

## **BETHPAGE FEDERAL CREDIT UNION INTERNET BILL PAYMENT CONSUMER AND BUSINESS MEMBER AGREEMENT**

In this agreement the words "you" and "your" mean the member(s) of the Credit Union and all authorized signers on the account at the Credit Union. The words "us", "we", "BFCU", "Bethpage" and "our" mean Bethpage Federal Credit Union. The word "Vendor" means the company we contract with to provide internet Bill Pay services accessed by a computer or mobile device. The words "Bill Pay", "Service" and "Services" mean the Internet Bill Pay service provided by the bill payment Vendor. The word "payee" refers to the merchant, vendor or person you identify to receive the payment.

**1. PURPOSE OF THIS AGREEMENT:** This agreement governs your use of our Bill Pay Service we make available to you and defines your and our responsibilities with respect to use of this service. You understand that the agreements, terms and conditions, rules and regulations applicable to your Savings, Checking, Line of Credit accounts and any other account remain in effect and continue to be applicable except as specifically modified by this agreement.

**2. APPLICATION OF THIS AGREEMENT:** This agreement applies to bill payments you authorize using the Service where funds for your payments are withdrawn from your checking account. These payments may be sent to your designated biller in the form of an ACH electronic funds transfer or in the form of a check, as determined by our Bill Pay vendor.

**3. CONTACT INFORMATION:** The following contact methods are available to you if you have any questions about this agreement or need to contact us for any matter related to the Bill Pay service.

- Phone: 1-800-628-7070, check our website for our Telephone Service Center hours of operation.
- Branches: Find a location near you and hours of availability by using our website Branches and ATM locator tool
- Write us at: P.O. Box 127, Bethpage, New York 11714, Attention: Operations and Risk

**4. BILL PAY SERVICE DESCRIPTION:**

- General Information and use of Overdraft Protection funds: You may use the Service to make payments from your checking account to third parties you set up. You may add, modify or delete payees. You may schedule payments in advance and schedule recurring payments. You can choose to use different checking accounts for different Payees. You may make payments up to the amount of the available balance in your checking account and linked Overdraft Protection "draw" accounts. Overdraft Protection is a service we provide that links your existing member savings account to your checking account when you open the account with us. The service also links an unsecured Line of Credit (LOC) account to your checking account if you request it to be linked. These

linked accounts, also referred to as draw accounts, may enable funds to be automatically transferred from one or both accounts to your checking account to cover a payment when funds in your checking account available balance are insufficient. Overdraft Protection transfer fees apply (refer to our Fee Schedule). Transfers from your Line of Credit account are also subject to finance charges as described in your loan agreement.

- Electronic Bill Presentment And Payment (“EBPP”) Feature: EBPP gives you an option to receive electronic versions of your bills, invoices and related information from participating Billers. When you choose this option, Bethpage will use the Biller login information you provide to access and retrieve your Biller information, which can then be displayed in your EBPP Biller Payee account. Each participating Biller has their own terms and conditions, account access requirements and consent agreements that will be presented to you when you choose the EBPP option. In some cases, your information is retrieved from direct feeds from the Biller to our Bill Pay vendor. In other cases, we may obtain the information from the website of the Biller. In these cases, we may ask you to provide any required information to access the Biller's web site, such as your user name and/or password. This information will be saved and encrypted in order to continue to retrieve your billing information for each billing cycle. You further understand that by providing this information, you authorize us to access the third party website to retrieve the account information on your behalf. If you have questions about how the Biller collects or uses personal information, please contact your Biller directly. You understand that the EBPP service is dependent upon delivery of your billing information from your Biller and agree to hold Bethpage harmless should the Biller fail to deliver your eBill statement(s). You are responsible for ensuring timely payments of all bills. If you do not receive a bill, it is your responsibility to contact the Biller directly.
- Payment Method: Payments may be made in the form of an ACH (Automated Clearing House) electronic transfer or by check. You should allow for mail delays to any third party when the bill payment vendor is not able to pay electronically. In general, payments to third parties by check will take the same length of time that it would take if you were to mail a check directly to them. You may be able to determine if a check will be used for your payment by viewing the Bill Pay calendar timeframe. Generally, the Bill Pay calendar will display payee arrival date of 5 business days for a check payment and 2 to 3 business days for an electronic payment.
- Your Responsibility for Payments: Neither Bethpage Federal Credit Union nor the Bill Pay Vendor guarantee the time any payment you initiate will be credited to your account with a third party. Any late payment penalties such as interest, late charges, etc. are your responsibility. We are not liable for indirect, special, or consequential damages arising out of the use of the Bill Pay service. We are not liable for bill payments made either directly or indirectly to your payee by us

