

## **Terms and Conditions Agreement for USE CREDIT UNION's Online BillPay & Presentment Service**

### **Supplemental Agreement & Acknowledgement**

Effective November 1, 2009

PLEASE PRINT AND SAVE THIS DOCUMENT FOR YOUR RECORDS

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**Note: All references within this document to the terms "Payment Service" and/or "the Service" reflect the Online BillPay Service offered by USE CREDIT UNION.**

### **Electronic Disclosure of the Terms and Conditions Agreement for the Online BillPay Service**

#### **ACKNOWLEDGMENT**

Please read and acknowledge by clicking on the button below:

**I/we authorize** USE CREDIT UNION to post payment transactions generated by computer or a handheld mobile device from the bill paying service to my/our USE checking account. I acknowledge electronic receipt of this Terms and Conditions Agreement ("Agreement") associated with USE CREDIT UNION's Online BillPay Service and agree that I have read and will abide by this Agreement. My/our use of BillPay signifies that I/we have read and accepted all the terms and conditions of the bill paying service. I also agree that USE CREDIT UNION does not need to provide me with an additional, paper (non-electronic) copy of this Agreement unless specifically requested. Further, I understand that a copy of this Agreement can be printed, by using my browser's print command and a printer.

This agreement describes our BillPay service and includes information about your rights and obligations when you use this service. This agreement supplements our Account Agreement & Disclosure Statement and our Electronic Services Disclosure & Agreement provided to me previously, which by reference are incorporated here in their entirety. We may change this agreement at any time. We will send you notice of any changes that affect your rights and obligations. When you use this service or authorize others to use it, you agree to the terms of this supplemental agreement.

#### **ACCESS TO SERVICE**

To use our Online BillPay service, you need access to the Internet. You must designate a USE Credit Union checking account as your BillPay account. Your payments are deducted from this account. If you close your BillPay checking account, or it is no longer linked to your BillPay service, your BillPay service will end and any unprocessed BillPay service transactions will be canceled.

#### **USE OF A THIRD-PARTY BILLPAY SERVICE PROVIDER**

FIS Corporation ("FIS") is the third-party BillPay service provider who USE CREDIT UNION has contracted with to provide BillPay service to its members. FIS will be processing BillPayments and answering questions directly related to these member-initiated BillPayments. Accordingly, the term "FIS Customer Support" represents the customer service provided by FIS to USE CREDIT UNION's BillPay subscribers on USE CREDIT UNION's behalf. USE CREDIT UNION, at its sole discretion, reserves the right to change Online BillPay service providers.

#### **ONLINE BILLPAY SERVICE**

As used in this Agreement, the term "Payee" means the vendor, biller, person or entity to whom you wish a BillPayment to be directed; "Payment Instructions" means the information provided by you to the Service for a BillPayment to be made to your Payee (e.g., Payee name, account number, payment amount, payment date,

etc.); "Payment Account" means your Share Draft 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., Overdraft Protection Loan) at USE CREDIT UNION, from which all BillPayments may be made and/or such funds collected; "Business Day" means Monday through Friday, excluding Federal holidays; "Scheduled Payment Date" means the Business Day of your choice upon which your BillPayment will be made and your Payment Account will be debited; and "Cutoff Time" means 6:30 p.m., Pacific Time on any Business Day, and is the time by which you must transmit instructions to have them considered entered on that particular Business Day.

By providing the Payment Service with the names and account information of those entities and/or persons to whom you wish to direct payment, you authorize the Service to follow the Payment Instructions that it receives from you or your authorized user through the Online BillPay 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 reasonably possible.

While it is anticipated that most transactions will be processed within five (5) Business Days of your selected Scheduled Payment Date, and it is understood that due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by slow responding companies or financial institutions (Payees), some transactions may take a day or even a few days longer to be credited by your Payee to your account with them.

For this reason, **it is necessary that all Scheduled Payment Dates selected by you be no less than five Business Days before the actual due date, not the late date and/or a date in the grace period.** (For example, the payment should be entered no later than Monday before 6:30pm, Pacific Time, for a payment to arrive on Friday.) Payment Instructions entered after the Cutoff Time or on a non-Business Day 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 all late charges. In any other event, including but not limited to choosing a Scheduled Payment Date which is not five Business Days before the due date or 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.

