Institution”, “we”, or “us” shall refer to LCEF.

“Service” shall mean the Bill Payment Service offered by the Financial Institution and associated third party providers.

“You” or “Your” or “Subscriber” shall mean each person who electronically signs the bill payment enrollment form or is otherwise authorized to use the Service.

“Payee” shall mean the individual, business or other entity to which you intend to send a payment through the Service and for which you accurately provide and maintain the appropriate or required information such as name, bill remittance / payment delivery address, phone number, account number and account holder name; and to whom you authorize the Financial Institution to remit payments on your behalf through the Service.

“Payee List” shall mean your personal list of Payees that you maintain within the Service and from which list you may select to schedule Payments.

“Merchant” shall mean any business Payee you establish within the Service for whom the Service provider has established a business relationship expressly for the purpose of remitting Payments from the Service.

“Funding Account” shall mean the StewardAccount for which you are an authorized signer, and from which the Financial Institution may debit or otherwise collect the funds necessary to remit the Scheduled Payment to the corresponding Payee, per your instructions.

“Fee Account” shall mean the StewardAccount for which you are an authorized signer, and from which the Financial Institution may automatically debit or otherwise collect all Service fees.

“Business Day” shall mean every Monday through Friday, excluding Bank holidays.

“Scheduled Payment” shall mean the payment instructions you establish within the Service in order to properly direct funds from the Funding Account you designate to the Payee you designate.

“One-Time Payment” shall mean a Scheduled Payment that results in a single payment delivered to the Payee per your instructions.

“Recurring Payment” shall mean a Scheduled Payment that results in a series of payments delivered to the Payee at regular intervals per your instructions and shall continue to do so until you cancel it or until the maximum number of payments and/or final payment date that you specified is reached.

“Payment” shall mean the specific single instance of a One-Time Payment or a specific instance of a Recurring Payment, as the case may be.

“Payment Amount” shall mean the monetary figure you specify in a Scheduled Payment, including the regular amount and the final amount of a Recurring Payment series, that the Service shall remit to the Payee.

“Payment Date” or “Withdraw On Date” or “Withdrawal Date” or “Send On Date” shall mean the Business Day on which you schedule the Payment to be debited from your Funding Account, unless this date falls on a non-Business Day in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date on which sufficient available funds must exist in the Funding Account.

“Due Date” or “Deliver By Date” or “Delivery Date” shall mean the Business Day on which you schedule the Payment to be delivered to your Payee, unless this date falls on a non-Business Day in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date you determine to be most appropriate to deliver payment to your Payee considering such factors as the Payee-specified date payment due, grace period, late payment policy or late fee, and/or your knowledge of actual time required for the Payee to receive and process the payment and to credit your account with the Payee, and/or the urgency/criticality of payment delivery, as the case may be.

“Cut-Off Time” shall mean the time of day that Payments to be processed that day shall be processed, and after which time the earliest possible Payment Date or Withdraw On Date or Send On Date and Due Date or Deliver By Date shall be calculated from the next Business Day.

BILL PAYMENT SERVICE

You may use the Financial Institution’s Bill Payment Service, to direct the Financial Institution and/or Service provider to make payments from your Funding Account to the Payees you choose in accordance with this Agreement. The terms and conditions of this Agreement are in addition to the MyAccount terms and conditions, LCEF investment terms and conditions, disclosures and other documents in effect from time to time governing your LCEF investments.

SERVICE GUARANTEE

The Service provider will bear responsibility for any late payment related charges up to Fifty Dollars (\$50.00) should a Payment post after the Scheduled Payment Due Date or Deliver By Date, provided that the Payment was scheduled and the Payee information was maintained in accordance with the guidelines described within this Agreement. Notwithstanding the foregoing, the Service provider shall not be responsible for any such charges if the Service provider does not have responsibility or liability for a Payment transaction, late payments or late payment related charges under the other provisions of this Agreement, including, without limitation, those payments described under the Exception Payments section below.

