

## BILL PAY SERVICE AGREEMENT

### 1. Introduction

This Bill Pay Service Agreement ("Agreement") covers your and our rights and responsibilities concerning the bill payment service ("Service") offered to you by United Federal Credit Union. In this Agreement, the words "you" and "your" mean those who submit Payment Instructions and any authorized users. The words "Credit Union," "us," "we," and "our" mean United Federal Credit Union. The word "account" means any one or more share accounts you have with the Credit Union. By submitting the online acceptance below, you agree to the following terms and conditions governing your and our rights and responsibilities concerning the Service's electronic funds transfer services. Electronic funds transfers ("EFTs") are electronically initiated bill payment transactions involving your Credit Union share accounts.

The Service is generally accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the Service may not be available due to system maintenance. You will need a personal computer, Internet access and an appropriate web browser (such as Microsoft® Internet Explorer® or Google Chrome™). You are responsible for the installation, maintenance and proper operation of your computer and Internet access. The Credit Union will not be responsible for any errors or failures involving any Internet service provider or your computer.

### 2. Definitions

"Biller" means a provider of a billing statement that you have requested to receive electronically through the Service.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Delivery Date" is the Business Day you want your Payee to receive your bill payment and is also the day your Funding Account will be debited. It may be referred to in the Service as the "Due By" or "Deliver By" date. You determine this date, based upon the Due Date.

"Due Date" is the date on which the payment is due, as reflected on your Payee bill or statement. It is not the late date or grace period date.

"Funding Account" is the account that you designate as the account to which each bill payment should be charged. Any United FCU checking account (except an eCash checking account) on which you are the primary or joint owner can be used as a Funding Account.

"Payee" is the person or entity to which you wish a bill payment to be directed.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Delivery Date).

"Providers" means any third party we use to provide the Service for you.

"Processing Center Billing Address" is the unique P.O. Box number at our mail processing center that you are assigned upon enrollment in the Service. For bills you have redirected to us, this is your billing address.

"Pending Payment" is a payment that has been scheduled through the Service but has not begun processing.

"Service" means the Credit Union's bill payment and presentment services offered through the Service Website.

"Service Guarantee" means the Credit Union's performance guarantee of the Service as it relates to late payments, as described in Section 4 of this Agreement.

"Service Website" means <https://unitedfcu.com/>

"Trust Check" means a check issued from our own account or an account of our Providers, payable to your Payee.

### **3. Scheduling Payments**

You must select the Delivery Date for any payment, or specify a payment rule in the system that automatically selects this date for you. This date should be at least four (4) Business Days prior to the Due Date to ensure that there is enough time to complete the payment prior to the Due Date. It is your responsibility to schedule payments to arrive by the Due Date specified on the bill or statement. If the actual Due Date falls on a non-Business Day, you must select a Delivery Date that includes an additional day for processing. If you select a Delivery Date that causes payment to be delivered after the Due Date, we are not responsible for any late charges that you may be charged by the Payee.

We implement limits on the dollar amount for payments you can make using the Service. We reserve the right to change these limits and may refuse to permit any bill payment if we reasonably believe such change or refusal is necessary or advisable for security reasons. When using the Service to send a payment, each payment amount is limited to \$9,999 and total payment amounts are limited to \$20,000 per day.

### **4. Service Guarantee**

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. Except for prohibited payments or exception payments, the Credit Union will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Scheduling Payments" above and we have issued you a confirmation number for a payment, unless we are not responsible to you for one of the reasons listed below. We may require that you provide us with satisfactory written documentation of any late fees before making reimbursement to you.

We are not responsible for any failure to complete or delay in completing any payment due to any of the following:

- a. You have provided us with incorrect information about the Payee you wish to pay;
- b. You do not follow the instructions presented in the Service when making an expedited payment;
- c. Your Funding Account, through no fault of the Credit Union, does not contain sufficient available funds to complete the payment or is closed, resulting in the return of the funding transaction;
- d. The payment or transfer goes over the credit limit on your overdraft line of credit, other overdraft protection limit, or available savings balance, as applicable;
- e. The Payee rejects or returns the payment for any reason, or mishandles or delays handling or posting any payment we send;
- f. Your equipment, software or any communications link is not working properly;
- g. The Service is unavailable and you know or we have told you about the unavailability before you send the payment; and
- h. Circumstances beyond control of the Credit Union (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Credit Union has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if we cause an incorrect amount of funds to be removed from your Funding Account, or if we cause funds from your Funding Account to be directed to a Payee which does not comply with your Payment Instructions, we shall be responsible for returning the improperly transferred funds to your Funding Account, for directing to the proper Payee any previously misdirected transactions, and, if applicable, for late payment related charges to the extent described above.