A BillPayment is a "Pending Payment," starting from the time you enter Payment Instructions until the payment is "Completed." A BillPayment is considered "Completed" on the Business Day you selected as the Scheduled Payment Date. You may cancel or edit any Pending Payment (including recurring BillPay payments) by following the directions provided on the Online BillPay system Online Help. There is no charge for canceling or editing a Pending Payment. Please note: 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 only possible to stop or cancel a paper check for a fee. You may not stop payment on an electronic payment which is "Completed."**

If you desire to cancel or STOP any payment which is "Pending" you may call Member Service Center toll free at 1-866-USE-4-YOU or through Online Banking/Bill Payment you can click on the CANCEL link associated with the payment under the Pending Payments section. 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. 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. Please refer to [the Schedule of Fees & Charges](#) for current Stop Payment Fees.

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 payment or transfer, or the transfer would exceed the credit limit of your established overdraft sources, if applicable (Note: USE CREDIT UNION may, at its option, pay a scheduled BillPayment which exceeds

the balance in the Share Draft Account by transferring the amount of the resulting overdraft from your designated account.) Per Federal regulation, preauthorized telephone, Internet or automatic transfers from share savings to cover share draft overdrafts cannot exceed six in number per calendar month;

2. The BillPayment 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 names, phone numbers, or account information for those persons or entities to whom you wish to direct payment;
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.

Provided none of the foregoing five (5) exceptions to the Service 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.

Payment will be made to your Payee either electronically via the Automated Clearing House (ACH) or by check or depending upon the processing method that can be accommodated by the Payee or FIS (e.g., some Payees are unable to accept electronic payments).

The payment may be deducted from your Payment Account by two methods. The two methods are: 1.) via an electronic debit through ACH or 2.) via a draft drawn on your account and processed through the Federal Reserve System (as if you had written a Share Draft drawn on your Share Draft Account.) All BillPayments debited from your account will appear on your monthly Statement of Account and in Online Banking under the "Transaction Description" section of the Share Draft Account Detail. ACH debits will reflect the name of the Payee as well as the date and amount (e.g., EFT Fedline ACH XYZ Utility Company. All payments can be viewed with the Payee's name, payment amount and payment date by reviewing your recent payment history under the View History/Reports option provided to you as part of the Online BillPay service.

## **PAYMENT PROCESSING**

**I/we understand** that USE CREDIT UNION will deduct the payment amount from my/our checking account within three business days from the date I've/we've indicated for payment. I/we also understand that the date indicated for payment is the date the payment is processed. USE CREDIT UNION is not liable for any service fees or late charges levied against me. I/we understand that I/we am/are responsible for any loss or penalty that I/we may incur due to a lack of sufficient funds or any conditions that may prevent the withdrawal of funds from my/our account.

## **PROCESSING TRANSACTIONS**

You may use our Online BillPay service to pay bills directly from your BillPay checking account to companies or individuals you select. For any transaction, your available account balance including your overdraft protection coverage, if any, must be enough to cover the transaction.

Instructions we receive on a business day before 6:30 p.m. Pacific Time Monday through Friday are processed the following business day (unless you specify a future date). Instructions we receive after these hours are processed on the second business day.

If you instruct BillPay to make a payment or transfer at a future date, we process the transaction on that date if it's a business day. If the date you request is not a business day, we process the transaction the next business day. BillPay business days are Monday through Friday, excluding holidays.

To allow time for the company or individual to receive and process your payments, you must schedule all payments to be processed at least 3 business days if electronic, and 5 business days if by check, before the date your payment is due. Please refer to our then current [Schedule of Fees and Charges](#) for Transaction Fees that apply.

## **TRANSACTION LIMITATIONS**

You are limited to a maximum of \$9,999.99 per each BillPay payment, with a daily transaction limitation of \$19,999.99.

## **SERVICE HOURS**

BillPay service is available 24 hours a day, 7 days a week at the USE Bill Payment Support Line (866) 576-6329.