RESPONSIBILITY

The Service provider shall use commercially reasonable efforts to process the Scheduled Payments per your instructions. Neither the Service provider nor the Financial Institution shall be liable for any Payment transaction if: (i) you do not have enough money in your Funding Account to complete the transaction; (ii) a legal order prohibits withdrawals from your account; (iii) your Funding Account is closed or has been frozen, or is otherwise not authorized to debit the corresponding Payment Amount; (iv) you, or anyone you allow, commits fraud or violates any law or regulation in connection with the Services; (v) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vi) you did not provide complete and correct Funding Account, Payment or Payee information; (vii) you did not properly follow the instructions or terms and conditions for use of the Service; (viii) you knew and/or had been advised that Service was not operating properly at the time you scheduled the Payment; (ix) there is a postal delay; or (x) circumstances beyond the Service provider's control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

With the exception of the foregoing, if the Service incorrectly debits your Funding Account and/or directs funds from your Funding Account to a Payee inconsistent with the instructions you specified in the Scheduled Payment, the Service shall, upon detecting the error or receiving notice from you, be responsible for returning the improperly transferred funds to your Funding Account and/or redirecting funds to the proper Payee and/or contacting the Payee to request appropriate adjustments on your account with the Payee except as otherwise provided under the Authorization section below.

LIABILITY

You will be responsible for any Payment request you make that contains an error or is a duplicate of another Payment. The Financial Institution and/or Service provider is not responsible for a Payment that is not made if you did not properly follow the instructions for making a Payment. The Financial Institution and/or Service provider is not liable for any failure to make a Payment if you fail to promptly notify the Financial Institution after you learn that you have not received credit from a Payee for a Payment. The Financial Institution and/or Service provider is not responsible for your acts or omissions or those of any other person, including, without limitation, any Payee or transmission or communications facility, and no such party shall be deemed to be the Financial Institution's and/or Service provider's agent. In any event, the Financial Institution and/or Service provider will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if the Financial Institution and/or Service provider has knowledge of the possibility of them. The Financial Institution and/or Service provider is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Financial Institution's and/or Service provider's reasonable control.

SETTING UP AND MAINTAINING PAYEES

To begin using the Service you will first need to establish at least one Payee in your Payee List. You may add, modify or delete Payees as necessary. It is your responsibility to manage your Payee List and maintain accurate Payee information, such as but not limited to the address to which the Payee specifies Payments are to be delivered, your account number with the Payee, the name on your account with the Payee, etc, except where the Service expressly indicates that it shall manage such Payee information, such as a Merchant's remittance address. Payees must reside or exist within the United States of America or its territories or commonwealths. The Service provider and/or the Financial Institution reserve the right to refuse or remove a Payee for any reason.

Personal payees are payees (individuals, businesses or other entities) that you create by entering the payee's name, address, etc. into the bill payment service. Payments to your personal payees will be sent via paper check. Personal payees established by you prior to August 2018 may be maintained; however, any revisions to the

payee's banking information (routing/account number) will eliminate the electronic payment option. All future payments to that payee will be sent via paper check.

PAYMENT LIMITS

There may be a maximum transactional limit on a single payment and a maximum daily limit for all payments.

SETTING UP PAYMENTS

To schedule Payments you must choose a Payee from your Payee List. You may schedule One-Time Payments and Recurring Payments to any of your Payees. It is your responsibility to cancel, skip, reschedule or revise a Scheduled Payment in accordance with the Payee's instructions to you, or as needed to ensure sufficient available funds in the corresponding Funding Account, or under circumstances where the Payee may return the Payment to the Service provider due to any reason outside the Service provider's or the Financial Institution's control. The Service provider and/or the Financial Institution reserve the right to refuse or cancel a Payment for any reason.

The earliest possible Payment Date / Withdraw On Date / Send On Date and Due Date / Deliver By Date for each Payee will be determined and presented by the Service when you schedule a Payment. The Service will not permit a Payment Date / Withdraw On Date / Send On Date or Due Date / Deliver By Date earlier than the earliest possible dates presented. The Service determines this earliest possible Payment Date / Withdraw On Date / Send On Date and Due Date / Deliver By Date based on the number of Business Days required to deliver a Payment to the Payee, which is primarily affected by whether or not the Payee has agreed to accept remittance of Payments electronically (typically one or two (1 or 2) Business Days) or requires Payments be delivered by check (typically four or five (4 or 5) Business Days). A Payee's location or policies for posting and crediting payments may require additional Business Days. Payments scheduled after the Service's Cut-Off Time shall be processed no earlier than the following Business Day. Currently, the Cut-Off Time is 3:00 p.m. Central Standard Time, but the Service provider and/or the Financial Institution may change the Cut-Off Time without prior notice.

