



Bill Payment Agreement and Disclosure

1. Introduction

Federal Employees of Chippewa County Credit Union strives to provide you with the highest quality Bill Payment Service (the "Service") available. By enrolling in the Service, you agree to all the terms and conditions contained in this Agreement and Disclosure (the "Agreement") and the Electronic Funds Transfers Agreement and Disclosure.

We may offer additional Bill Payment services and features in the future. Any such added Bill Payment service and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Bill Pay service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Bill Payment services we offer without notice, except as required by Law.

2. Definitions

As used in the Agreement and Bill Payment services, the following words have the meanings given below:

"You" and "Your(s)," mean each person with authorized access to your Account(s) who applies and uses the Bill Payment service.

"We," "Us," "Credit Union," and "FECCCU" means Federal Employees of Chippewa County Credit Union.

"Payee(s)" means the vendor, biller, person or entity to whom you wish a bill payment to be directed.

"Payment Instructions" means the information provided by you to the Credit Union for a bill payment to be made to your Payee (e.g. payee name, account number, payment amount, payment date, etc.).

"Payment Account" means your Checking Account and, in the instance of nonsufficient funds and/or an overdrawn account, any applicable share account or available balance on line of credit accounts at the Credit Union.

"Business Day" means Monday – Friday, excluding Federal Holidays.

"Payment Date" means the Business Day of your choice upon which your bill payment will be made and your Payment account will be debited.

"Cutoff Time" means 5:00 p.m. EST.

3. Bill Payment Service

Description of Service. You may use the bill paying service to direct FECCCU to make payments from your checking account to the Payees you choose in accordance to this agreement.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Bill Payment. We may also reserve the right to modify the scope of the Service at any time.

Use of Service. By providing FECCCU with 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 or your authorized user through the Bill Pay Service. When the Credit Union receives such 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 six (6) Business Days before the actual due date for payments that are being sent by check and three (3) Business Days for ACH payments, (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 your obligations will be paid on time. Payment instructions entered after the Cutoff Time or on a non-Business Day will be considered entered in the Credit Union on the next Business Day. If you properly follow the procedures described herein, and the Credit Union fails to send a payment according to the Payment Instructions received, the Credit Union will bear responsibility for all late charges. In any other event, including but not limited to choosing a Payment Date which is not six (6) Business Days before 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.

The Credit Union will use its best efforts to make all your payments properly. However, the Credit Union will incur no liability if it is unable to complete any payments initiated by you through the Credit Union 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 payment transfer, or the transfer would exceed the credit limit of your established line of credit account, if applicable;
2. The bill payment processing center is not working properly and you know or have been advised by the Credit Union about the malfunction before you execute the transaction;
3. The Payee mishandles or delays a payment sent by the Credit Union;
4. You have not provided the Credit Union with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment;
5. Circumstances beyond the Credit Unions control (such as, but not limited to, fire, flood, or interference from an outside force) that prevent the proper execution of the transaction and the Credit Union has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing five (5) exceptions to the Credit Unions performance obligations are applicable, if the Credit Union causes 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 Credit Union 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.

Payments will be made to your Payee either electronically via the Automated Clearing House (ACH) or by check. The method of payment depends on the processing method that can be accommodated by the Payee or Credit Union (e.g., some Payees are unable to accept electronic payments).

The system will calculate the Estimated Arrival Date or your payment, this is only an estimate, please allow ample time for your payment to reach your Payees.

Failed or Returned Payments. In using this Service, you are requesting the Service to 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 insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed.

Stop Payments. The ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The request 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 then current charge for such service as disclosed in our Rate and Fee Schedule.

Stop payment request cannot be submitted for electronic payments. For Electronic payments, you can cancel a payment that has not yet been processed simply by deleting the request within the Bill Payment Service. Electronic payments that have already been processed cannot be canceled or stopped.

Payment Limits. Payment limits are \$9,999.99 per transaction with a daily transaction limits of \$20,000.00 per member.

Prohibited Payments. The following payment types are prohibited; Tax Payments, Court Ordered Payments and Payment to Payees outside of the United States.

The Service does not support expedited payments.

Other Agreements. You agree that, when you use Bill Payment, you remain subject to the terms and conditions of your existing agreements. Any deposit account, loan or other banking product accessed through this Service is also subject to the Account Agreements and Disclosures provided at the time of Account opening. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to the use of Bill Payment.

4. Charges and Fees

As an active user of Bill Payment you will not be charged a monthly service fee.

You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection. We may process transfers that exceed your available balance at our sole discretion. If we process the transfer and unless your overdraft protection is provided via an Overdraft Line of Credit, you agree to cover any overdraft amount plus any applicable fees.

The Credit Union reserves the right to charge for research time involving payments no longer available in your screen history.

5. Your Responsibilities

You represent and agree to the following by enrolling for Bill Payment or by using the Service:

Account Ownership/Accurate Information. You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Bill Payment. You represent and agree that all information you provide to us in connection with Bill Payment is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Bill Payment. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

User Security. You agree to take every precaution to ensure safety, security and integrity of your account and transaction when using Bill Payment. You agree not to provide your username, password or other access information to unauthorized person. If you permit other persons to use login information, or other means to access Bill Payment, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

6. Termination.

FECCCU reserves the right to terminate this Service in whole or in part at any time with or without cause and without prior written notice as allowed by Law. Termination of the Service does not affect your obligations under this Agreement in respect to occurrences before termination.

In the event that you do not have any activity over a 60 day period, your Bill Payment will be terminated.