

## **BILL PAY AGREEMENT**

Effective 1/1/2015

Note: All references to the "the Service" reflect the bill payment service offered by Credit Union of America (CUA).

### **BILL PAYMENT SERVICE**

As used in these Terms and Conditions (the "Agreement"), the term "Payee" means the person or entity to whom you wish a bill payment to be directed; "Payment Instruction" means 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 payment date); "Payment Account" means your checking account from which all bill payments will be made; "Business Day" means Monday through Friday, excluding Federal Reserve holidays; "Scheduled Payment Date" means the Business Day of your choice upon which your bill payment will begin processing and your Payment Account will be debited; and, "Cutoff Time" means 3:00 p.m. Central Time on any Business Day (Monday through Friday, not counting federal holidays) and is the time by which you must transmit Payment Instructions to have them considered entered on that particular Business Day. "Payment 2 Payment" means a payment delivered by electronic means, where it is only necessary to know the payee's valid email address. "eBill" means the ability to receive bill summary information from eligible payees and to initiate a payment to them. "Subscriber", "you" and "your" means the member using "the Service".

By providing the Service with the names and account information of those Payees to whom you wish to direct payment, you authorize the Service to follow the Payment Instructions that it receives through the payment system. When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account on the selected Scheduled Payment Date and remit funds to the Payee on your behalf. The minimum payment amount is \$1.00 and the maximum payment amount is \$10,000.00.

While it is anticipated that most transactions will be processed and completed on the next Business Day after your Scheduled Payment Date, and arrive approximately five (5) Business Days (check payments) or three (3) Business Days (electronic payments) after your selected Scheduled Payment Date, it is understood that due to circumstances beyond the control of the Service (mail service), particularly delays in handling and posting payments by slow responding Payees or financial institutions, some transactions may take a day or even a few days longer to be credited by your Payee to your Payee account. For this reason, it is necessary that all Scheduled Payment Dates selected by you be no less than five (5) Business Days before the actual due date, not the late date and/or a date in the grace period. First time payments to new payees, are made via check payments and will follow the five (5) Business Day receipt process.

Payment Instructions entered after the Cutoff Time (3:00 p.m. CST) or on non-Business Days will be considered entered in the Service on the next Business Day. If you properly follow the procedures described herein, and the Service fails to send a payment according to the Payment Instructions received, the Service will bear responsibility for late charges (\$50.00 maximum excluding prohibited payments.) In any other event, including, but not limited to, choosing a Scheduled Payment Date less than five (5) Business Days before the actual due date, the risk of incurring and the responsibility for paying any and all late charges or penalties shall be your responsibility.

A bill payment is a "Pending Payment" starting from the time you enter Payment Instructions until the payment is "In Process." A bill payment is "In Process" starting at the Cutoff Time on the Business Day of the Scheduled Payment Date and continuing up to the next Business Day between 9 a.m. and 11:00 a.m. CST. A bill payment is considered "Completed" on the next Business Day after 11:00 a.m. You may cancel or edit any Pending Payment (including recurring payments) by no later than the cut-off time on the day the payment is scheduled. There is no charge for canceling or editing a Pending Payment. We may not have a reasonable opportunity to act on any stop payment or cancellation order given after a payment is In Process and it is not possible to stop or cancel a payment which is Completed.

If you desire to cancel or stop any payment which is "In Process" you must call the Electronic Services Department at 316-265-3272 ext 192 or toll free 800-256-8049, ext 192 between 9 a.m. and 11:00 a.m. on the next business day following the date of payment capture. Although we will make every effort to accommodate your request we will have no liability for failing to do so. Stop payment requests sent to us via electronic mail or in any other manner will not reach us in time for us to act on your request. Such stop payment requests will be accepted only if we have a reasonable opportunity to act on such requests. If you call, we may also require you to present your request in writing within fourteen (14) days after you call. The charge for each stop payment order will be the then current charge for

such service as set forth in the applicable fee schedule, which is available on our web site [www.cuofamerica.com](http://www.cuofamerica.com) or in person at any of our branches.

### **SERVICE FEES**

This service is free for unlimited bill pay transactions. There may be a charge for additional transactions, such as stop payments, rush payments, gift checks, and check copies, and other optional services. You agree to pay such charges and authorize the Service to charge your designated Payment Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your standard deposit accounts (overdraft protection/non-sufficient charges/transfer fees, etc) 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.

