



## **Bill - Pay Agreement/Disclosure**

### **Disclosure**

This is your bill paying agreement with United Bay Community Credit Union.

You may use United Bay Community Credit Union's bill paying service "Bill Pay", to direct United Bay Community Credit Union to make payments from your designated checking account to the "Payees" you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account. (Account Disclosures)

"You" or "Your" means each person who is authorized to use the service. "Payee" means anyone, including the Financial Institution, you designate and the Financial Institution accepts as a "Payee".

### **DISCLOSURE ON ELECTRONIC FUND TRANSFERS FOR HOME BANKING AND BILL PAYMENT**

Bill Payment Services in connection with Home Banking.

The following information pertains to your rights and liabilities with respect to Electronic Fund Transfers. Please retain this information for future reference.

We would like you to become aware of some of your rights and liabilities that relate to those services we make available to you. Under the Electronic Fund Transfer Act, the rights and liabilities apply to you regarding the above described services where the Account has been opened primarily for personal, family or household purpose, and do not apply in any way to non-natural persons, such as business corporations.

In case of errors or questions about your electronic fund transfers, telephone or write to us as soon as you can. If you think your statement is wrong, or if you need more information about a transaction listed on the statement, we must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error occurred.

### **ERROR RESOLUTION**

If within 60 calendar days you notify UBCCU, orally or in writing, of an alleged error affecting the Account, UBCCU shall be obligated to investigate the alleged error and take the following actions: (1) If UBCCU determines the statement contains an error caused by UBCCU, within 1 business day after such determination but not later than 10 business days after notification of the alleged error, subject to the exceptions described below, shall take all such action as necessary to correct the error and reimburse you for any resulting loss of funds and/or dividends and mail a written report of such action to you;

(2) If UBCCU determines the statement contains no error, UBCCU within 3 business days after such determination but no later than 10 business days after notification of the alleged error, subject to the exceptions described below, shall mail a written report explaining the basis for the determination that the statement is correct. Copies of documents relied upon by UBCCU to confirm such belief will be mailed to you upon request. If we receive your complaints or questions in writing and we have not determined whether the alleged error occurred within 10 business days, we may take a total of 45 calendar days to investigate. If this additional time is used, we will adjust your Account for the amount of the alleged error so that you will have use of the money during the time it takes us to complete the investigation.

If you notify UBCCU orally, you must send UBCCU your complaint or question in writing within 10 business days and you should include: (1) Your name and address; (2) A description of the error or transaction you are unsure about; (3) An explanation of why you believe an error was made or why you need more information; and, (4) The dollar amount of the suspected error. If you do not send us your complaint or question in writing within 10 business days from the date of your oral notification, we may take up to 45 calendar days to investigate before determining whether an error occurred and we will not adjust your Account for the amount of the alleged error. You may call UBCCU about an alleged error at (800) 968-7696. Notification of the alleged error or written confirmation of a prior notification of an alleged error must be addressed to United Bay Community Credit Union P.O. Box 1309 n. Lincoln Ave, Bay City, Michigan 48708.

The term “error”, as used here means any of the following: (1) An unauthorized use; (2) An incorrect transfer from or to the Account; (3) The omission from a statement of a transfer affecting the Account; (4) A computational error; or, (5) Any other error having an adverse affect on the Account.

#### PASSWORDS

Please tell UBCCU at once if you believe that your Password has been lost or stolen. Prompt telephone notice to UBCCU is the best way to minimize your possible losses. If you do not notify UBCCU within 2 business days after you learn of the loss or theft of your Password, you can lose as much as \$500.00 if it can be proven that UBCCU could have prevented someone from taking the money if you had notified us.

If you tell us within 2 business days, you cannot lose more than \$50.00 if someone used your Password without your permission. Also if your statement shows transfers that you did not make, tell us at once. If you don't tell us within 60 days after the statement was mailed to you, you may not get back any money you lose after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

#### AUTHORIZED USERS

In addition to you being liable for transactions that you make, if you have disclosed your password to a third party, UBCCU will regard that party as an “authorized user”, even if the person you have authorized exceeds your authority. You will be liable for all transactions the authorized user initiates. If you wish to terminate the third parties authorization, you must notify us in writing or by telephone and allow us reasonable time to act upon the request. We may have to change your password or take additional steps to prevent further access by said party. UBCCU will remain neutral in disputes between owners of the account and act upon the direction of the primary member only.