We may set an expiration date for any payment check we issue from our own account. If we do this, we may

stop payment of the check if the payee does not cash the check on or before the expiration date. We will then notify you and issue a credit to your Funding Account for the amount of the check.

## **5. Security of Access Credentials**

a. INITIAL ACCESS. After you have successfully completed and submitted the enrollment form for the Service, you will be notified of the Service availability or granted immediate access to the Service. Access to the Service is only available through the Credit Union's online banking service via the Service Website, using your access credentials (usually consisting of a login ID and password) and navigating to the bill payment service.

b. SECURITY. Your access credentials are confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your online banking credentials. You agree not to disclose or otherwise make your online banking credentials available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your access credentials, you understand that person may use the Service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access credentials and you agree that the use of your access credentials will have the same effect as your signature authorizing transactions.

c. AUTHORIZATION. If you authorize anyone to use your access credentials in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union, in writing, and changing your access credentials immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your access credentials are changed. If you fail to maintain or change the security of these access credentials and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

## **6. Your Liability for Unauthorized Transfers**

Tell us AT ONCE if you believe your password or access credentials have been lost or stolen, or if you believe that a transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) Business Days after you first discover your password or other means to access your account has been lost or stolen, you can lose no more than \$50. If you do not tell us within two (2) Business Days after you first learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount withdrawn without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a hospital stay) prevented you from telling us, we may extend the period.

## **7. Bill Payment Authorization and Payment Remittance**

a. AUTHORIZATION. By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Credit Union to follow the Payment Instructions that it receives through the Service. In order to process payments more efficiently and effectively, the Credit Union may edit or alter payment data or data formats in accordance with Payee directives.

When the Credit Union receives a Payment Instruction, you authorize the Credit Union and its Providers to debit your Funding Account and remit funds on your behalf so that the funds arrive by the Delivery Date designated by you. You also authorize the Credit Union and its Providers to credit your Funding Account for payments returned to the Credit Union by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

b. PAYMENT ADDRESSES. The Credit Union reserves the right to change the address of a Payee to whom we send Payments, without notification, in the following situations:

i. The information returned by our address cleansing process determines the format of the address does not comply with the United States Postal Service ("USPS") standards;

ii. We have determined that the address provided is not a valid address for the Payee;

- iii. The Payee has closed the address, and provided us (via the USPS) with the new address; and
- iv. We have established a relationship with the Payee to send payments to a different address than the one provided on the statement.

In all cases, we attempt to act in a way to expedite the proper posting of your payment.

c. **PAYMENT METHODS.** We will make payments for you either electronically, using a Trust Check or other form of funds transfer that we may choose to employ.

d. **PAYMENT CANCELLATION REQUESTS.** You may cancel or edit any Pending Payment (including recurring payments) by following the directions within the Service. There is no charge for canceling or editing a Pending Payment. Once the Service has begun processing a payment, it cannot be cancelled or edited; for you to attempt to cancel a payment after the Service has begun processing a payment, a stop payment request must be submitted.

e. **STOP PAYMENT REQUESTS.** The Credit Union's ability to process a stop payment request, for which a fee may be charged in an amount on the fee schedule in effect at the time the request is made, will depend on the payment method and whether or not a check has cleared. Stop payment requests cannot be processed for electronic payments. The Credit Union may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact the Credit Union. Although the Credit Union will make every effort to accommodate your request, the Credit Union will have no liability for failing to do so.

f. **PROHIBITED PAYMENTS.** Payments to Payees outside of the United States or its territories are prohibited through the Service and are not covered by the Service Guarantee. Additionally, payments are prohibited if your address on file is a foreign address (outside of the United States or its territories). The Credit Union will not research or resolve any claim resulting from a prohibited payment made using the Service.

g. **USE BY BUSINESSES.** Businesses may use the Service.

h. **EXCEPTION PAYMENTS.** Payments to government Payees (including without limitation tax payments and court ordered payments) may be scheduled through the Service, however such payments are discouraged and are scheduled at your own risk. In no event shall the Credit Union be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Credit Union. The Credit Union has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Credit Union.