All Service Fees will be the current charge as disclosed in the current applicable fee schedule, which is available on our web site [www.cuofamerica.com](http://www.cuofamerica.com) (Tools/Resources, Disclosures/Security), or in person at any of our branches.

### **HOW TO SET UP PAYEES/PAYMENTS**

If you wish to add a new "PAYEE", select the "PAYEE" tab located in the Service. You should use a current bill from that payee to accurately set up the payment address and account number. Payments may be sent to any payee within the United States (including U.S. Territories and APO's/AEO's).

### **RECURRING PAYMENTS**

When a recurring payment is processed, and based on your selected frequency settings for that payment, it is automatically rescheduled by the system. If the calculated processing date is a non-business date (usually weekends/holidays), it is adjusted based on how you select the following rules:

- Selecting the PAY BEFORE option, the processing date for the new payment occurrence is adjusted to the first business date prior to the calculated processing date.
- Selecting the PAY AFTER option, the processing date for the new payment occurrence is adjusted to the first business day after the calculated processing date.

If your frequency settings for a recurring payment specify the 29th, 30th or 31st as a particular day of the month, and that day does not exist in the month of the processing date, the payment will be processed on the last calendar day of that month.

### **PERSON TO PERSON PAYMENTS**

CUA will not be responsible for delivery of payments where the Subscriber has not provided the accurate email address of the recipient. The daily limit is \$500 per recipient.

### **EBILL PAYMENTS**

Some payees may not elect to participate in the eBill presentment Service. Payees that are eligible for the eBill service will be provided by the Service. You must enroll the eligible payees, agree to the terms and conditions and provide your login ID credentials to the payee's biller direct site. CUA will not be liable if the payees biller site fails to provide new billing information, ceases to participate in the Service, or removes the subscriber from the service due to non-payment status. The subscriber will be notified by email if the payee is no longer eligible for eBill, when a new eBill is available, when eBill is set up, or when eBill is cancelled. If the subscriber becomes "locked" in the eBill payee website, the subscriber must contact the eBill payee to unlock their security before payments can be made. Balance information for the eBiller payee, is the balance as of "their statement date", not the current date. You may not request a payee be added as an eBiller.

### **SPECIAL NOTES**

Credit Union of America reserves the right to refuse the designation of a "PAYEE" or Payment for any reason. For payments to be made the same day as entry, the cut-off time for entry is 3:00 p.m. CST Monday-Friday. Payments scheduled for the same day but after the cut-off time, will be processed on the next business day. A payment may be changed or cancelled (by the member) any time prior to the cut-off time on the scheduled processing date.

CUA is not responsible for any payments that cannot be made due to incomplete, incorrect, or outdated information. If a payment is scheduled and your checking account has insufficient funds to process the payment, CUA reserves the right to cancel payment and a non-sufficient funds charge may be imposed. You may re-enter that payment when

the funds in the checking account are sufficient to process the payment. Please see the current fee schedule at [cuofamerica.com](http://cuofamerica.com), Tools/Resources, Disclosure/Security or visit one of our branches.

The system will calculate the "Estimated Arrival Date" of your payment. This is only an estimate, so please allow ample time for your payments to reach the "Payees". CUA will not be responsible if the payment arrives after the "Estimated Arrival Date".

### **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

If you tell us within two (2) Business Days after you discover your bill payment password or other means to access your account has been lost or stolen, you can lose no more than \$50.00 if someone uses your bill payment password or other means to access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your bill payment password or other means to access your account if you had told us, you could lose as much as \$500.00. If your monthly statement contains transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may lose any amount transferred 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 long trip or a hospital stay) prevented you from telling us, we may extend the period.

### **ERRORS AND QUESTIONS**

In case of errors or questions about your transactions, you should as soon as possible:

1. Telephone us at 316-265-3272 or toll free at 800-256-8049 during normal business hours; or,
2. Write us at:

Credit Union of America  
PO Box 47528  
Wichita, KS 67201-7528

If you think that your statement is wrong or you need more information about a transaction listed on the statement, we must hear from you no later than sixty (60) days after you received the first statement on which the problem or error appeared.

You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (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 forty-five (45) days to investigate the complaint or question. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error, so that you may 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 ten (10) Business Days, we may not provisionally credit your Payment Account. If we decide there was no error, we will mail you a written explanation within three (3) Business Days after we finish the investigation. You may ask for copies of documents which we used in our investigation. The Service may revoke any provisional credit provided to you if we find that an error did not occur.

