

## Bill Pay Agreement and Disclosure

### **Bill Pay Service**

I acknowledge electronic receipt of the Terms and Conditions Agreement (“Agreement”) associated with the Credit Union’s (SCCU) Internet Bill Pay Service and agree that I have read and will abide by this agreement. I also agree SCCU does not need to provide me with an additional paper (non-electronic) copy of this Agreement unless specifically requested.

All references within this document to the terms “Payment Service” and /or “the Service” reflect the Internet Bill Pay Service offered by the Credit Union.

### **Enrollment for the Bill Pay Service**

You agree that The Credit Union may refuse enrollment and or revoke use of our Internet Bill Pay Service if unauthorized account access and/or transactions occur as the apparent result of negligence in the safeguarding of the Account Number and PIN(s) belonging to you and/or your authorized user. Furthermore, you agree that, if the Credit Union is notified that you have included the credit union in the filing of a petition of bankruptcy, the Credit Union may revoke or refuse to grant you Bill Pay Service. Furthermore to include but not limited to any person(s) causing hardship or loss to the Credit Union.

**Note:** Subscribers to this service must live within the United States, its possessions and territories.

### **Definitions**

“Account” means the account that you have designated to be debited for electronic payments (or payments issued by check) made by you to Payee(s).

“Payment Account” means your Checking or Savings Account and, in the instance of non-sufficient funds and/or an overdrawn account, any applicable share account or available balance on line of credit accounts (e.g., line of credit overdraft accounts) at SCCU, from which all Bill Pays may be made and/or such funds collected.

“Payee” and “Payees” mean any individual(s), financial institution(s), company(s), merchant(s) or other business entity or entities in the United States or Territory thereof that you wish to pay using SCCU Bill Pay Services.

“Payment Date” means the Business Day of your choice upon which your bill payment will be made and your Payment Account will be debited.

“Business Day” means Monday through Friday, excluding Federal and State Holidays.

“Cutoff Time” means 5:00pm Central Standard Time, Sunday through Thursday, and is the time by which you must complete payment instructions to have them considered entered on that Business Day.

### **Processing Information**

Through these Payment Services, you can pay bills either on an automatic, recurring basis or periodically as you request. You must provide us with the name and address of each Payee, your account/reference number (if any) with that party and any other information we require to properly debit your Account with us and credit your account with the Payee. You may not make any alimony, child support, tax or other governmental or court-ordered payment using this Service.

By providing SCCU the names and account information of those entities and/or persons to whom you wish to direct payment, you authorize the credit union to follow the Payment Instructions that it receives from you through this Service. When the Service receives a payment instruction, you authorize it to debit your Payment Account and remit funds on your behalf so that the funds arrive as close to the Business Day designated by you as soon as reasonably possible.

For this reason, it is necessary that all Payment Dates selected by you be no less than 5 Business Days before the actual date for payments that are being sent by check and 3 Business Days for payment sent electronically, (not the late date and/or a date in the grace period). It is your responsibility to schedule your bill payments in such a manner that our obligations will be paid on time. Payment instructions entered after the Cutoff Time or on a non-Business Day will be considered entered for the next Business Day. We deduct the amount of your transaction from your Account on the date your request payment be issued. If the date on which you schedule a payment falls on a weekend (this would be Friday or Saturday) or holiday, we process the payment 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 all late charges. In any other event, date on or past the due date stated on your invoice or bill, the risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by you.

When you sign up for this Service, you must designate an account with us as your Account for use in connection with this Service. Using these Services, you may make payments in any amount not to exceed \$10,000.00. We reserve the right to enforce minimum and maximum payment amounts different from those listed here.

We may refuse to act on your instruction if sufficient funds, including funds available under any overdraft loan, are not available in your Account on the date we attempt to process payment. Your Account will be subject to the current Non-Sufficient Funds Fees as disclosed in our Rate and Fees Brochure.

### **How Payments Are Made**

Based on the information you have provided to us regarding the Payee, we process Payments by either sending an electronic transmission to the Payee or by mailing a draft to the Payee. **Please note:** Payees who receive payments via electronic delivery will also receive your payment information, including the Account number, through an electronic link generally within 3 business days. All draft payments are mailed through the U.S Postal Service. Draft payments are generally received and credited by most Payees within five to seven business days.

The method of Payment depends upon the processing method that can be accommodated by the Payee or the Service (e.g., some Payees are unable to accept electronic payments).

**Note:** Your SCCU loan accounts may not be paid by using the Bill Pay Service, but instead may be paid by using the transfer option via Online Banking or by automatic transfer from your SCCU checking or savings account.

### **Canceling Payments**

You may cancel or edit any pending payment. However, to do so, we must receive your instruction to cancel prior to the date the transaction is scheduled to be processed. If we do not receive your instruction to cancel a transaction before that time, the payment will be processed. If you desire to cancel or stop any payment which is in "In Process" you must contact SCCU directly at 612-673-4523. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. Stop payment requests will be accepted only if we have a reasonable opportunity to act on such a stop payment order. 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 current charge for such service as disclosed in our Rate & Fee Schedule.

### **Our Rights and Responsibilities**

If you provide us with timely, complete, correct and accurate information and we do not then accurately complete the Bill Payment from your account or if we fail to cancel a transaction as properly requested or in the correct amount according to your instructions, we are liable for your losses or damages as provided herein. Our sole responsibility for an error will be to correct the error. There are some exceptions to our liability for processing transactions on your Account.