i. **PAYEE LIMITATION.** The Credit Union reserves the right to refuse to pay any Payee to whom you may direct a payment. We will notify you promptly if we decide to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

j. **OUR RIGHT TO REFUSE TO MAKE PAYMENTS.** We may refuse to make any payment that we believe to be prohibited by law. If you fail to maintain an available balance in the Funding Account that is sufficient to fund any payment that you initiate or if funds in the Funding Account are otherwise unavailable to fund a payment that you initiate, we may refuse to make any subsequent payment for as long as we determine to be necessary or appropriate. We also reserve the right and will promptly notify you of our decision to refuse to make any other payment.

k. **RETURNED PAYMENTS.** In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Credit Union for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Credit Union will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Funding Account.

l. **FAILED OR RETURNED FUNDING TRANSACTIONS.** In using the Service, you are requesting the Credit Union and its Providers to make payments for you from your Funding Account. If we are unable to complete

the transaction for any reason associated with your Funding Account (for example, there are insufficient available funds in your Funding Account to cover the transaction, or your Funding Account is frozen or closed), the transaction may not be completed. In some instances, you will receive a returned transaction notice from the Credit Union.

You agree that:

- i. You will reimburse the Credit Union or its Providers immediately upon demand of the transaction amount that has been returned to the Service. The Credit Union or its Providers may pursue recovering any costs it incurs resulting from an unfunded bill payment transaction by you;
- ii. You agree to pay the Credit Union for any fees imposed as a result of the return or unfunded bill payment transaction (see the Credit Union's Fee Schedule(s) at <https://unitedfcu.com/> for details);
- iii. You will reimburse the Credit Union or its Providers for any fees it incurs in attempting to collect the amount of the return or unfunded bill payment transaction from you;
- iv. To reimburse the Credit Union or its Providers the transaction amount that has been returned to the Service or unfunded, to pay the Credit Union for any fees imposed as a result of the return or unfunded bill payment transaction, or to reimburse the Credit Union or its Providers for any costs or fees incurred resulting from a return or unfunded bill payment transaction by you or incurred in attempting to recover such amounts from you, you authorize the Credit Union, in our sole discretion, to debit any of your accounts with us, bill you, and/or set off against any amounts we owe you without prior notice; and
- v. The Credit Union and its Providers are authorized to report the facts concerning the return to any credit reporting agency; and
- vi. The Credit Union or its Providers may utilize third parties (including without limitation collection agencies) to pursue, collect, or recover any amounts owed or otherwise enforce the rights of the Credit Union or its Providers.

## **8. Expedited Payment**

An expedited payment allows you to send an accelerated payment to a Payee through the Service as either a same day electronic payment or a check sent overnight, depending upon our relationship with the Payee. Expedited payments may not be available for each of your Payees. An expedited payment fee, as listed in the Credit Union's Fee Schedule(s), will be charged to your Funding Account for each expedited payment made. Once you have submitted an expedited payment transaction for processing, you cannot cancel, edit, or place a stop payment request on it. Expedited payments cannot be sent to an address in Hawaii, Alaska, or to a P.O. Box. It is important that you follow the instructions presented in the Service when making an expedited payment - failure to do so may cause your payment to be delivered late or returned as undeliverable, for which the Credit Union will not be held responsible.

## **9. Electronic Bill Delivery and Presentment**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

- a. **INFORMATION PROVIDED TO THE BILLER.** The Credit Union is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.
- b. **ACTIVATION.** Upon activation of the electronic bill feature, the Credit Union or its Providers may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

c. **AUTHORIZATION TO OBTAIN BILL DATA.** Your activation of the electronic bill feature for a Biller shall be deemed by the Credit Union and its Providers to be your authorization for us to periodically obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to periodically obtain your bill data from the Biller.

d. **NOTIFICATION.** The Credit Union will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Credit Union may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

e. **CANCELLATION OF ELECTRONIC BILL NOTIFICATION.** The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You or we may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Credit Union will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Credit Union will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

f. **NON-DELIVERY OF ELECTRONIC BILL(S).** You agree to hold the Credit Union harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

g. **ACCURACY AND DISPUTE OF ELECTRONIC BILL.** The Credit Union is not responsible for the accuracy of your electronic bill(s). The Credit Union is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly. This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

## **10. Disclosure of Information to Third Parties**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations:

- a. Where it is necessary for completing transactions;
- b. Where it is necessary for activating additional services;
- c. In order to verify the existence and condition of your account to a credit bureau or Payee;
- d. To a consumer reporting agency for research purposes only;
- e. In order to comply with a governmental agency or court orders; or,
- f. If you give us your express permission.