You should carefully consider factors such as the Payee's date payment due, grace period, whether the Payee's date payment due falls on a non-Business Day, etc, when scheduling a Payment to avoid late payments and late fees. You must allow the necessary number of Business Days prior to the Payee's date payment due for each Payment, including each Payment of a Recurring Payment series. Some businesses take longer to post payments than others. You should consider allowing additional time for the initial Payment to a Payee through the Service in order to gauge the appropriate Payment Date / Withdraw On Date / Send On Date or Due Date / Deliver By Date in each case, and determine whether to allow an additional one (1) or two (2) business days to avoid incurring any late fee charged by the Merchant. It is your responsibility to schedule Payments appropriately and in accordance with the Payee's requirements. Neither the Service provider nor the Financial Institution shall be responsible for late payments, nor reimburse you for late fees, for any Payment delivered in accordance with your instructions, or as a result of a Payee's payment processing policies, or any other circumstance outside the Service provider's control.

Payments to Payees, outside the United States of America or its territories or commonwealths, are prohibited.

EDITING OR CANCELING PAYMENTS

Any Payment can be modified or canceled, provided you access the Service prior to the Cut-Off Time on the Business Day Payment is going to be processed. Once a Payment is in-process, it cannot be canceled through the Service. Instead, you must contact Customer Service to request a stop payment. A Recurring Payment may be edited or canceled after processing for the current Payment instance is complete.

STOP PAYMENT

You may request to stop payment after a payment has been processed by contacting Customer Service. The Service's ability to successfully stop payment depends on how the funds were remitted to the Payee and the elapsed time since the Payment was processed. The Service provider and the Financial Institution will make commercially reasonable efforts to stop payment per your request but shall have no liability if unsuccessful. You may be charged a stop payment fee for each request.

EXCEPTION PAYMENTS

Tax payments and court ordered payments may be scheduled through the Service; however, such payments are discouraged and must be scheduled at your own risk. In no event shall the Financial Institution or Service provider be liable for any claims or damages resulting from you scheduling these types of payments. The Service provider shall have no obligation to research or resolve any claim resulting from any such payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be your sole responsibility.

BILL PAYMENT PROCESS

The Service will process Payments in accordance with the Payment instructions you provide. The Service will not process Payments on weekends or bank holidays. The Service will debit your Funding Account and deliver those funds to the designated Payee on your behalf such that the funds arrive as close to the scheduled Due Date / Deliver By Date as is reasonably practicable.

Numerous business and technical requirements determine if a Payee can accept Payments electronically, but in all cases, Payments can be remitted by check. The Service provider shall have sole discretion to determine the appropriate remittance method. In order to process Payments efficiently and effectively, or otherwise comply with Merchants' remittance requirements, the Service reserves the right to change or update Payee data or alter the method of Payment remittance. Neither the Service provider nor the Financial Institution shall be responsible for late payments, nor reimburse you for late fees, due to: a) U.S. postal delivery issues; b) electronic remittance network issues; c) your Payee's payment processing procedures; d) instances where the financial risk associated with the Payment requires check remittance instead of electronic remittance or additional Business Days to ensure sufficient funds in the Funding Account are available; or d) other circumstances beyond its control.

AUTHORIZATION

When you schedule a Payment, you expressly authorize the Service provider and/or the Financial Institution to withdraw from your Funding Account the Payment Amount and to remit those funds to the designated Payee on your behalf, and additionally to debit your Funding Account for any applicable Service related fees. You further authorize the Financial Institution to credit your Funding Account for any payment returned from or undeliverable to the Payee. In addition, you certify that the Funding Account is an account from which you are authorized to make payments and incur debits.

You agree to have available and collected funds on deposit in the designated Funding Account in amounts sufficient to process each Payment as requested by you, as well as any other payment obligations you have to the Financial Institution. The Financial Institution reserves the right, without liability, to reject or reverse a Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the Funding Account on the Payment Date / Withdrawal On Date / Send On Date, your payment will not be processed and no further attempts will be made.

You authorize the Service provider and the Financial Institution to contact your Payees to request appropriate adjustments consistent with your Payment instructions and/or as pertaining to the Service Guarantee and Responsibility, and/or to stop payment on any draft issued against your Funding Account in connection with the Service in the unlikely event that the Service remits funds incorrectly to any of your Payees, and/or to withdraw funds from your Funding Account in such event if you otherwise receive the benefit of the amount of such incorrectly remitted funds.

