

# ALABAMA TEACHERS CREDIT UNION

## BILL PAY USER AGREEMENT

This Agreement is incorporated into and becomes a part of the agreement governing your account(s). The terms and conditions in this Agreement govern and control to the extent that there is any conflict with the terms and conditions set forth in the agreement governing your account(s). The Credit Union has the right to change this agreement at any time by notice mailed to you at the address shown on the Credit Union's account records, by posting notice in branches, or as otherwise permitted by law.

Bill Pay is an electronic payment service. Bill Pay functions include the following:

- View pending payments
- View your payment history
- Perform payee maintenance (e.g., change vendor name and address)
- Add one vendor payment or multiple vendor payments at one time
- Contact support

**FEES:** Currently there are no fees to use Bill Pay. All standard fees set forth in our Fee Schedule apply. We reserve the right to charge for Bill Pay in the future. Adequate notice as required by applicable laws and regulations will be provided in the event of such change.

**ELIGIBILITY/SERVICE TERMINATION:** Please note, all accounts are not eligible for Bill Pay service. Eligibility for Bill Pay service is based on the Credit Union's sole discretion. The Credit Union reserves the right at any time to terminate your right to make transactions via Bill Pay as it deems necessary without prior notice to you. If notification is required by law, notice will be mailed to you at the address shown on the Credit Union's account records. It is the obligation of each member to provide updated addresses to the Credit Union as necessary.

**TECHNOLOGY REQUIREMENTS:** Bill Pay service must be accessed by logging into Online or Mobile Banking. To use the Online Banking service, you must have access to the Internet through an Internet Service Provider (ISP). Any supported version of Chrome, Firefox, Internet Explorer and Safari browsing software can be used to access Online Banking. You are solely responsible for obtaining, maintaining, upgrading and operating your ISP and any associated software. We are not responsible for any loss, damage or claim caused by your ISP, any related software, or your computer communication equipment. To use the Mobile Banking service, you must use any supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details. It is your responsibility to update/upgrade your software and/or equipment as necessary to ensure that you can access your e-Statements and notices.

**THIRD-PARTY SERVICE PROVIDER:** Access to Bill Pay is made available pursuant to a license agreement by and between the Credit Union and iPay. Any interruption of service or access caused by iPay will prevent your use of the service. To utilize the services, you will need to login to Online Banking or Mobile Banking and otherwise satisfy the system's

security procedures. Detailed instructions for use of Bill Pay are contained in the online help menus available while using Bill Pay.

**SYSTEM UNAVAILABILITY:** Access to Bill Pay service may be unavailable at certain times for the following reasons:

- Scheduled Maintenance - Periods when systems require maintenance or upgrades;
- Unscheduled Maintenance - Periods when unforeseen maintenance is necessary; or,
- System Outages - Major unforeseen events, such as severe weather, etc.

We will make all reasonable efforts to ensure the availability of the service; however, we are in no way liable for the unavailability of the Bill Pay service or any consequential damages that may result.

### **TRANSACTION PROCESSING:**

**Transaction Types:** You may pay one-time or recurring bills through online Bill Pay. Payments may be made from share or share draft accounts; however, Regulation D limits the number of transfers from shares to no more than six (6) per month. Some vendors will not accept electronic payments made through online bill payer systems. As payee information is added, the system will state whether or not electronic payments will be accepted or paper checks will be mailed.

**Single Payments:** A single payment will be processed on the business day that you designate as the payment's processing 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 Credit Union, is currently 3:00 PM CST.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day.

**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 processing date is calculated for the next occurrence of the payment. If the calculated processing 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 processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

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 processing date, then the last calendar day of that month is used as the calculated processing date.

**Single and Recurring Payments:** The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your “Payees”.

Sufficient funds must be available by cutoff time on the payment processing date, and will be deducted from your account on the payment date you entered.

You must keep the Credit Union and Bill Pay Customer Service aware of any changes in your current phone numbers, addresses, or e-mail address, as applicable. You are responsible for monitoring to ensure that your payments are received and posted by the payee. If you have a payment that failed because of insufficient funds in your account, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through Bill Pay.

Single transaction and daily processing limits apply to Bill Pay service depending upon the type of account you have and the type of payment you are attempting to schedule. If you attempt to schedule payments that exceed these limits, you will be notified at that time. Please pay items exceeding these limits via an alternate method, or contact the Accounting Department by calling (256)543-7040 or (800)470-0704. Any payee you wish to pay through Bill Pay must be payable in U.S. Dollars and be located in the United States. You may not use Bill Pay to make payments to a federal, state or local governmental or tax unit, or to pay child-support or alimony, or to make payments to other categories of payees that you establish from time to time.

**Canceling a Bill Pay Transaction & Your Stop Payment Rights:** You may cancel or change a scheduled Bill Pay transaction as long as processing has not been initiated. After processing has been initiated, it is not possible to stop or cancel a payment. If we fail to cancel or stop any Bill Pay transaction, the payment will stand unless you show us that payment to the payee was unenforceable. If we re-credit your account after transferring funds over a valid and timely cancellation request, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee, and to assist us in any legal action taken against that person.

