



Bill Pay Agreement

This Agreement (“Agreement”) covers your use of Credit Union West’s Bill Pay Service. Bill Pay Service

This Agreement comprises the Bill Pay Service (“Service”) with Credit Union West. By using Bill Pay, you agree to all of the terms and conditions in this Agreement. All transactions performed using Bill Pay may also be subject to the terms and conditions of the Membership Agreement or any specific loan account agreements and disclosures, and the current Fee Schedule.

Service Provider

You authorize us to utilize a Bill Pay Provider to provide this Service to you on the Credit Union’s behalf.

Definitions

- **Participants**

In this Agreement the words “you” and “your” mean members, joint account owners, and authorized users of the Service. The words “we”, “us”, and “our” mean Credit Union West. The word “account” means all accounts you have with Credit Union West.

- **Processing Date**

The date you choose to initiate payment to the payee. This date is designated on the Service as “Send On”.

- **Cutoff Time for Payment Instructions**

You may enter, edit, or delete payments up until midnight Arizona time on the business day prior to the Processing Date.

- **Business Day**

Monday through Friday, excluding Federal Reserve holidays.

Fees

All fees and charges associated with the Service are disclosed in the Fee Schedule. We have the right to change fees at any time with advance notice as required by law.

- **Non-sufficient Funds (NSF) Fees**

If you do not have sufficient funds in your account to cover a payment, you will be charged an NSF Fee. Credit Union West strongly urges all Bill Pay users to use the Balance Alert notification option available in Online Banking.

- **Stop Payment Fee**

Stop payments may be placed on payments sent by check. They cannot be placed on payments sent ACH.

- **Cancelled Check Copy Fee**

You may request a copy of a Bill Pay cancelled check.

Collection of Fees

In the event funds are not available in your checking account on the date a fee is charged, we reserve the right to collect the fee from any non-IRA account on which you are listed as the Owner or Joint Owner. If we are unable to collect the fee within thirty (30) days, we may terminate your Bill Pay Service without notice.

Scheduling Payments

Subject to the terms and conditions of this Agreement, you authorize us, and any third party acting on our behalf, to choose the most effective method to process your payment, including, without limitation, electronic (ACH), paper, or some other draft means. When possible, payments will be made electronically. However, some payments will be made by check. You must allow at least three (3) business days between the Processing Date and due date (not the grace or late payment date) for electronic payments and at least five (5) business days for check payments. This date is designated on the Service as "Deliver By". The Credit Union and the Bill Pay Provider cannot guarantee the time that any payment will be received by a payee or credited to your Bill Pay account by the vendor and will not be liable for any service fee, late charge, or finance charge. You must allow sufficient time for payees to process your payment after it is received. It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. If you do not allow sufficient time to process a payment, or enter an incorrect due date or account number, we are not liable for any service or late charges levied against you.

Payment Processing

For payments processed via electronic delivery (ACH) the funds will be debited from your account on the Processing Date as defined above, if scheduled before the cutoff time. For payments processed via check the funds will be debited when the payee presents the item for payment.

Payment Confirmation

For each properly instructed payment to an eligible payee, you will receive a transaction confirmation number. Unless you receive a confirmation number, we shall not be liable for any failure to make a payment, including any finance charge or late fees incurred as a result.

Subject to the limitations discussed in this Agreement, if you follow the procedures described in this Agreement for payments, and you are assessed a penalty or late charge resulting from no fault of us, we will reimburse you for that late charge up to a maximum amount of \$15.00. If you do not adhere to the obligations described in this Agreement, or if you schedule a payment less than five business days before a payee's due date, you will assume full responsibility for all penalties and late fees.

Restrictions

Payments may only be made in U.S. dollars to a payee with a U.S. address. Each payee must appear on the payee list you create with the Credit Union, and the account you are paying must be in your name.

You may not use the Bill Pay service to make payments to a federal, state, or local government or tax unit, payees outside the United States, or to other categories of payees we may establish from time to time. The Credit Union reserves the right to refuse to make any payments, but will notify you of any such refusal within three (3) business days following receipt of your payment process date.

Failed Payments

If a non-sufficient funds (NSF) condition exists, the payment may be returned via banking channels. If funds are not available on the Processing Date, payment(s) via ACH will not be sent and it is your responsibility to reschedule the payment(s).

