



Bill Pay Service Agreement

Bill Pay is an electronic payment service. You may use a personal computer to access the Bill Pay service through Telco Online Banking found at www.telcoccu.org.

Bill Pay allows you to schedule bill payments electronically or by check if your payee does not participate in the electronic bill pay program. Subject to any regulatory or Credit Union imposed limitations on usage, you can arrange for the payment of your bills from a Credit Union checking account. Access to Bill Pay is made available pursuant to a license agreement by and between Credit Union and iPay. Any interruption of service or access caused by the Credit Union or iPay may prevent your use of the service.

Passwords & Security. To utilize the services, you will need to enter your account and access code and otherwise satisfy the system's security procedures, including multi-factor authentication. 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 Telco Community Credit Union suffers a loss, we reserve the right to terminate the Services as well as other Telco Community Credit Union 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 Telco Community Credit Union immediately.

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.

Detailed instructions for use of Bill Pay are contained in the online help menus available while using Bill Pay. You may also contact iPay support number from 7:30am EST through 2am EST Monday-Friday by calling toll free 855-621-4786 or clicking on the live chat icon to initiate a web chat session with a bill payment representative who will assist you with any bill payment questions.

Designation of Account(s). In order to use Bill Pay you understand that you must have a checking account with Credit Union. That checking account, or the one you designate if you have more than one, will be treated as the designated checking account for transactions accomplished through Bill Pay (Bill Pay Account). Bill payments may only be processed using your Bill Pay Account.

You may have multiple designated Bill Pay checking accounts, but each one must have its own payee list.

Equipment and Technical Requirements. You understand that to have Bill Pay access, I am required to acquire the necessary equipment, services and software. These include a personal computer, an Internet Service Provider (ISP) using dial-up or other communication methods and Microsoft Internet Explorer browser software. As browsers are updated over time, older versions may not function effectively for Bill Pay. It is your responsibility to upgrade your browser, when it becomes apparent it is needed, to ensure that you can access the Bill Pay system. These requirements are more fully described in your Membership Agreement with the Credit Union, the terms and conditions of which are incorporated herein by reference.

Transaction Modes. Bill payments can be entered on the single payment, recurring payments or multiple payments screens. Using any of these screens, you must enter a payment date or a start and end date, depending on the type of payment, for your bill payment. Bill payments are scheduled by you to be debited from your Bill Pay Account based on the date(s) you enter on one of the bill payment screens.

If you submit an electronic payment, sufficient funds must be available at the time the payment is processed & posted from your account. You have until 3pm on the process date to cancel a bill payment. You should allow up to 3 days for the payee to receive and process your electronic payment.

If you submit a bill payment by check, sufficient funds must be available at the time the bill payment is processed. Bill payment check can take up to 7 business days to be received and processed by the payee. You are subject to a non-sufficient funds fee or courtesy pay fee if there are not enough funds available and the check will be returned to the payee unpaid. Bill payments with a status of "processed" may not be canceled or changed.

Bill payments can also be scheduled with a bill payment date in the future. If the payment falls on a weekend or holiday, you have the option of choosing whether to process the payment the business day before or after the weekend or holiday.

If you designate a bill payment as a "**Recurring**" transaction, you may request, and Credit Union will use, a payment date that reoccurs on a specified regular basis (i.e., weekly, bi-weekly, monthly, etc). You will designate a frequency from the list provided. Funds must be available in your Bill Pay account at the time the bill payment is processed.

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 Telco Community 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 Truth in Savings Disclosure & Fee Schedule

Transaction Processing. Funds will be taken out of your Bill Pay Account on the bill payment date entered by you. In many cases, your bill payments are electronically delivered to the payee within 3 business days of the bill payment date. However, some payees are not set up to accept electronic payment. In these cases, a check will be sent, which may take 7 business days to process and deliver to the payee.