**Timing of Payments:** The Credit Union processes payments through a third-party service provider and is not responsible for the timing of payments. Allow approximately ten (10) business days for your payment to reach the vendor. Mailed payments take longer than those sent electronically. The vendor determines which type of payment it will receive. The Credit Union is not responsible for late payments. We are only responsible in the event we fail to complete a payment in accordance with your correct instructions.

**YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS:** Notify us at once if you believe an unauthorized transaction has occurred. Telephoning us at (256) 543-7040 or (800)470-0704 is the best way of reducing your possible losses, or you may write us at: Alabama Teachers Credit Union, P.O. Box 1400, Gadsden, Alabama 35902. You are responsible for all transfers you authorize using an Electronic Funds Transfer (EFT) service under this Agreement. If you permit other persons to use an EFT service, you are responsible for any transactions they authorize or conduct on any of your accounts.

**BUSINESS DAY DISCLOSURE:** Our business days are Monday through Friday. Holidays are not included. The Bill Pay service will be available twenty-four (24) hours a day, seven (7) days a week, except when down for conditions indicated in the section of this Agreement titled "System Unavailability."

**RIGHT TO DOCUMENTATION:** Transfers and withdrawals transacted through Bill Pay will be recorded on your periodic statement. You will receive a statement or notice of the availability of your statement monthly unless there is no electronic transaction in a particular month. In any case, you will receive a statement or notice at least quarterly.

**LIABILITY FOR FAILURE TO MAKE A TRANSACTION:** In no case will the Credit Union be liable for consequential, indirect, or punitive costs or damages. The Credit Union and the bill payer service provider will carry out your instructions in a reasonable manner. If the Credit Union does not complete a transaction to or from your account on time or in the correct amount according to our Agreement with you, the Credit Union may be liable for your losses or damages. There are some exceptions to this, which include but are not limited to the following:

- You do not have enough money in your account to make the transaction through no fault of ours.
- The transaction exceeds the credit limit on your Overdraft Protection Loan or Overdraft Privilege limit, if applicable.
- The system is not working properly and you knew about the breakdown when you started the transaction.
- Circumstances beyond our control (such as fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken.
- You have not properly followed instructions for operation of the system.
- The funds in your account are subject to legal process or other similar encumbrance.
- The transaction would exceed one of the established limits contained in this Agreement or by other Credit Union agreements.
- Access to your account has been blocked after you have reported potential or actual unauthorized access.
- We have a reasonable basis to believe there is a possibility of unauthorized activity or other risk involving your account.

**INFORMATION ABOUT YOUR ACCOUNT(S) AND ABOUT YOU:** Generally, we will not disclose information to third parties about your account(s) or about you without your permission; however, we may disclose information in the following scenarios:

- when it is necessary to complete transfers or transactions, or to send notice of dishonor or non-payment;
- to our accountants;
- to state or federal government regulators;
- to exchange, in the regular course of business, credit information with other banks, financial institutions, or commercial enterprises, directly or through credit reporting agencies;
- to advise third parties of accounts closed for misuse;

- to furnish information to appropriate law enforcement authorities when we reasonably believe we have been the victim of a crime;
- to comply with government agency or court orders, subpoenas or other legal process or to furnish any information required by statute;
- to furnish information about the existence of an account to any judgment creditor of yours who has made a written request for such information; or
- when we are attempting to collect an obligation owed to us.

**IN CASE OF ERRORS OR QUESTIONS ABOUT TRANSACTIONS:** In case of errors or questions about your electronic transfers, contact us as soon as you can. Telephoning us at (256) 543-7040 or (800)470-0704 is the best way of reducing your possible losses, or you may write us at: Alabama Teachers Credit Union, P.O. Box 1400, Gadsden, Alabama 35902. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. You should provide us with your name and account number; a description of the transfer you are unsure about including the transaction type, date and a clear explanation of why you believe it is an error; and the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you, and will correct the error within one (1) business day after determining that an error occurred. If we need more time, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days of receiving the error notice, and will inform you within two (2) business days, after providing the provisional credit, with the amount you think is in error and the date, so that you will have the use of the money during the time it takes us to complete our investigation. We will correct the error, if any, within one (1) business day after determining that an error occurred. We will tell you the results within three (3) business days after completing our investigation. If we decided that there was no error, we will send you a written explanation.

**INACTIVITY:** We will disable Bill Pay accounts after twelve (12) months of inactivity from the date of last transaction processed. If you would like your Bill Pay service to remain active, conduct activity at least once every twelve (12) months. If you choose to re-enroll for Bill Pay service again in the future, your historical data will not be available.

**ACCEPTANCE:** By accepting the terms disclosed in this Agreement, you agree to be bound by all terms and conditions contained herein in addition to the terms and conditions in our other agreements governing your account(s)/services. You further agree to follow all instructions provided by the Bill Pay service, and agree to abide by any terms or conditions which may be added because of future enhancements. By indicating your agreement, you represent to the Credit Union that all account owners and/or authorized users consent to these terms and conditions.