[Click Here](#) to review the Credit Union's Privacy Policy.

## **11. Errors and Questions**

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

- a. Telephone us at (888) 982-1400 during business hours
- b. Contact us during business hours using our online chat service at: <https://unitedfcu.com/>
- c. Send us a secure message by logging in to online banking
- d. Write us at:

United Federal Credit Union  
PO Box 125  
Saint Joseph, MI 49085

If you think your account statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the first statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and member number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

We will determine whether an error occurred 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 question. If we decide to 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 accounts, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three 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.

## **12. Service Fees and Additional Charges**

The Service fees outlined in the Credit Union's Fee Schedule(s) are incorporated into this Agreement by reference. You agree to pay such fees and charges for the Service and you authorize the Credit Union to debit the amount of any applicable fees and charges from your designated Funding Account. Any financial fees associated with your share accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

## **13. Amendments**

This Agreement, applicable fees and service charges may be amended by the Credit Union from time to time. Any use of the Service after the Credit Union provides you a notice of change will constitute your agreement to such change(s). Further, the Credit Union may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete.

## **14. Address Changes**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. All changes made with the Credit Union are effective the next day and will be effective for pending and future payments. The Credit Union is not responsible for any payment processing errors or fees incurred if you do not provide accurate contact information. International addresses are not allowed for the Service. In the event you have an international address on file with the Credit Union, you may request that we replace your actual address with the Credit Union's address in order for you to utilize the Service. This address is only applicable to this Service and does not affect any of your other account relationships or services.

## **15. Service Termination, Cancellation, or Suspension**

In the event you wish to cancel the Service, you must contact us by sending a secure message through online banking, visiting us at a branch, calling us at (888) 982-1400 during business hours, or by mail at:

United Federal Credit Union

PO Box 125  
Saint Joseph, MI 49085

Any payment(s) already processed before the requested cancellation date will be completed by the Credit Union. All Pending Payments, including recurring payments, will not be processed once the Service is cancelled. The Credit Union may terminate or suspend the Service to you at any time and for any reason. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

#### **16. Information Authorization**

Your enrollment in the Service may not be fulfilled if the Credit Union cannot verify your identity or other necessary information. By enrolling in the Service, you agree that the Credit Union may periodically request a credit report from a credit reporting agency at its own expense. In addition, you agree that the Credit Union may obtain financial information regarding your account from a Payee or Biller (for example, to resolve payment posting problems or for verification).

#### **17. Disputes**

In the event of a dispute regarding the Service, you and the Credit Union 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 Credit Union which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Credit Union for the Service. If there is a conflict between what an employee of the Credit Union says and the terms of this Agreement, the terms of this Agreement will prevail. You agree to pay the Credit Union's reasonable attorneys fees and costs for any actions we take to enforce this Agreement.

#### **18. Indemnity**

You agree to defend, indemnify and hold the Credit Union and its Providers harmless from and against any third party claims, including any damages, costs, expenses and attorneys' fees arising out of your use of the Service.

#### **19. Other General Terms**

a. OTHER AGREEMENTS. In addition to this Agreement, you agree to be bound by and will comply with all terms and conditions applicable to your relationship with United Federal Credit Union, including without limitation those described in your United Federal Credit Union Membership and Share Account Agreement, prior receipt of which you acknowledge.

b. SEVERABILITY. In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, they will be considered changed to the extent necessary to comply with applicable law and in a manner that comes closest to expressing the intent of such unenforceable term. The remaining terms and the application of the challenged term to persons or circumstances other than those as to which it is declared invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law. All headings are intended for reference only and are not to be construed as part of the Agreement.

c. ENFORCEMENT. You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from any of your accounts with us without prior notice to you. This Agreement shall be governed by and construed under the laws of the State of Michigan as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Michigan law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

d. SURVIVABILITY. The Section 7f, Section 7h, Section 7i, Section 18, and Section 19 of this Agreement shall survive the termination of this Agreement.



I agree and wish to enroll