or by third parties. If your bill payment fails for any reason, you agree to research and reconcile the failure with your payee without intervention by us.

- **No Duty to Monitor Payments:** We have no duty to monitor payments made through the Bill Pay Service. If you or any authorized user of your account makes a payment which is not yours, you assume the entire risk of loss and indemnify and hold us, our directors, officers, employees, and agents harmless from all loss, liability, claims, demands, judgments, and expenses arising out of or in any way connected with such use. We consider an “authorized user” to be any person who obtains your Username and Password, since it is your responsibility to secure that information. If you schedule a payment to a payee where you no longer have an account relationship, we are under no obligation to stop, retrieve, cancel, or otherwise monitor the payment. You must retrieve your payment from the payee and cancel future payments in our Bill Pay Service.

**5. LIMITATIONS ON SERVICE:** If you do not have available funds in your checking account or linked Overdraft Protection accounts when we process your Bill Pay request, your payment will not be made and your request will be cancelled. We will notify you via email if we are unable to process your payment. We will NOT charge you a fee for cancelling the payment request.

You may **NOT** use the Service to:

- Make payments in the amount of \$10,000 or more (business account limits may be increased upon request on a case by case basis)
- **Request any payment be sent to an address located outside of the United States**
- Make bill payments to payees on behalf of third parties unless the third party is a joint account holder on your account and the payment is made payable to either your account or an account in the name of the joint account holder
- Request any payment if you know or are informed that the Service is malfunctioning or not operating
- Request a payment from your checking account if the payment would overdraw your checking account available balance and available funds in your linked Overdraft Protection accounts.

**6. AVAILABILITY AND TIMING OF PAYMENTS:** Our Bill Pay Service is generally available seven days a week, twenty-four hours a day. For Bill Pay processing timeframes, our business days are Monday through Friday, excluding federal holidays. When you enter your Bill Pay request, a calendar will display the dates available for scheduling your payment, which will not be earlier than the next business day. Payments may not be scheduled for same day processing. The funds to cover your payment(s) will be debited from your checking account on the same day we process and send your bill payment to your payee.

**7 INFORMATION DISCLOSURE:** We will disclose information to third parties about your account or the transactions you make: (a) Where it is necessary for completing

transactions, or (b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (c) in order to comply with government agency or court orders, subpoenas and other legal documents, or (d) in order to offer you additional products or services, or (e) if you give us your permission.

**8. TRANSACTION DESCRIPTION:** Bill Pay debits from your checking account will be identified online and on your periodic statement as a “Descriptive Withdrawal” along with Payee information.

**9. YOUR RIGHT TO STOP A BILL PAYMENT AND HOW TO DO SO:** You may be able to stop the payment if the payment has not been sent. You can stop a pending payment yourself online by going to the pending payment screen, selecting the payment to be stopped and selecting “Delete Payment” at least 24 hours prior to when the payment is scheduled to be sent. If the payment is scheduled to go out in less than 24 hours, you can call us to see if the payment can be stopped. In general, payments made by electronic transfer cannot be stopped once processed. If the payment was sent by check, the support service representative may be able to stop the payment if the check is still outstanding. You will be required to provide your name, account number, the payee, and the confirmation code of the transaction you would like to stop. You will be charged a stop payment fee as published in our Fee Schedule, available online or by contacting us. There is no guarantee the payment will be stopped at this point. Neither Bethpage nor the Bill Pay Vendor will be responsible for any losses or claims that arise from our attempt to comply with your stop payment request.