### **DISCLOSURE OF ACCOUNT 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 only in the following situations:

1. Where it is necessary for completing transactions;
2. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
3. To a consumer reporting agency for research purposes only;
4. In order to comply with a governmental agency or court orders; or,
5. If you give us your written permission.

In addition, you agree that the Service reserves the right to share financial information regarding your account from a Payee or financial institution to resolve payment posting problems. To view our complete privacy policy, visit our website [www.cuofamerica.com/Tools & Resources/Disclosures & Security/Privacy Policy](http://www.cuofamerica.com/Tools & Resources/Disclosures & Security/Privacy Policy).

## **LIMITATIONS/LIABILITIES**

### **PASSWORD AND SECURITY**

You agree not to give or make available your on-line banking password or other means to access your account to any unauthorized individuals. You are responsible for all bill payments you authorize using the Service. If you permit other persons to use your on-line banking password, providing access into bill payment, you are responsible for any transactions they authorize. If you believe that your on-line banking password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 316-265-3272 or toll free at 800-256-8049 during normal business hours.

### **IN THE EVENT A SERVICE TRANSACTION IS RETURNED**

In using the Service, you are requesting the system make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are not sufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances, you will receive a return notice from Credit Union of America. If a payment is returned to the Service due to invalid information or inability to deliver, the funds will be returned to you when the return payment is received and the funds are returned to CUA from the payment vendor. You are responsible for any payment made by CUA on your behalf.

### **ALTERATIONS AND AMENDMENTS**

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall send notice to you at your address as it appears on the Service's records. Any use of the Service after the Service sends you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the programs, services, and/or related material and limit access to the Service's more recent revisions and updates.

### **ADDRESS OR BANKING CHANGES**

You agree to promptly notify in writing the Member Service Department of any address change or email address change. Additionally, you agree to notify the Member Service Department in writing at least ten (10) Business Days in advance of any change in your Payment Account or your banking status.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability if it is unable to complete any payments initiated by you through the Service because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the available funds of your overdraft account;
2. The bill payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. The Payee mishandles or delays a payment sent by the Service;
4. You have not provided the Service with the correct name, phone number or account information for the Payee; or,
5. Circumstances beyond the Service's control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.
6. Payments made to payees residing outside of the United States of America.

Provided none of the foregoing six(6) exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account and for directing to the proper Payee any previously misdirected transactions.

You will be responsible for any bill payment request that you make that contains an error or is a duplicate of another bill payment, or you did not properly follow the instructions for making a bill payment. CUA is not liable for any failure to make a bill payment if you fail to promptly notify us after you learn that you have not received credit from a "Payee" for a bill payment.

CUA is not responsible for your acts or omissions or those of any other person including without limitation, any transmission or communications facility, and no such party shall be deemed to be CUA's agent.

#### **TERMINATION OR DISCONTINUATION**

In the event you wish to discontinue the Service, you must contact the Member Service Department in writing. Such notice of service discontinuance must be supplied ten (10) days prior to the actual discontinuance date and must be sent to:

**Credit Union of America  
PO Box 47528  
Wichita, KS 67201-7528**

The Service may terminate service to you at any time and/or revoke your right to use software. Neither termination nor discontinuation shall affect your liability or obligations under this Agreement.

#### **PAYEE LIMITATION**

The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service is obligated to notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment under this Agreement.

#### **ADVISORY AGAINST ILLEGAL USE:**

You agree not use the Bill Payment service for illegal gambling or any other illegal purpose. Use of the Service for illegal purposes may result in cancellation of the Service by CUA.

#### **INFORMATION AUTHORIZATION**

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information.

#### **DISPUTES**

**In the event of a dispute regarding the Service, you and the Service 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 an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.**

#### **ASSIGNMENT**

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

#### **NO WAIVER**

**The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.**

#### **CAPTIONS**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

#### **TERMINATIONS**

**CUA has the right to terminate this agreement at any time. You may terminate this agreement by written notice to CUA at any time. You remain obligated for any payments made by CUA and the Service on your behalf. CUA is not responsible for any payment made before we have the reasonable opportunity to act on your termination notice.**

**EXCLUSIONS OF WARRANTIES**

**THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUA is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission, communications facility or Internet Service Provider (ISP), and no such party shall be deemed to be CUA's agent.**

**THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND OR THE SERVICE**

**GOVERNING LAW**

**This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.**