The Credit Union is not responsible to notify you if sufficient funds are not available in your account. The Credit

Union is not liable for any damages you incur if:

- the estimated time allowed for delivery to the payee is inaccurate
- you provide incomplete or incorrect payee information
- there are delays in mail delivery
- there are changes to the payee's address or account number
- any payee fails to account for the payment in a timely manner
- any other circumstance occurs beyond the control of the Credit Union
- your Bill Pay service has been cancelled

Errors in Bill Payments

If you select an electronic payee address that matches your payment coupon exactly and the Bill Pay processor routes the payment to a different payment center, the Bill Pay processor is responsible for the late charge and will reimburse any payee-imposed late fees, up to \$50.00. If you select an electronic payee with an address that is different from that indicated on the payment coupon, you are responsible for the late charge. You have the option to manually set up a payee with the correct address as found on the payment coupon.

Right to Impress a Lien

The Credit Union shall have a lien or the right to impress a lien on your shares and deposits for sums due to the Credit Union. Such a right will not apply to shares or deposits held pursuant to Individual Retirement Accounts, self-employed plans under the Internal Revenue Code, or any other deposits for which lien rights would disqualify said deposits from special benefits or preferences provided under the Internal Revenue Code.

Bill Pay Stop Payments

Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must call the Credit Union at the contact information listed below. Although we will make every effort to accommodate your request, the Credit Union will have no liability for failing to do so. The fee for stop payments is disclosed in our Fee Schedule.

General Disclaimer

Credit Union West hereby disclaims any warranties, endorsement, or representations, expressed or implied, related to any product, service, advertisement, or other information contained herein. This includes any content contained, distributed, linked, or downloaded from the site. Any products or services from this site are to be used at your own risk, with no obligations or liabilities by Credit Union West. It will be within the sole discretion of Credit Union West to correct any errors or to omit any portion of the services, products, or materials contained herein. This Agreement, any separate instructions, and the applicable fees and charges may be amended by the Credit Union in the future. In the event of amendment, the Credit Union shall send notice to you either by email or postal mail to your last known address or transmit such notice of the amendment over the Bill Pay service. Your use of the Bill Pay service following the receipt of such notice constitutes acceptance of such amendment. You agree to be bound by and comply with applicable state and federal laws and regulations. This Agreement will be governed by and interpreted in accordance with federal laws and regulations, and to the extent there is no applicable federal law or regulation, by the State of Arizona.

Transaction Modes and Process Dates

Payments from your Credit Union checking account may be established as either manual or recurring payments. All payments are made as single manual payments unless designated as recurring payments.

A manual payment is established by entering the amount due and due date, specifically for a Payee's individual bill. The Processing Date for this payment is the date you enter into the system based on the due date of your bill.

If you designate a payment as a recurring payment, you request the payment be made in the same amount to the same payee or account on the same payment schedule every month in the future. These payments will continue until you delete the payee by following the edit/delete commands on-line or until the date you have entered as the final date of payment.

You agree to set up all payments according to the Scheduling Payments section of this Agreement. If you do not allow sufficient time to process a payment, or enter an incorrect due date, the Credit Union is not liable for any service or late charges levied against you.

Cancelling or Editing Payments

Bill payments are either pending or processed. Pending payments are those that have not been processed. You may cancel or edit pending payment(s), because no funds have been debited from your account. If cancelling or editing a payment, you must do so by 3:00 p.m. CST on the business day prior to the Processing Date you schedule for the payment to be deducted from your checking account. When a bill has been processed, the amount for that bill will be debited from your account. You may not modify or cancel a payment that has been processed. For questions regarding payments that have been processed, contact us at the information provided below.

Cancellation of Bill Pay Service

Bill Pay service may be cancelled at any time by written request to the Credit Union. The request must include your name, address, social security number, signature and date. The Credit Union cannot cancel the service until all pending payments have cleared. If you have pending payments and do not wish to wait for them to clear, you may individually delete the pending payments by following the edit/delete commands online. If you cancel Bill Pay, then you agree to notify us at that time. You will be responsible for all payment instructions made prior to termination and for all other applicable charges and fees. You will cancel all outstanding payment orders before notifying us to terminate this service.

If you do not use Bill Pay for two consecutive billing months, we reserve the right to cancel your service.

Alterations and Amendments

This Agreement, applicable fees, and service charges may be altered or amended by Credit Union West, from time to time. In such event, the Credit Union shall send notice to you at your postal address or email as it appears on our records or transmit such notice of the amendment over the Bill Pay service if the change will cause you greater cost or liability or if it will limit your access to the Service. Any use of the Service after the Credit Union sends you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Credit Union reserves the right to terminate this Agreement as to all such prior versions of the programs, services, and/or related material and limit access to the Service's more recent revisions and updates.

Address or Banking Changes

You agree to promptly notify Credit Union West in writing of any address or email address change. You also agree to notify Credit Union West in writing at least ten (10) business days in advance of any change in your Payment Account or your Credit Union West member status.