**10. UNAUTHORIZED TRANSACTIONS:**

If you believe that someone has obtained your access credentials (e.g., User ID or Password) and has transferred or may transfer money from your account without your permission, contact us as soon as possible, preferably by phone.

**11. YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS:** Tell us AT ONCE if you believe your Online Banking access credentials (e.g., User ID or Password) have been compromised or discovered by an unauthorized person. Calling us is the best way of keeping your possible losses down. Also, tell us at ONCE if your statement shows transactions that you did not make. 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 a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you authorize someone else to use your account access credentials, you are responsible for ALL transactions which that person initiates at any time.

**12. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL PAYMENT TRANSFERS FROM YOUR ACCOUNT:**

Consumer Members: Call us, visit one of our branches or write 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 appeared.

- a. Tell us your name and account number.
- b. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us 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 10 business days. We will tell you the results of our investigation within 10 business days and will correct any error promptly. If we need more time, we may instead take up to 45 days to investigate your complaint or question. If your claim involves a foreign transaction or a transaction initiated within 30 days after the 1st deposit to the account we extend this time from 45 to 90 business days. If we decide to do this, we will re-credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If the error involves an electronic funds transfer to or from the account within 30 days after the first deposit, then we may extend this time from 10 to 20 business days. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not re-credit your account.

If we decide that there was no error, we will withdraw the amount we had credited back to your account and send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. Please refer to your Member Account Agreements and the Terms and Conditions Electronic Funds Transfer section for additional information about electronic transfers.

Business Members – Please refer to the Electronic Funds Transfer Agreement section of your Business Member account disclosure for instructions and timeframes for reporting errors.

**13. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS:** If we do not properly complete a transaction to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have funds available in your account to make the transfer
- Circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken
- Your account is frozen because of a court order or similar reason
- the transaction would exceed funds available in your Overdraft Protection accounts
- Your account access credentials have been reported lost or stolen and we have blocked the account

**14. CANCELING YOUR BILL PAYMENT SERVICE:**

If you close your checking account or wish to cancel the Bill Pay service, you must cancel all future bill payments by deleting any payments scheduled. This will ensure future payments will not be processed.

**15. TERMINATION OR AMENDMENT BY US:** We may terminate your right to use Bill Pay at any time, or amend the terms of this agreement, or cancel this agreement. We generally terminate access to Bill Pay if there has been no bill payment activity for a period of six months. If we terminate your access and you wish to re-enroll in the Service, please contact us.

We provide advance notice to you in writing if we make Amendments to this agreement, which will be effective when indicated.

**16. FEES AND CHARGES:** There are no monthly service fees for this service. In accordance other related services referred to in previous sections of this Agreement, fees may be imposed for:

- Stop Payment Orders
- Overdraft Protection Funds Transfer from a linked draw account

The Service Fees and amounts associated with your account and the services described above are published in our Fee Schedule; available online, at any of our branches, or by calling us.

**17. AGREEMENT CONTROLS:** Both you and we will be bound by this agreement. If there is a conflict between this agreement and something said by one of our employees, you agree that this agreement controls.

**18. APPLICABLE LAW:** Except as governed by federal law, this agreement shall be construed and Governed in accordance with the laws of the State of New York. Neither you nor our failure to enforce at any time or for any period of time any provision of this Agreement shall be construed as a waiver of such provisions, or your right or our right thereafter to enforce each and every such provision.

**19. COPY RECEIVED:** You acknowledge receipt of a copy of this agreement. You may print a copy of this Agreement or you can receive a printed copy by contacting us. You may also retain a copy of this Agreement by saving it to a file on your personal computer. In order to save and view this agreement, you will need software that will allow you to copy it into a format that you can keep. To print this Agreement you will need a printer and to save it you will need a storage device such as a disk or tape drive. It is your responsibility to maintain the necessary hardware and software that will enable you to print or save this Agreement for your records. You hereby consent to receiving this agreement electronically.

**20. ACCEPTANCE:** Your use of this Service constitutes your acceptance of the terms and conditions of this agreement.