## **MEMBER SUPPORT SERVICE**

Member Service Center is available at (866) USE-4-YOU (873-4968):

Monday, Tuesday, Thursday, Friday: 8:00 a.m. - 6:00 p.m.

Wednesday: 9:00 a.m. - 6:00 p.m.

Saturday: 9:00 a.m. - 1:30 p.m.

For additional information call our Member Service Center at 866-USE-4-YOU (873-4968), or contact us at [www.usecu.org](http://www.usecu.org).

## **FEES AND CHARGES**

As a participant in the Online BillPay Service, the Online BillPayer Service will be free. In order to keep your account active, you must start using the Online BillPayer Service within 90 days of activation and continue to pay at least one bill per 90 days. If you do not use the Online BillPayer Service within the initial three month period, the Service may be deactivated and you will be required to re-enroll. You will be required to re-register to start receiving the Service again. If your Online BillPay account has no activity for 91 days or more, as measured by the paying of at least one bill, your BillPay service will be deactivated, and you will be required to re-enroll.

While you can make payments to your USE CREDIT UNION loans using the Online BillPay service, you can also make payments using the transfer/payment option on the USE CREDIT UNION Online Account Access service at no charge. Charges for other transactions and optional services can be found on our then current [Fees & Charges Schedule](#).

We do not charge you any fee for access to the Mobile Banking Service. However, you may incur charges to receive internet, cellular or other data service on your mobile phone.

.You agree to pay such fees and 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 share or loan accounts will continue to apply. The Credit Union reserves the right to change the fees at anytime and will notify you 45 days before the changes go into effect.

You are responsible for any and all telephone access fees or Internet service fees that may be assessed by your telephone utility and/or Internet Service Provider.

## **NSF SUSPENSION**

If a payment cannot be made due to non-sufficient funds, your BillPay service will be suspended until we attempt to collect the funds. Additionally, you will be charged Non-Sufficient Funds Fee as disclosed on our then current [Fees & Charges Schedule](#).

## **PROHIBITED PAYMENTS**

The following payment types are prohibited through the Service:

1. Tax Payments (such as state, local or federal)
2. Court Ordered Payments (such as alimony, child or spousal support)
3. Payments to Payees outside the United States or its possessions/territories as detailed in the Payee Limitations section of this Agreement.

Payments may only be debited from U.S. bank accounts and may only be made to payees inside the U.S.

## **PAYEE LIMITATIONS**

The Service reserves the right to refuse to pay any person or entity to whom you may direct a payment. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. You are not permitted to designate governmental agencies or courts. The Service is obligated to notify you promptly if it decides to refuse to pay a person or entity designated by you. This notification is not required if you attempt to pay tax, court related payments or payments outside the United States its possessions/territories (American Samoa, Guam, Marshall islands, Micronesia, N. Mariana Islands, Palau, Puerto Rico and the Virgin Islands), which are prohibited under this Agreement.

## **JOINT ACCOUNTS**

When your Online BillPay service is linked to one or more joint accounts, we may act on the verbal, written or electronic instruction of any authorized signer regarding your service.

## **PASSWORD AND SECURITY**

To access the Online BillPay service you will need to log on to the USE CREDIT UNION's Online Banking service (using the User ID and Password associated with this service) and then click on the Bill Payment tab. You agree not to give or make available your USE CREDIT UNION Online Banking User ID and Password to any unauthorized individuals. You are responsible for all BillPayments you, and your Online BillPay Authorized User, authorize using the Service. If you permit other persons to use the Service or your USE CREDIT UNION Online Banking User ID and Password (even though you have agreed not to disclose this information), you are responsible for all transactions they authorize. If you believe that your USE CREDIT UNION Online Banking access has been lost, stolen or compromised, or that someone may attempt to use the Service without your consent or has transferred money from your account by accessing your account without your permission, you must notify USE CREDIT UNION at once by calling us at 1-866-USE-4-YOU (873-4968).

