

## **KeyBank Credit Card Automatic Payment Agreement**

Please provide the information requested below, sign two copies of this fully completed Agreement, return one copy to Cardmember Services (see below) and retain one copy for your records. This Agreement authorizes KeyBank National Association ("**KeyBank**") to deduct your credit card payment from your deposit account specified below ("**Deposit Account**"). As used in this Agreement, reference to the term "**AutoPay**" refers to KeyBank's program for automatic and recurring deductions from a deposit account to a credit card account as further specified below. Capitalized terms have the meaning given to them in this Agreement. Reference to the Credit Card Statement means the monthly billing statement provided relative to the Credit Card Account specified below.

Until you have received a confirmation letter from KeyBank confirming the successful set up of AutoPay and the date the first AutoPay Payment will occur, you are required to continue making payments to your Credit Card account via another payment method other than AutoPay. Please note that it may take up to 14 calendar days (or more depending upon circumstances) to complete the initial set up for AutoPay.

By signing below, the undersigned Cardholder ("you" or "your") agrees to the following Terms and Conditions:

- <u>Authorization</u>. You request that your KeyBank Credit Card Account specified below (the "Credit Card Account") be enrolled in the AutoPay program. You authorize KeyBank to automatically deduct the payment amount you indicate below (referred to herein as the "AutoPay Payment"), from your Deposit Account designated below (the "Deposit Account") each month and apply such amount against your Credit Card Account as a payment. You represent and agree that you are an owner of the Deposit Account with rights to make withdrawals from such Deposit Account.
- 2. <u>Deposit Account Eligibility</u>. AutoPay Payments can be made only from a checking or savings account at a financial institution in the United States.
- 3. <u>Insufficient Funds</u>. If there are insufficient funds in your Deposit Account to complete the AutoPay Payment initiated on the specified payment date, KeyBank may, but is not obligated to, continue to attempt to deduct the AutoPay Payment from your Deposit Account until successful.
- 4. <u>Cancellation</u>. You may cancel this Agreement by providing notice to KeyBank in writing sent to the address for Cardmember Services below, by calling the telephone number on the back of your card to cancel it, or by visiting a KeyBank branch and speaking to a customer service representative. KeyBank must receive the cancellation notice at least 3 business days prior to the scheduled AutoPay Payment date.
- 5. <u>Finance Charge Warning</u>. If you choose to pay less than the New Balance on your monthly Credit Card Statement, finance charges will be assessed according to the terms of your Cardmember Agreement.
- 6. <u>Notices</u>. Initially, you will receive a confirmation letter from KeyBank (as indicated above) to confirm the successful set up of the AutoPay options you indicated in the Agreement and the start date for the processing of AutoPay Payments. Other than receipt of your Credit Card Statement, you will not receive prior notice of the varying amounts of the AutoPay Payments as the AutoPay Payment amounts will not fall outside the range of amounts described in the payment options set forth in Section 8 below. However, each of your Credit Card Statements will confirm how much was paid on your Credit Card Account through AutoPay and when it was paid.

## 7. Payment Date.

a. **Weekend/Holiday Processing.** If you select a Payment Date that falls on a weekend or holiday, you hereby authorize KeyBank to change your Payment Date for such particular payment to the business day preceding the weekend or holiday and to initiate the AutoPay Payment on such date. This means that the AutoPay Payment to your Credit Card Account will be dated on the business day preceding the weekend or holiday of your regularly scheduled Payment Date. If the Deposit Account is held at KeyBank, then the funds will be withdrawn from your Deposit Account on the business day preceding the weekend or holiday.