RETURNED PAYMENTS

In using the Service, you understand that Payments may be returned by or to the Service provider for various reasons including but not limited to: the account or account number at the Payee is not valid, the Payee address is not valid, the Payee returns or rejects the remittance item, the account at the Payee has been paid in full or has been turned over to another company or individual. The Service shall use commercially reasonable efforts to research and correct the returned payment or void the payment and credit your Funding Account. You may receive notification from the Service.

FEES

LCEF does not charge a monthly fee for utilizing the Bill Payment Service. To review fees related to investment products, refer to the Fee Schedule at lcef.org.

The Financial Institution and/or the Service provider reserve the right to charge you for research time involving payments no longer available in your Payment history screen. You will be informed of any such charges before they are incurred.

Some Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement included, or, received when you opened your account, which discloses important information concerning your rights and obligations.

ACCOUNT SECURITY

You are solely responsible for controlling the safekeeping of and access to your user identification, password or other means to access your account. You agree not to give out or make available your user identification, password, access code, authenticating image or other means to access your account to any unauthorized individuals. You are responsible for all Payment transactions authorized by you or by anyone to whom you provide access to your Bill Pay account. You are liable for all Payment transactions you make or that you authorize another person to make even if that person exceeds his or her authority.

UNAUTHORIZED ACTIVITY

If you believe that your user identification, password, access code, authenticating image or other means to access your account has been lost, stolen or otherwise compromised, or that someone may attempt to use the Service without your consent or has transferred money without your permission, or if you suspect any fraudulent activity in your account(s), you must notify the Financial Institution at once. **Contact LCEF at 800-843-5233.** If your password has been compromised and you tell us within two (2) business days of discovering the loss or misappropriation, you can lose no more than fifty dollars (\$50). If you do not tell us within the two (2) business day period, you could lose as much as five hundred dollars (\$500) if we could have stopped the use of your accounts had we received notice in a timely manner. You must contact Customer Service as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need any information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we have sent the first statement on which the unauthorized transaction, problem or error appeared (If you notify us verbally, we may require that you send us your complaint or question in writing or electronically within ten (10) business days). If you fail to notify us within the sixty (60) day period, you may not recover any of the money you lost if we can establish that the loss could have been avoided had you notified us on time. We may extend these time periods for good reasons such as out-of-town travel or extended hospital stays.

When you report a problem or discrepancy, please: (i) tell us your name and account number; (ii) describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need; (iii) tell us the dollar amount of any suspected error; and (iv) tell us the Funding Account number used to pay the bill, the Payee name, the applicable account number at the Payee, the date the Payment was sent, the Payment Amount and the Payment reference number. Generally speaking, we will tell you the results of our investigation within ten (10) business days after we hear from you. However, we may take up to forty-five (45) days to investigate your complaint or question. In this case, we may provisionally credit your account so that you have use of the money during the time it takes us to complete our investigation. If you fail to provide your complaint or question in writing within ten (10) business days of a request from us to do so, we reserve the right to not credit your account. If we confirm an error, we will correct your account record within ten (10) business days. If we determine that there was no error, we will send you a written explanation within three (3) business days after we conclude our investigation and will debit any interim amounts credited to your account. You may request copies of any documents that we use in our investigation.

ELECTRONIC MAIL (E-MAIL)

Sending E-mail is a very good way to communicate with Financial Institution and/or Service provider regarding your accounts or the Services. However, your e-mail is actually sent via your own software and, as a result, is not secure. Because of this, you should not include confidential information, such as account numbers and balances

in any e-mail communication. You cannot use e-mail to initiate Service transactions. All such transactions must be initiated using the appropriate functions within the Service. Neither the Service provider nor the Financial Institution shall be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

DISCLOSURE OF INFORMATION

It is our policy to treat your Bill Pay Service account information as confidential. However, Service provider and/or the Financial Institution may disclose certain information about you, your accounts and/or Payments to third parties in situations such as: when necessary to complete a Payment transaction per your instructions; when necessary to activate additional services per your request; in order to determine credit worthiness; in order to comply with government agency or court orders, financial services regulations or law; or if you give Financial Institution or Service provider written permission.

Information submitted to the Service provider or its suppliers is the property of those parties, and they are free to use and disclose that information, or any ideas, concepts, know-how or techniques contained in that information to any third party for any purpose whatsoever, except as specifically agreed by the Financial Institution or prohibited by law.

ACCOUNT AND CONTACT INFORMATION

It is your sole responsibility to maintain accurate and complete contact information and Funding Account information in your user profile. This includes, but is not limited to, name, address, phone numbers and email addresses, and verifying account numbers. Changes can be made within the Service or by contacting Customer Service. Changes you make are typically effective immediately. Neither the Service provider nor the Financial Institution shall be responsible for any payment processing errors or fees incurred if you do not provide accurate Funding Account or contact information.