#### LIABILITY

If we do not complete an electronic fund transfer, in accordance with the terms and conditions of an Account, on time or in the correct amount, we will be liable for your losses or damages.

However, there are some exceptions to our liability including, but not limited to the following (1). If the funds in the Account are subject to legal process or other encumbrance;(2) If an act of God or other circumstances

beyond the control of UBCCU interferes with a transaction notwithstanding the taking of reasonable precautions and the exercise of reasonable diligence by UBCCU; (3) If information necessary to complete the transaction is incomplete or inaccurate; (4) If the agreement for the service has been terminated; (5) If the Account has insufficient available funds to complete the transaction; (6) If failure to complete the transaction results from technical malfunction of which you should have been aware when you attempted to initiate the transaction; (7) If through no fault of UBCCU, the merchant or institution you are paying does not process the payment in a timely or correct manner; (8) You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment. (9) The Financial Institution is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment. (10) The Financial Institution is not liable for any failure to make a bill payment if you fail to promptly notify the Financial Institution after you learn that you have not received credit from a "Payee" for a bill payment; (11) The Financial Institution 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 the Financial Institution's agent. (12) In any event, the Financial Institution will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this agreement or the service, even if the Financial Institution has knowledge of the possibility of them; (13) The Financial Institution is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Financial Institution's reasonable control.

#### **PASSWORDS**

If your Password has been reported lost or stolen or if by reason of excessive activity on your Account or otherwise, UBCCU has reasonable basis for acting to protect the security of your Account; or if applicable law otherwise prevents completion of the transaction. You must maintain a minimum of \$5.00 in a regular share/savings account to be entitled to make electronic fund transfers affecting your Account. We reserve the right to increase the minimum balance requirements and to impose other restrictions in the future. If we do, we will give you at least 21 days advance written notice. (Notice may be in the form of a statement stuffer and/or newsletter notice.)

#### **PRIVACY**

We will disclose information to third parties about your account or the transactions you make:

(1) Where it is necessary for completing transactions; or (2) In order to verify the existence and condition of your account for a third party, such as credit bureau or merchant; or (3) In order to comply with a government agency or court orders; or (4) If you give us written permission to do so; or (5) To verify information regarding improper or unauthorized use of your Account; or (6) Where otherwise provided by law.

Our business hours are Monday through Friday, 9:00 a.m. – 5:00 p.m. eastern standard time, excluding holidays.

Our telephone number is (800) 968-7696. Please ask for the "Call Center", or write to: United Bay Community Credit Union, 1309 N. Lincoln Ave, Bay City, MI 48708

#### **Bill Payment Agreement**

##### **Bill Payment Transaction Definition**

Make individual payment or preauthorized recurring payments from your checking or primary shares account to merchants you have designated in accordance with this disclosure.

#### **TO OUR MEMBERS ACCESSING HOME BANKING AND BILL PAYMENT**

You are responsible for all information you enter in conjunction with your account(s). We will correct your errors only in cases where no adverse effect will occur for us. Process time can take up to 5 days before payments are sent to merchants. You must designate participating merchants that you want to pay. We may change the merchant account information that you input if the designated merchant provides us with information that could expedite the payment. You are not permitted to designate any governmental agency or court. We reserve the right to refuse to allow you to designate any particular merchant or class of merchants. After 90 days of inactivity you may automatically be deleted from Home Banking/Bill Payment service.

### **LIMITS ON BILL PAYMENT AND/OR HOME BANKING TRANSACTIONS**

You must have enough money or credit in any account you designate for payment or transfer. For security reasons we may limit the number or amount of transactions you can make using our Bill Payment Service.

Payments may not be made for more than \$4,999.99

### **WHEN BILL PAYMENTS ARE MADE**

Bill payments may be processed up to 1 business day after you input your date instructions. You must have sufficient funds the business day before the payment is processed. We may send them electronically, by mail or by some other means. Each payment or transfer you initiate on a non-business day or after business hours will be considered initiated on the following business day. Our business hours are Monday through Friday excluding Holidays 9:00am-5:00pm Eastern Standard Time.