You must allow sufficient time (Up to 3 Days for electronic payments, up to 7 days for bill check payments) for Bill Pay to receive your request and process the bill payments so that the funds can be delivered to the payee before the payment due date, or for mortgage payments, on or before the due date (the due date shown on my invoice or provided in your agreement with the payee, not taking into account any grace period provided by the payee). If you do not allow sufficient time, you will assume full responsibility for all late fees, finance charges, or other actions taken by the payee. If you properly schedule your payment with sufficient time, and the payment is not received by the payee, or is received late, the Credit Union will assume responsibility for any late fees or finance charges, if you notify the Credit Union of such late fees or finance charges within a reasonable time.

The Credit Union is responsible only for exercising ordinary care in making payments upon my authorization and for mailing or sending a payment to the designated payee. Credit Union is not liable in any way for damages you incur if: You do not have sufficient funds in your account to make the electronic payment when it is processed.; the estimate of time to allow for delivery to the payee is inaccurate; there are mail delivery delays, changes of merchant address or account number; any merchant fails to account correctly for or credit the payment in a timely manner; or for any other circumstances beyond the control of the Credit Union. If a bill pay check payment is made through use of Bill Pay with insufficient funds in your account when the bill payment is processed, you may be subject to a non-sufficient funds fee or courtesy pay fee pursuant to the terms of the Membership Agreement governing the account and the Credit Union's Funds Availability Disclosure.

You must keep the Credit Union aware of any changes in my current home or business phone numbers and addresses or e-mail address, as applicable. You are responsible for monitoring the Bill Pay activity to verify that you did not have a payment that was not processed due to insufficient funds in your account. If you do 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.

Canceling or Modifying Bill Pay Authorized Payments. Bill Pay payment transactions cannot be canceled or changed once my Bill Pay session has been processed. You may, however, edit or delete these transactions up until my Bill Pay session is terminated.

In order to request a cancellation of a payment or change a Bill Pay transaction designated with a future bill payment date or a "Recurring" date, you must use Bill Pay and follow the instructions provided to you. You must cancel the payment using Bill Pay by 3 pm of the day before the scheduled processing day.

If Bill Pay is not accessible, however, you understand the Credit Union will only accept a verbal or written notice to cancel a Bill Pay transaction if it relates to a payment designated as "Recurring" or with a future payment date. You understand that this notice is acceptable only if it is received at 712 New Leicester Hwy, Asheville, NC, 28806, no later than three business days before the scheduled

date of the payment. If you call, the Credit Union may also require you to put your request in writing and be received by the Credit Union within fourteen days after you call. If the payment was designated as "Recurring," the notice must detail whether the cancellation applies to only one of the recurring transactions or all transactions in the recurring stream.

Limitations on Bill Pay Services

- **Dollar Amounts.** There is a dollar limit of what is available in your account in any 24-hour period up to \$9,999.99.
- **Available Funds Required.** All bill payments initiated through Bill Pay are subject to sufficient funds being available in the affected account to cover the payment on the Bill Payment Date.
- **Payees.** Any payee you wish to pay through Bill Pay must be payable in U.S. Dollars and be located in the United States. Each payee must appear on the payee list you create and the account you are paying with, must be in your name. 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. 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.
- **Payment Dates.** If a payment is due on a Saturday, Sunday, or Federal holiday, Bill Pay will schedule the payment to occur on the first business day after the due date. In these cases, you should plan to have the payment initiated on the last business day before any of these days in order to ensure your payment is made on time.
- **Minimum Payment Amount.** There is a minimum bill payment amount of \$1.00 for each bill payment processed.

Cancellation of Bill Pay Service

Bill Pay service may be cancelled at any time by written request to Telco Community Credit Union. The request must include your name, address, last four digits of the accounts 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. Telco Community Credit Union has the right to cancel your bill payment service due to inactivity over 180 days.

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 ERRORFREE OPERATION.**

Contact Information: Telco Community Credit Union, 712 New Leicester Hwy, Asheville, NC, 28806 Phone: 828-252-6458