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 of the following circumstances:

1. If, through no fault of ours, your Payment Account does not contain sufficient funds to complete the payment or transfer, including any available overdraft coverage as noted on your Membership Application and Agreement or on any subsequent Account Change Card. Per Federal regulation, pre-authorized telephone, Internet or automatic transfers from prime share savings to cover Checking overdrafts cannot exceed six in number per calendar month.
2. If your operating system or software was not properly installed or functioning properly;
3. If a legal order directs us to prohibit withdrawals or transfers from the Account;
4. You have not provided the Service with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment;
5. If circumstances beyond our control such as interruption of telephone service or telecommunication facilities, natural disaster such as fire or flood, or handling of payments by a third party prevent the transfer, despite reasonable precautions taken by us;
6. If you, or anyone authorized by you, commits any fraud or violates any law or regulation; or as otherwise stated in your Account Agreement.

Provided none of the forgoing six (6) exceptions to the Service's performance obligations 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 person or entity 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 recipient any previously misdirected payments or transfers.

## **Your rights and Responsibilities**

### ***Authorized Users of Services***

You are responsible for keeping the Password and Account data confidential. We are entitled to act on transaction instructions received using your Password, and you agree that use of the Password will have the same effect as your signature authorizing the transaction. If you authorize other persons to use your Password in any manner, said authorizations will be considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization and changed the Password. You are responsible for any transactions made by such persons until you notify us that transfers by that person are no longer authorized and we have a reasonable opportunity to act upon the change of your Password.

You must notify us immediately if you believe that the Password has been lost or stolen or that someone has transferred or may transfer money from your Account without permission or if you suspect any fraudulent activity in connection with your Account.

**Note:** Federal law requires that if you believe the Password has been lost or stolen, and you notify us within two (2) business days after learning of the loss or theft, you can be liable for no more than \$50.00 if someone used the Password without your permission. If you fail to notify us within two (2) business days after you learn of unauthorized access to your account or that your password has been lost, stolen, or compromised, and we can prove that it could have prevented the unauthorized access to your account had you notified us, you could lose as much as \$500.00. If your monthly statement or account detail reflects any transfers or payment that you did not make, tell us at once if you do not tell us within sixty (60) days, provided that we may prove that we could have stopped someone from taking the money if you had told us on time. If a good reason (such as a long trip or hospital stay) prevented you from telling us, we may extend the time periods."

### **Address Changes**

You agree to promptly notify us in writing of any address change. Changing your address through the service does not automatically update your address of record at the Credit Union.

### **Error and Questions**

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

1. Telephone us at: 612-673-4523
2. Write us at: 425 Portland Ave Minneapolis, MN 55488
3. Tell us your name and account number
4. Describe the error or the transfer 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
5. Tell us the dollar amount of the suspected error

If you notify us orally or by electronic communications, we may require that you send us a complaint or question in writing within ten (10) business days after providing verbal notification.

We will notify 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 45 days to investigate the complaint or question. If we decide to do this, we will re-credit your account within ten (10)\* Business Days for the amount of the suspected error, so that you may have the use of the funds during the time it takes us to complete our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within ten (10) Business Days, we may not re-credit your account.

If we determine there was no error, we will send you a written explanation within three (3) Business Days after we finish the investigation. We may revoke any provisional credit provided to you if we find that an error did not occur. You may ask for copies of documents which we used in our investigation.

\*If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

### **Consumer Privacy and Confidentiality**

The importance of maintaining the confidentiality and privacy of the information provided by our members is one of our highest priorities. You should carefully review our Internet Privacy Statement that is deemed a part hereof by this reference.

We recognize the importance of protecting the confidentiality of your personal information. Personal information includes all of the personally identifying information that you provide to us in connection with the Account and use of this Service. However, we may disclose or request personal information about you to third parties:

1. If we have entered into an agreement with another party to provide any or a portion of the Electronic Bill Pay Services. In this case, we will provide that party with information about your Account, Bill Pays and your communications with us in order to carry out your instructions;
2. If it is necessary for completing transactions or otherwise carrying out your instructions;
3. If it is necessary to verify the existence and conditions of the Account;
4. In order to comply with applicable laws, government agency rules, regulations or orders, court orders, subpoenas or other legal process or in order to give information to any government;
5. To a consumer reporting agency for quality assurance;
6. If you otherwise give us specific permission.

***Modifications to User Terms and conditions***

We reserve the right to change the charges, fees or other terms described herein. As we may alter these terms and conditions at any time, it is your responsibility to periodically review this document in order to ensure your continued compliance herewith. When changes are made to any fees or charges, a notice will be posted or sent to you at least thirty (30) days before the effective date of any additional fees or of any stricter limits on the type, amount, or frequency of transactions, unless an immediate change is necessary to maintain the security of the system or unless such change or amendments are otherwise required by law or applicable regulation.

As always you may choose to accept or decline changes by continuing or discontinuing your use of this Service. Your continued use of this Service constitutes acceptance of all changes to these terms and conditions. The terms of your Account Agreements shall continue to apply.

***Governing Law***

These terms and conditions shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict of law provisions. Your existing Account relationships shall continue to be governed by and construed in accordance with the laws as set forth in your Account Agreement.

***Scope***

These terms and conditions represent our complete agreement with you relating to our provision of the Bill Pay Services. No other statement, oral or written, including other language contained on our website, unless otherwise specifically stated herein, is part of these terms and conditions.