### UNITED LOCAL CREDIT UNION IPAY (FORMERLY REFERRED TO AS "BILL PAY") SERVICE TERMS & AGREEMENTS

This IPAY Service Agreement ("Agreement") sets forth the terms and conditions for IPAY services that United Local Credit Union may provide to you. The words "we," "us," "our", "Financial Institution" and "Credit Union" mean United Local Credit Union. The words "you" or "your" mean each and all those who use the IPAY Services (defined below). "Payee" means anyone, including any Financial Institution, that you, the member, designates to pay and we accept as a payee. Your MASTER Account Agreement is hereby incorporated into and made a part of this Agreement. In the event of a conflict between this Agreement and the Master Account Agreement, this Agreement will govern your use of the IPAY Services.

### **Introduction:**

This is your bill paying agreement with United Local Credit Union.

You may use **United Local Credit Union's** bill paying service, *IPAY* to direct **United Local 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 **Master Account Agreement**, disclosures and other documents in effect from time to time governing your account.

### Accessing the Bill Pay Service:

- When you complete your IPAY enrollment, you will select a User I.D. and a Personal Identification Number (PIN). The Financial Institution will make every effort to accommodate your request. Each time you access the service, you will be asked to enter your User I.D. and PIN.
- Three (3) incorrect login attempts will cause the account to be locked out.
- Instructions for Setting up Payees & Payments:
- <u>*Payees:*</u> If you want to add a new "Payee," first select the "Payee" tab located in the bill pay or speak to a service representative.
- The Financial Institution reserves the right to refuse the designation of a "Payee" for any reason.
- <u>*Payments:*</u> You may add a new 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.
- 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- The Financial Institution is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.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 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 Financial Institution, is currently *12:00 pm PST* 

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 processing date, the payment will be processed on the first business day following the designated processing 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 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.
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*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 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".

# **Cancelling a Payment**

A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date.

# **Available Funds**

Funds must be available in the designated payment account at the time the payment is processed. Availability of funds will be determined by the current account balance, including available overdraft sources, minus any outstanding account holds, including but not limited to, pending debit card transactions, check deposit holds, levy holds, collection holds, pledge holds, or ATM deposit holds. The Financial Institution is not liable for payments not processed due to unavailable funds. It is your obligation to ensure funds are available on the payment date you designate.

# Liability

- You are solely responsible for controlling the safekeeping of and access to your Personal Identification Number (PIN).
- If you want to terminate another person's authority to use the Bill Pay service, you must notify the Financial Institution and arrange to change your PIN.
- You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.

- 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.
- 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.
- 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.

# **Amendment**

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.

### **Termination**

- 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.