## KeyBank Credit Card Automatic Payment Agreement

However, if the Deposit Account is held at a financial institution other than KeyBank, then the withdrawal from your Deposit Account will generally occur after the Payment Date, but the exact timing is dependent upon your depository financial institution's processing schedule.

b. **Processing Generally**. As long as the AutoPay Payment is successfully completed and not returned for insufficient funds, your Credit Card Account will be credited as of the Payment Date. Note that even though an AutoPay Payment is made as of the Payment Date for the calculation of fees and interest, the amount of the AutoPay Payment may not be available for reborrowing under your Credit Card Account credit limit for an additional reasonable period of time.

8. <u>Payment Amount</u>. You agree you have read and understood the explanation of the three different types of AutoPay Payments offered by KeyBank below and have selected the option below that best suits your needs with an understanding that the AutoPay Payment may vary from month to month depending upon your Credit Card Account activity.

If you select "**Minimum Payment**" below, the AutoPay Payment will be the minimum payment due shown on your Credit Card Statement in the box marked "Minimum Payment Due," and will not take into account any additional payments or credits posting to your Account after the Credit Card Statement is sent, except that we will never allow the amount of the AutoPay Payment withdrawn from your Deposit Account to exceed the Current Balance outstanding on your Account.

If you select "**Payment in Full**" below, the AutoPay Payment will be the amount shown on your Credit Card statement in the box marked "New Balance," and will not take into account any additional payments or credits posting to your Account after the Credit Card Statement is sent, except that we will never allow the amount of the AutoPay Payment withdrawn from your Deposit Account to exceed the Current Balance outstanding on your Account.

If you select "Flexible Standard Amount" below, you authorize KeyBank to adjust the amount of the AutoPay Payment so that the AutoPay Payment will never be greater than the New Balance indicated on your Credit Card Statement and will never be less than the Minimum Payment indicated on your Credit Card Statement. If you select Flexible Standard Amount, you will need to select a specific dollar amount you wish to be deducted from your Deposit Account and applied against your Credit Card Account as a payment. Note that if the specific dollar amount you choose is less than the Minimum Payment set forth on the Credit Card Statement, KeyBank will increase the amount of the AutoPay Payment to equal the Minimum Payment set forth on the Credit Card Statement. Note that if the specific dollar amount you choose is more than the New Balance set forth on the Credit Card Statement, KeyBank will decrease the amount of the AutoPay to equal the New Balance set forth on the Credit Card Statement.

You understand that the amount of the AutoPay Payments may vary each month, but will not be outside of the ranges set forth in the payment amount options set forth above. Your monthly Credit Card Statement will be the only notice you receive of the AutoPay Payment amount.

KeyBank Credit Card Automatic F	Payment	Agreem	ent	
Select One: Add New Automatic Payment Change Existing Automati	ic Payment	Delete Auto	omatic Payn	nent
KeyBank Credit Card Account Number:				
Cardholder Name:				
Cardholder Address:				
Financial Institution where you have your Deposit Account:				-
Deposit <u>Account Number</u> :	ABC Corporation 123 Main Street Anyplace, NJ 0700 PAY TO THE ORDER OF	5 SAMPLE		1234 00000000000 \$ DOLLARS
Deposit <u>Routing Number</u> :	ANYTOWN BANK Anytown, MD 20000 For 1: 1 234 56 78 91 Routing Number	000123456789 Account Number	1234 Check Number	
Payment Date; <i>Must be on or before Due Date</i> :	123456789	000123456789	1234	
AutoPay Payment Amount (select one):				
<ul> <li>Minimum Payment</li> <li>Payment in Full</li> <li>Flexible Standard Amount Payment in the amount of \$</li> </ul>				
Cardholder Signature:				
Date (MM/DD/YYYY):				

If you have questions, please call the Cardmember Services number on the back of your KeyBank credit card. Customers with hearing impairments may call TTY/TDD 1-800-539-8336.

Cardholders may mail completed form to: Client Servicing NY-31-55-0125 555 Patroon Creek Blvd. Albany, NY 12206 Bank Use Only KeyBank Associates Email Completed Form To: CCDO\_Credit\_Card\_Team@KeyBank.com