### **STOP PAYMENTS**

Stop payments may not be available for individual or recurring payment(s) after they have been processed. You may place a stop payment through the appropriate function on our bill payment service any time prior to payment being made. Or you can call us at (800) 968-7696 or write us at 1309 N. Lincoln Ave, Bay City, MI 48708, so that we receive notification 3 business days prior to payment being processed. If you call We will also require you to put the notification in writing within 14 days after you call. We may not be able to accept stop payments requests after the transaction has been processed. If a stop payment is possible after the transaction has been processed, a \$25.00 fee will be charged your account for this service.

### **FOREIGN COUNTRY TRANSACTIONS**

Residents living in a foreign country may not use Bill Payment Services. No payments may be made to merchants in foreign countries.

### **REGULATORY AUTHORITY**

These disclosures are required by State and Federal laws governing electronic fund transfers. If you have any questions about your rights under these laws or you believe that your legal rights have been violated, you may contact the following agency:

National Credit Union Administration  
4225 Napierville Road, Suite 125  
Lisle, IL 60532

### **SET UP OF PAYEE / PAYMENTS**

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

If you want to add a new "PAYEE", select the "Payee" tab located in your Bill Pay application or speak to a service representative. You may add a new fixed payment to a "Payee" by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the

service. The Financial Institution reserves the right to refuse the designation of a "Payee" for any reason. You may pay any "Payee" with-in the United States (including U.S. territories and APO's / AEO's). The Financial Institution is not responsible for payments that can not be made due to incomplete, incorrect, or outdated information.

#### THE BILL PAYING PROCESS

Single Payments – a single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by the Financial Institution, is currently 5:00 p.m. EST

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date.

Recurring Payments - When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules: If the recurring payment's "Pay Before" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date prior to the calculated process date. If the recurring payment's "Pay After" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date after the calculated process date.

**Note:** If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date.

#### SINGLE AND RECURRING PAYMENTS

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

#### CANCELLING A PAYMENT

A bill payment can be changed or cancelled, anytime prior to the cutoff time on the scheduled process date.

#### AVAILABLE FUNDS

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to the Financial Institution. The Financial Institution reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with the above requirement or any other term of this agreement. If you do not have sufficient funds in the account and the Financial Institution has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You further agree the Financial Institution, at its option, may charge any of your accounts with the Financial Institution to cover such payment obligations.

The Financial Institution reserves the right to change the cut-off time. You will receive notice if it changes.

#### AMENDMENT TERMINATION

The Financial Institution has the right to change this agreement at any time by notice mailed to you at the last address shown for the account on the Financial Institution's records, by posting notice in branches of the

Financial Institution, or as otherwise permitted by law. The Financial Institution has the right to terminate this agreement at any time. You may terminate this agreement by written notice to the Financial Institution. The Financial Institution is not responsible for any fixed payment made before the Financial Institution has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the Financial Institution on your behalf.

#### SERVICE FEES

The fee for the Bill Paying Service is \$ 0 (zero) per month, for an unlimited number of monthly payments on ACTIVE Bill Paying Accounts. An INACTIVE account is defined as an account that has Bill Paying Services that has not had any Bill Paying activity in 30 days or more which will be charged a fee of \$5.00 per month for the Bill Paying Service. Inactivity Fee: 1st 30 days of no activity - \$5.00, 2nd 30 days of no activity- \$5.00, 3rd 30 days of no activity - \$5.00 – After 90 days of no activity, Bill Pay will be deactivated.

*(UBCCU reserves the right to impose fees or charges in connection with any of the services described. If charges are imposed, you will receive at least a 30 day advance notice via your monthly statement, e-statement and a website notice.)*

Service Fee's occurred by Member error:

Payments returned due to customer error:

**Refer to Current Fee Schedule for NSF/Overdraft charges**

Re-activation Fee: \$5.00

Inactivity Fee: 1st 30 days of no activity - \$5.00, 2nd 30 days of no activity- \$5.00, 3rd 30 days of no activity - \$5.00 – After 90 days of no activity, Bill Pay will be deactivated.

ACH Return Fee: **Refer to Current Fee Schedule for NSF/ACH Return charges**

Overdraft Fee: **Refer to Current Fee Schedule for NSF/Overdraft charges**

There will be *No Charge* for any item if needed to correct a Financial Institution error. The Financial Institution reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred. Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement –that you received when you opened your account, which discloses important information concerning your rights and obligations.