

MortgagePay Terms & Conditions / Service Agreements (as of January 2021)

You must accept these Terms and Conditions before you make your first online payment.

Terms and Conditions:

Except as otherwise provided in the Online Banking Service Agreement for Bank of America checking, savings or transaction account holders, the following disclosures apply to your use of MortgagePay.

Payment Processing

Payments scheduled for the same day are processed immediately and cannot be revised or canceled. Future dated payments cannot be edited, but can be canceled (and rescheduled) as long as you do so before the scheduled payment day. For instance, if you scheduled a payment for Friday, August 21, you can cancel it on or before Thursday, August 20 (but not after).

You can cancel a payment scheduled for a future date in one of two ways.

- 1) Select the "Make payment" button next to the account you want to access, and then proceed with the cancellation process
- 2) Select the link to make a payment from your mortgage or home equity loan page

Either method will detect that you already have a payment scheduled for the account and ask if you want to cancel it. You can cancel a payment until the day you selected as the scheduled payment date.

Transactions will appear on the statement issued by your bank or other financial institution. Print and save your confirmation page after you make a payment through MortgagePay, and check it against the account statement you receive from your bank or other financial institution. If you have questions about a transaction, please call us at 800.669.6607 Mon -- Fri from 8:00 a.m. to 9:00 p.m. ET (except on business holidays).

Applicable Fees

You can use MortgagePay to make payments to your Bank of America mortgage loan or home equity line of credit from your checking, savings or other transaction account. There is no charge for the service.

By using MortgagePay to pay your mortgage or home equity line of credit, you agree that we may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law. We will only disclose information to third parties about your account or the transfers you make: where it is necessary for completing transfers, or in order to comply with government agency or court orders, or if you give us your written permission.

Payment Issues:

If you believe there is an error or you have questions about your electronic transfers involving payments through Bank of America's MortgagePay, please contact us at 1-800-669-6607. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error as soon as possible. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new checking, savings or other transaction accounts, we may take up to 90 days to

investigate your complaint or question and up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

All questions about transactions made with your Online ID and Passcode must be directed to Bank of America, N.A., not to the bank or other financial institution where you have your account. Bank of America, N.A. is responsible for the MortgagePay service and for resolving any errors in transactions made with your passcode.

Fraudulent Activity

Call us immediately if you believe your Online ID or Passcode has been compromised or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Calling us is the best way to keep your possible losses down. If you contact us in any manner other than by phone, it is your responsibility to do so within 4 business days. If you tell us within 4 business days after you learn of the theft of your Online ID or Passcode, you can lose no more than \$50 if someone used your Online ID or Passcode to use MortgagePay without your permission. If you do not tell us within 4 business days after you learn of the compromise or theft of your Online ID or Passcode, and we can prove we could have stopped someone from using your Online ID or Passcode to use MortgagePay without your permission, you could lose as much as \$500.

Also, if your monthly banking statement or mortgage statement shows an electronic funds transfer via MortgagePay that you did not make, including those made by Online ID or Passcode or other means, contact us immediately. If you do not tell us within 90 days after the statement was made available to you, you may not get back money lost after the 90 days, if we can prove that we could have stopped someone from taking the money had you let us know within 90 days. We may extend the time frame for good reason (such as a long trip or a hospital stay).

If you believe a MortgagePay transfer has been made using your Online ID or Passcode or other account information without your permission, please call us at 800.669.6607 Mon -- Fri from 8:00 a.m. to 9:00 p.m. ET (except on business holidays).