LINKS TO OTHER SITES

Information that the Service provider or the Financial Institution publishes on the World Wide Web may contain links to other sites and third parties may establish links to Service's site. Neither the Service provider nor the Financial Institution makes any representations or warranties about any other web site that you may access to, from or through the Service's site. Unless expressly stated in writing, neither the Service provider nor the Financial Institution endorse the products or services offered by any company or person linked to this site nor is the Service provider or the Financial Institution responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

VIRUS PROTECTION

Neither the Service provider nor the Financial Institution is responsible for any electronic virus that you may encounter using the Service. You are encouraged to routinely scan your computer and files using reliable virus protection products to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

DAMAGES AND WARRANTIES

In addition to the terms previously disclosed, The Financial Institution and/or Service provider are not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by the use of the Bill Payment Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by Financial Institution or one of its suppliers. In addition, Financial Institution and/or Service provider disclaim any responsibility for any electronic virus(es) Subscriber may encounter after installation of such software or use of Bill Payment Services. Without limiting the foregoing, neither Financial Institution and/or Service provider nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or electronic funds transfer networks. Financial Institution and/or Service provider and its suppliers provide Bill Payment Services from their own sites and they make no representation or warranty that any information, material or functions

included in Bill Payment Services are appropriate for use by you in your jurisdiction. If you choose to use Bill Payment Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither Financial Institution nor Service provider nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Bill Payment Services or contained in any third-party sites linked to or from Financial Institution and/or Service provider's web sites. FINANCIAL INSTITUTION AND SERVICE PROVIDER MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF BILL PAYMENT SERVICE, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. FINANCIAL INSTITUTION AND SERVICE PROVIDER DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

INDEMNIFICATION

Subscriber shall indemnify, defend and hold harmless the Financial Institution and Service provider and their affiliates, officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) Subscriber's negligence; (ii) Subscriber's failure to comply with applicable law; or (iii) Subscriber's failure to comply with the terms of this Agreement.

ADDITIONAL REMEDIES

Due to the likelihood of irreparable injury, the Financial Institution and Service provider shall be entitled to an injunction prohibiting any breach of this Agreement by Subscriber.

AMENDMENT AND TERMINATION

The Financial Institution and Service provider reserve the right to terminate this Agreement or to change the charges, fees or other terms described in this Agreement at any time. When changes are made, you will be notified by: 1) electronic mail; 2) physical mail at the address shown in our records; 3) update of our web site; and/or 4) as otherwise permitted by law. Your continued use of the Service after being notified of changes to this Agreement shall constitute your agreement to such changes.

You may terminate this Agreement by written notice to the Lutheran Church Extension Fund, Attn: Electronic Services, 10733 Sunset Office Drive, Suite 300, Saint Louis, MO 63127-1020. Neither the Financial Institution nor Service provider is responsible for terminating any scheduled One-Time Payment nor Recurring Payment processed prior to a reasonable opportunity to act on your termination notice. Once your Service is terminated, all of your scheduled One-Time Payments and Recurring Payments shall be terminated as well. You remain obligated for all Payments made by the Service on your behalf under this Agreement.

APPLICABLE RULES, LAWS, AND REGULATIONS

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the State of Missouri, U.S.A., as well as the federal laws of the U.S.A. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering St. Louis County, Missouri, U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

ASSIGNMENT

The Financial Institution and Service provider may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party. Subscriber may not assign this Agreement to any other party.

INTEGRATION

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and the Financial Institution.

SEVERABILITY

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and the Institution, this Agreement will control.

DISPUTES

In the event of a dispute regarding the Service, you and the Financial Institution and Service provider agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what is said by a Service provider and/or Financial Institution employee or Customer Service Department and the terms of this Agreement, the terms of this Agreement shall prevail.

WAIVER

The Financial Institution and Service provider shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by Financial Institution and/or Service provider of a breach of this Agreement shall constitute a waiver by such party of any prior or subsequent breach of this Agreement.

FORCE MAJEURE

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

CONSTRUCTION

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

HEADINGS AND CAPTIONS

The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL ITS TERMS.



10733 Sunset Office Drive, Suite 300 | St. Louis, MO 63127-1020 | 800-843-5233 | lcef.org