Payee Limitation

The Service Provider and Credit Union reserve the right to refuse to pay any Payee to whom you may direct a payment. The Service Provider is obligated to notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment under this Agreement.

Information Authorization

To use Bill Pay, you must become a registered user. Your enrollment in the Service may not be completed if the Credit Union cannot verify your identity or other necessary information. Through your enrollment in the Bill Pay Service, you agree that the Credit Union reserves the right to request a review of your credit rating at its own expense through an authorized credit bureau. In addition, you agree that the Service Provider and Credit Union reserve the right to obtain financial information regarding your account from a Payee or financial institution to resolve payment-posting problems.

Disputes

In the event of a dispute regarding the Bill Pay Service, you and the Credit Union agree to resolve the dispute by looking to this Agreement. You agree 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.

Password and Security

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service, your password or other means to access your account, you are responsible for any transactions they authorize or perform. You understand that by disclosing your password to anyone, regardless of whether that person is a signer, you are providing the person authorization to perform transactions on your account(s), through the Service until you revoke such authority by changing the password. If you fail to maintain security of your password and Credit Union West suffers a loss, we reserve the right to terminate the Services as well as other Credit Union West deposit and loan services provided via Online Banking. If you believe that password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Credit Union immediately.

Other Terms and Conditions

We will process bill payment transfer requests only to those payees you authorize and the Credit Union has approved. We will not process any bill payment transfer if the required transaction information is incomplete. We will debit the designated funds from your checking account for bill payment transfer as designated by the Processing Date you select. You must allow sufficient time for payees to process your payment after they receive the payment. Please allow as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the payee. The Bill Pay service may be temporarily unavailable due to Credit Union record updating or technical difficulties.

You may make payments of no more than \$10,000.00 per payment and \$20,000.00 per day.

You authorize Credit Union West to charge your designated account(s) for any transactions completed through the use of the Bill Pay service, including any recurring payment that you make.

You regard requests for new account services, instructions to change existing account information or services, and other communication received via Online Banking as legal endorsements. As such, all correspondence initiated via Online Banking or Bill Pay shall command the legal authority of a written request authorized by your signature.

Liability for Unauthorized Access

Tell us at once if you believe your password has been lost or stolen, or an unauthorized person has obtained access to your account(s) without your permission. Telephoning is the best way of keeping your possible losses down. If you believe anyone has used your password or accessed your accounts through Online or Mobile Banking without your authorization, please call us immediately at the contact information provided below.

You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days after you learn of the loss or theft of your password, you can lose no more than \$50 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 do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost 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. If you tell us verbally, we may require that you send us your dispute in writing or electronically within ten (10) business days.

You Choose To Pay Bills Through Bill Pay

You agree to comply with the terms and conditions. You accept liability for all transactions made by you, joint owners, or anyone else you give the user ID and password. You understand that withdrawals and transfers may affect the dividend and interest earned on your account. When using Bill Pay, you authorize Credit Union West to post payment transactions generated to the account(s) indicated. You are in full control of your account, and if at any time you decide to discontinue this service, you must provide the Credit Union with written notice. Your use of Bill Pay signifies that you have accepted all of the terms and conditions of this service. If you do not allow sufficient time to process a payment, or enter an incorrect due date, the Credit Union is not liable for any service or late charges levied against you.

Damages and Warranties

In addition to the terms previously disclosed, the Credit Union is not responsible for any losses, injuries expenses, claims, attorney fees, interest or other damages, whether direct, indirect special, punitive, incidental or consequential, (collectively, Losses) caused by Online Banking or the use of the Online Banking Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by Institution or one of its suppliers. In addition, the Credit Union disclaims any responsibility or liability for any electronic virus(es) you may encounter after installation of such software or use of Online Banking or the Online Banking Services. Without limiting the foregoing, neither the Credit Union nor its suppliers shall be liable for any: (i) failure to perform or any losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. The Credit Union and its suppliers provide Online Banking and the Online Banking Services from their own sites and they make no representation or warranty that any information, material or functions included in Online Banking or the Online Banking Services are appropriate for use by you in your jurisdiction. If you choose to use Online Banking and/or the Online Banking Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither the Credit Union nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Online Banking, the Online Banking Services, or contained in any third party sites linked to or from the Credit Unions website. THE CREDIT UNION MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF ONLINE BANKING, ONLINE BANKING SERVICES, BILL

PAY SERVICES, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. THE CREDIT UNION DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

Credit Union Rules and Regulations and Other Agreements

Your Payment Account may also be governed by other agreements between you and the Credit Union and by the Membership Agreement.

Contact Information

Credit Union West
PO Box 7600
Glendale, AZ 85312-7600

Phone: 602.631.3200 or 800.621.0287 (outside Maricopa County)