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## Bill Payment Agreement and Disclosures

### Descriptions of Services

The Bill Payment Service permits you to use your Internet- enabled device to direct payments from your designated online Bill Payment Account to third parties you wish to pay. Your Bill Payment Account must be a primary checking account. Through the Bill Payment Service, you can pay bills from your Bill Payment Account to businesses or individuals. All payments you make will be deducted from the checking account that you designate as your Bill Payment Account for the Bill Payment Service. Any payments you wish to make through this Service must be payable in U.S. dollars, not exceeding \$5,000.00 for a single item and \$7,500.00 daily, to a payee located in the United States. We reserve the right to restrict types of payees to whom payments may be made, while using the Service, from time to time. You should not use the Bill Payment Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited. Additionally, it is unlawful to make payments to unlawful internet gambling businesses through the use of your account.

Fees that apply to Consumer and Business accounts:

- Check copy, \$5.00
- Stop payment, \$25.00

These fees, will be deducted automatically from your checking account.

### Scheduling Payments

To avoid a fee, funds must be available (collected funds) in your Bill Payment Account on the scheduled payment date. If the funds are not available, the scheduled payment will be posted to the designated account. This may draw your account negative and a fee may be charged. If the date you schedule a payment to be initiated falls on a non-business day (Saturday, Sunday or holiday), funds must be available in your Bill Payment Account the following business day (e.g. Monday).

Funds are typically withdrawn from your designated bill payment account on the scheduled payment date. However, depending on when you schedule your payment there may be a delay in the funds being withdrawn from your bill payment account. If funds are not available at the time the payment is withdrawn, you authorize the Credit Union to post the transaction to your account and agree the Credit Union may charge a fee for paying the transaction which exceeded your available balance. You understand your authorization and agreement applies even if you do not have overdraft coverage on your account.

After funds are withdrawn from your Bill Payment Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check. We

cannot guarantee the time that any payment will be credited to your account by the vendor. We may make the payment either by transferring funds electronically to the payee or by mailing the payee a check, and subsequently collect the funds from your Bill Pay Account. You understand that regardless of when you schedule payments, funds must be available in your Bill Pay Account when the payments are processed.

You may choose to schedule payments to recur in the same amount at regular weekly, monthly, or semi-monthly intervals. When you create a new payee in the Bill Payment Service, it takes two (2) business days to set up the payee to receive payments. You should schedule a payment to a new payee at least ten (10) business days before any payment due date, to allow us time to set up the payee and verify information about your account with the payee. To cancel or change scheduled payments see section d.

For all subsequent payments, you agree to allow at least three (3) to five (5) business days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). You can confirm the estimated delivery by date before selecting to pay. If the payment is an Automatic Clearing House (ACH) electronic payment, it will take up to three (3) business days to reach the payee. However, if the company or person that you are paying cannot accept an electronic payment, the Bill Payment Service will send a check that may take up to five (5) business days.

If you do not follow these time frames, you will be fully responsible for all late fees, finance charges or other actions taken by the payee. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, the Credit Union will work with the payee, on your behalf, to reverse any late fees or charges.

### **No Duty to Monitor Payments**

The Credit Union is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. The Credit Union will not be liable in any way for damages you incur for any of the following reasons:

- Insufficient available funds in your Bill Payment Account to make the payment on the processing date;
- Delays in mail delivery;
- Changes to the payee's address or account number unless we've been advised of the change in advance and we have a reasonable opportunity to effect these changes;
- The failure of any payee to correctly account for or credit the payment in a timely manner; or
- Any other circumstances beyond the control of the credit union.

If the session during which you schedule a payment or transfer ends by 2:00 p.m., Arizona time, the Credit Union will be considered to have received it on that day. Otherwise, it will be considered received on the following business day. For all entries made using the Services, the time recorded by the Online Banking Service will be considered the official time of the transaction.

If your Bill Payment Account does not have sufficient available funds on the date the payment is debited from your account, the Bill Payment Service may be suspended until the account is brought current. The payment may draw your account negative and the appropriate non-sufficient funds fee will be assessed.

The non-sufficient funds fees will be charged to your Bill Pay Account. The Credit Union will attempt to notify you by e-Notification or U.S. Postal Mail, but the Credit Union shall have no obligation or liability if it does not complete a payment because there are insufficient available funds in your account to process a payment. In all cases, you are responsible for using the Bill Payment Platform to cancel or change scheduled payments.

### **Cancel or Change Payment Instructions**

Payments must be canceled or changed using the Bill Payment Platform prior to processing. If you ask us to cancel a payment after it is issued and we agree to do so, we may charge you a stop payment fee. Stop payment orders whether oral, written, or electronic, will be in effect for a period of six (6) months. If requested by the credit union, you will confirm any stop payment order in writing. After six (6) months, any stop payment will terminate and must be renewed in order to continue in effect. The Credit Union may pay any item that is presented following the lapse of any stop payment order.

### **No Signature Required**

When any payment or other online Service generates items to be charged to your account, you agree that we may debit your Bill Payment Account without requiring your signature on the item and without prior notice to you.

### **Term & Termination**

#### **Term**

This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.

- I. **Termination for Cause.** We may immediately terminate your electronic banking privileges (including the Bill Payment Service) without notice to you under the following circumstances:
  - You do not pay any fee required by this Agreement when due;
  - You do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing; or
  - At any time, we may cancel all or part of the Service that we generally offer. Access to our Service may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any Online Banking or Bill Pay activity during any consecutive 90 day period, Online Banking access may be terminated. You will remain responsible for all transactions approved by the system prior to the cancellation, and for any other fees associated with the Service. After cancellation, Service may be reinstated once sufficient funds are available in your accounts to cover any fees and other pending transfers or

debits. In order to reinstate Service, you must contact our Customer Service Center. We will promptly notify you if we terminate this Agreement or your use of the Service for any other reason.

II. **Termination for Convenience.** To terminate this Agreement, you must notify the Credit Union and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. Your final charge for the Bill Payment Service will be assessed at the end of your statement cycle. You may notify the Credit Union by one of the following methods:

- By sending a secured message through Online Banking;
- By writing a letter and either sending it to the following address: *Vantage West Credit Union, Attn: Retail Support, P.O. Box 15115, Tucson, AZ 85708-0115*; or
- By providing the termination information to a Member Service Representative at any Credit Union location.