

## SERVICE TERMS FOR MAKING A PAYMENT BY TELEPHONE

This document contains the terms and conditions of using the telephone payment system. "You and Your" refer to the user of the telephone payment system. The words "we", "us" and "our" refer to the financial organization listed in the monthly statement or other materials which accompanied this document. Each time you authorize a payment transaction using your telephone, you are agreeing to these terms and conditions.

### AUTHORIZATION FOR DIRECT PAYMENTS

By confirming the payment you authorize (1) us to withdraw the specified amount from your bank account; and (2) your financial institution to deduct the payment (You may revoke or cancel an authorized payment only by following the procedure in Paragraph 2 below). All payments are made through initiation of an Automated Clearinghouse ("ACH") Debit.

Note: This does not result in automatic monthly payments. You must call each time you wish to authorize a payment.

**1. Using the telephone payment option.** The telephone payment option is for our accounts only. You will not be charged a fee for this service. Minimum payment is \$50.00. Except as provided, you may designate the "Payment Date".

Exceptions: (1) it can be no sooner than the next business day (calls received at or after 5:00 PM ET or on a day other than a business day are considered received the next business day). Generally business days are Monday through Friday. Weekends and holidays are not business days; (2) you may not authorize a payment more than 30 days in advance; (3) if your payment is 10 or more days past due, the Payment Date will be the next business day.

**2. Revocation/Cancellation of Payments.** To revoke or cancel a payment call the Pay by Telephone number listed on your monthly statement before 5:00 PM ET on a business day before your Payment Date. After entering the account number and last four of your SSN or TIN, press "0" to speak to a customer service representative who may then cancel your payment.

**3. Documentation.** Payments will be listed as "AUTO PYMT" on your bank account statement. You will not receive a separate statement from us.

**4. In case of Errors.** ALL QUESTIONS ABOUT PAYMENTS MADE BY TELEPHONE SHOULD BE DIRECTED TO US, AND NOT TO THE FINANCIAL INSTITUTION WHERE YOU HAVE YOUR BANK ACCOUNT. We are responsible for the telephone payment system service and for resolving any errors in payments made by telephone. In case of errors or questions about your telephone payment call the Customer Service Center number listed on your monthly statement or write us at the address provided below. Contact us as soon as you can if you think a telephone payment is wrong, or if you need more information about a telephone payment listed on your bank account. We must hear from you no later than 90 days after your financial institution sends you the FIRST statement on which the problem or error appeared (this time period is subject to extension if a delay results from your initial attempt to notify your financial institution rather than us).

A. Tell us your name and finance or lease account number.

B. Describe the error or the payment you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.

C. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or questions. If we decide to do this, we may transmit a provisional ACH credit to your bank 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 (and we will tell you when we do this) (this may be accompanied by a provisional corresponding adjustment to your finance or lease account). If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days we may not send the provisional ACH credit. If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. Errors in your bank account that are unrelated to your telephone payment should continue to be directed to your financial institution.

**5. Confidentiality.** We will disclose information to third parties about your account(s) or the payments you make: (1) where it is necessary for completing payments; or (2) in order to verify the existence and conditions of your

account(s) for a third party, such as a credit bureau or merchant; or (3) in order to comply with laws, regulations or government agency or court orders; or (4) if you give us your written permission; or (5) if we arrange with another party to provide part of the services.

**6. Liability for Unauthorized Use.** If you think your account has been used without your permission contact us immediately by calling the Customer Service Center number listed on your monthly statement or writing us at the address below. You should also contact your financial institution. Calling us immediately is the best way to keep your losses down. If you contact us within 4 business days your losses are limited to \$50 for unauthorized use. You could lose up to \$500, if you do not notify us within 4 business days and we could have prevented the loss. Call us immediately, if any unauthorized payments are shown on your bank account statement. If you do not contact us within 90 days after the statement was mailed and we could have prevented the loss, you may not get back any money you lost after the 90 days. If you had a good reason for not telling us within 90 days, we will extend the time period.

**7. Our Liability.** Except as provided, if we do not complete a payment on time or in the correct amount, we will pay for your losses. Exceptions: (1) if through no fault of ours, you do not have enough money in your bank account to make your payment; (2) transfer of money from your bank account is restricted; (3) the telephone payment system was not working; (4) circumstances beyond our control (such as flood or fire) prevent payment despite reasonable precautions. Our liability is limited by law and limited to those damages proximately caused. If our error was unintentional and resulted from a bona fide error, our liability is limited to actual damages. We are not liable for (1) failure to use telephone payment system properly; (2) you do not request payment sufficiently in advance of your payment due date; (3) your financial institution refuses to honor the ACH debit; (4) your instructions are lost or delayed in transmission to us; (5) a reasonable security concern, such as unauthorized use, causes us not to make the payment; (6) your account is closed; (7) the telephone payment system has been terminated or suspended; (8) the telephone payment system indicates your request will not be processed. The telephone payment system may not be available at all times.

**8. Termination.** Participation is optional. We reserve the right to discontinue accepting telephone payments at any time, for any reason without prior written notice. If we terminate, we will not accept payment and debit requests. We may also temporarily discontinue accepting telephone payments, in our sole discretion. Termination does not affect your rights and obligations for telephone payments prior to termination.

**9. Change in Terms.** We may change the terms of this agreement at any time. As required by law, we will inform you of any changes. Unless otherwise stated, changes will be effective immediately. By continuing to use the telephone to make your vehicle payments will mean you agree to the new terms.

**10. Liability.** SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. EXCEPT AS OTHERWISE PROVIDED THEREIN OR REQUIRED BY LAW; (1) YOU AGREE THAT OUR AND OUR SUBCONTRACTORS' MAXIMUM LIABILITY TO YOU WILL BE FIVE HUNDRED DOLLARS (\$500); AND (2) NEITHER WE NOR ANY SUBCONTRACTOR OF OURS SHALL HAVE ANY LIABILITY FOR SPECIAL, INCIDENTAL, DIRECT, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. WE DO NOT GUARANTEE THE SECURITY, PRIVACY OR INTEGRITY OF INFORMATION IN TRANSIT OVER TELEPHONE LINES. THE PRECEDING SHALL NOT BE DEEMED TO DISCLAIM LIABILITY SPECIFICALLY IMPOSED ON US OR OUR SUBCONTRACTORS BY STATUTE OR REGULATIONS, TO THE EXTENT SUCH LIABILITY CANNOT BE WAIVED OR DISCLAIMED.

**11. Miscellaneous:** No waiver of any terms will be effective unless in writing. You may not transfer your rights or obligations under this Agreement. This agreement is governed by New York laws, without regard to the state's conflict of laws, provisions and by applicable federal laws and regulations. If any term is invalid, the remaining terms shall be valid. These terms are in addition to any other agreement you have with us. We may subcontract any of the duties.

Telephone Payment Department  
P.O. Box 542000  
Omaha, NE 68154-8000