You also agree that USE CREDIT UNION may revoke your Online BillPay and/or USE CREDIT UNION Online Banking services if unauthorized account access and/or transactions occur as the apparent result of negligence in the safeguarding of the User ID and Password(s) belonging to you and/or your authorized user. Further, you agree that, if USE CREDIT UNION is notified that you have included the credit union in the filing of a petition of bankruptcy, USE CREDIT UNION may revoke or refuse to grant you Online BillPay service and/or USE CREDIT UNION Online Banking to your account.

You are responsible for maintaining the security of your mobile phone and you are responsible for all transfers made using your mobile phone. Although Mobile Banking Service will not display the full account number for any

of your accounts, it will display other sensitive information about your accounts, including balances and transfer amounts. Anyone with access to your mobile phone may be able to view this information.

## **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

Tell us at once if you believe your USE CREDIT UNION Online Banking User ID and/or Password has been lost or stolen, if you believe that an electronic fund transfer has been made without your permission using information from your check or draft, if your mobile phone is changed or service to your mobile phone is terminated, or if you believe that your mobile phone has been lost or destroyed. 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 the credit union within two (2) Business Days after you learn of unauthorized access to your account(s) and/or that your USE CREDIT UNION Online Banking User ID and Password has been lost, stolen or compromised, you can lose no more than \$50.00. If you fail to notify the credit union within two (2) Business Days after you learn of unauthorized access to your account(s) and/or that your USE CREDIT UNION Online Banking User ID and/or Password has been lost, stolen or compromised, and we can prove that we could have prevented the unauthorized access to your account(s), or use of your USE CREDIT UNION Online Banking User ID and/or password, had you notified us, you could lose as much as \$500.00. If your monthly statement or your online account detail, reflect any transfers or payments that you did not make, tell us at once. If you do not tell us within sixty (60) days after the first statement which reflected an unauthorized transfer(s) or payment(s) was mailed to you, you may not get back any money you lost after the 60 days, provided that we can prove that we could have stopped someone from taking the money if you had 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 time periods.

## **ERRORS AND QUESTIONS**

In case of errors and questions about your electronic transfers or payments, you should contact us as soon as you can:

Telephone us toll free at: 1-866-USE-4-YOU (873-4968)

Write to us at:

USE Credit Union – Attn: Member Service Center  
10120 Pacific Heights Blvd  
San Diego, CA 92121-4244

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

- (1) Tell us your name and account number.
- (2) 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
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, in person or by telephone, we may require that you send us your complaint or question in writing within ten (10) Business Days after providing 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 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate the complaint or question. If we decide to do this, we will credit your 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 credit your account. Your

account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three (3) Business Days after completing our investigation. If we determine there was no error, we will send you a written explanation within three (3) Business Days after completing our 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 by contacting us at the address listed above.

## **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 transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the separate Privacy Disclosure.

## **ADDRESS CHANGES**

You agree to promptly notify USE CREDIT UNION by phone or via the secure electronic Address Change form within Online Banking of any address change. This request will update your address at both USE Credit Union and FIS Bill Payment service.

## **TERMINATION OR DISCONTINUATION**

In the event you wish to discontinue the Online BillPay Service, you must contact USE CREDIT UNION within 10 days prior to the actual service discontinuation date. **You must request the service discontinuation either by phone at 866-USE-4-YOU or by written correspondence sent via the mail.** Written notice must be signed, dated, and sent to:

USE Credit Union  
Attn: Member Service Center  
10120 Pacific Heights Bl  
San Diego, CA 92121-4244

USE CREDIT UNION may terminate Service to any individual at any time with cause, and without advance notice. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

## **INFORMATION AUTHORIZATION**

Through your enrollment in the Online BillPay Service, you agree that USE CREDIT UNION (or its third-party BillPay service provider) reserves the right to request a credit agency report and/or a review of your credit rating at its own expense through an authorized credit agency/bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a merchant or financial institution to resolve payment-posting problems.

## **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 one of the Service's employees says and the terms of this Agreement, the terms of this Agreement shall control.

## **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-party service providers.

## **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 for this Agreement.

## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of California, United States of America, without regard to its conflicts of laws provisions.

## **EXCLUSIONS OF WARRANTIES**

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.

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 MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE.