



**BILL PAY AGREEMENT** The Online Banking (OLB) Master Terms and Conditions are fully incorporated into this Bill Pay Agreement. By registering for the Bill Pay Service, you are also enrolled into the OLB Service, and both the OLB Master Terms and Conditions and this Bill Pay Agreement apply to your use of the Bill Pay Service. The Credit Union of Texas member (Member, You, or Your regardless of case or plurality) who registers to use the Bill Pay Service (Bill Pay) within the Online Banking Service (OLB Service), accepts all terms of this Bill Pay Agreement and the OLB Master Terms and Conditions with Credit Union of Texas (Credit Union, CUTX, We, Us, or Our regardless of case).

**1. ACCOUNT OWNERSHIP.**

You understand and agree that any person with ownership rights to any CUTX checking account that you designate as a “pay from” account (Designated Account) and any overdraft account, including but not limited to, a joint owner or authorized user, may register for and use any or all Bill Pay features. Thus, you understand and agree that any person with ownership rights to any Designated Account or any overdraft account, including but not limited to, you, a joint owner or authorized user (for purposes of this Agreement, a person with any of these ownership interests is an Owner), are responsible for access to, and use of, Bill Pay. You further understand and agree that any Designated Account shall act as the primary account for payments you schedule and send through Bill Pay.

**2. BILL PAY ELIGIBILITY AND STATEMENT OF APPLICATION.**

Bill Pay is for consumer use only. In order to use Bill Pay, you understand and agree that you must be a current and active CUTX member and acknowledge that any Designated Account must not be dormant, closed, or otherwise restricted, for any reason. Further, you understand and agree that you must keep each account you hold with CUTX in good standing, observe and comply with all account agreements and disclosures governing each account you hold with CUTX, and pay all applicable fees associated with each account you hold with CUTX.

Your use of the Bill Pay Service requires you to maintain your profile information within the OLB Service. Thus, it is your sole responsibility to ensure that you keep current your name, mailing address, e-mail address, and phone number within the OLB Service. Likewise, it is your sole responsibility to keep current your payee information within the Bill Pay Service, including, but not limited to, payee name, payee mailing address and phone number, and your account number with payee. You understand and agree that CUTX may restrict the designation of any payee, for any reason, at any time, at our sole and absolute discretion.

With your use of the Bill Pay Service, you understand and agree that you authorize CUTX to process payments on your behalf in accordance to the instructions we receive from you, or any Owner. You further understand and agree that CUTX shall charge the Designated Account, and any overdraft account, where applicable, in the amount of the payment you schedule, before initiating the payment. Further, you understand and agree that payments authorized by any Owner, shall be deemed authorized transactions and CUTX shall not be liable to you for such payments.

Bill Pay is a domestic-only service. Thus, you warrant that you will only schedule domestic payments made payable to entities within the United States. Further, you understand and agree that if you schedule a payment from abroad, CUTX shall follow the laws set forth by the United States. CUTX does not recommend the use of Bill Pay to make federal, state, and local tax payments.

### **3. BUSINESS DAYS AND PROCESSING TIMEFRAME.**

CUTX defines a business day “Business Day”) as Monday through Friday from 9:00 A.M. CT to 6:00 P.M. CT. The cut-off time to schedule a payment to process on the same Business Day is 3:00 P.M. CT (Cut-off”). You may schedule a payment Monday through Sunday, 24 hours a day (except during scheduled maintenance timeframes). CUTX processes payments each Business Day. Each payment you schedule by the Cut-off time on any given Business Day will process on the same Business Day, based upon the estimated payment date you choose. When you schedule a payment that falls on a non-Business Day (any federal holiday, Saturday, or Sunday), CUTX processes such payment on the previous Business Day based upon the estimated payment date you choose. Notices of upcoming federal holidays are posted within the CUTX OLB Service upon login. You understand and agree that CUTX reserves the right to change the processing Cut-off time without prior notice to you in our sole and absolute discretion.

### **4. BILL PAY PAYMENT OPTIONS.**

Payments you schedule through Bill Pay may process as an Automated Clearing House (ACH) item or as a paper item (check). The day you select as the day you would like a payee to receive your payment is the Payment Date. The Process Date is the date CUTX debits your Designated Account and is the day a particular Bill Pay transaction begins in order for your payment to reach the payee by the Payment Date. ACH items process electronically two (2) Business Days prior to the calculated Payment Date. Check items process five (5) Business Days prior to the calculated Payment Date and are sent through the U.S. mail. The Bill Pay Service will provide an indication of the Process Date based upon the Payment Date you select.

Bill Pay provides an indication of how many days to allow for each payment to process. You understand and agree that it is your sole responsibility to determine when to schedule a payment to any payee so that the respective payment is received timely. We highly recommend that you set up a payment in advance of the process date. We also highly recommend that you make any changes to a pending payment in advance of the process date. When you set up a payment or an eBill, you acknowledge that the Bill Pay Service may initiate an automated phone call or email to you for confirmation that you authorized the payment or eBill. You understand and agree that the phone call or email is initiated by the Bill Pay Service and not by CUTX. You further understand and agree that you must confirm that you authorized the payment or eBill.

Bill Pay allows you to schedule both one-time and recurring payments and calculates the processing date based on the Payment Date. The Payment Date is only an estimate. You understand and agree that you must allow ample time for your payments to reach your payees to ensure prompt credit.

- A. One-time Payments: When you schedule a one-time payment, the payment deducts from your Designated Account based upon the processing date that is calculated to meet the desired Payment Date. Thus, if you choose a processing date of the current Business Day prior to the Cut-off time, the payment deducts from your Designated Account on that Business Day. If you schedule the payment after the Cut-off time, the payment will deduct from your Designated Account on the next Business Day.
- B. Recurring Payments: When you schedule a recurring payment, the payment deducts from your Designated Account based upon the processing date that is calculated to meet the desired Payment Date. Thus, if you choose a processing date of the current Business Day prior to the Cut-off time, the payment deducts from your Designated Account on that Business Day. If you schedule the payment after the Cut-off time, the payment will deduct from your Designated Account on the next Business Day. If you select to have a payment process on the “Last Business Day”, Bill Pay uses the last calendar day of the respective month to calculate the processing date.

- C. eBill Statements: When you set up eBill, you are setting up to receive online notification of an upcoming bill from the respective payee within the OLB Service. eBill is a service offered by a payee and not all payees offer eBill. If the payee offers eBill, you will see the eBill icon. When eBill is an option for the payee, you understand and agree that you must enter your unique Username and Password with the respective payee to successfully set up eBill. You may set up a one-time payment or recurring payments. When you set up a one-time payment, you choose the preferred Payment Date. When you choose recurring payments, you can choose to make the payment on the date you receive the eBill from the respective payee or on the payment "Due By" date as indicated by the payee. Regardless of payment type or frequency, you understand and agree that it is your sole responsibility to determine when to schedule a payment to any payee so that the payment is received timely.

## **5. BILL PAY PAYMENT FUNDING.**

You cannot schedule a payment in excess of the available balance in your Designated Account, including any overdraft account. You understand and agree that CUTX reserves the right to restrict a payment drawn against a recent deposit where there are concerns of collectability. You further understand and agree that CUTX shall deduct the scheduled payment amount from your Designated Account, or any overdraft account, on the processing date. Your payment amount is based upon your ability to satisfy the payment and our system controls.

You understand and agree that CUTX will not notify you if a payment you schedule fails to process because you do not have sufficient funds available in your Designated Account, including any overdraft account, and will not resubmit a payment in the event funds later become available in your Designated Account, or any overdraft account. Thus, when a payment you schedule fails to initiate and process, you understand and agree that it is your sole responsibility to make other payment arrangements, including, but not limited to, scheduling another payment through the Bill Pay Service. Should you have any questions with your use of the Bill Pay Service, please contact Member Services at 800.314.3828.

## **6. BILL PAY PAYMENT LIMITS.**

With your use of the Bill Pay Service, you may schedule a payment to a company or person. Regardless of payment type, you understand and agree that you must have the available balance in your Designated Account, including any overdraft account, before a payment can process. You may schedule a Bill Pay payment to a company in any amount up to, and including, \$25,000. To pay a person, you may schedule a payment up to, and including, \$25,000 for "Direct Deposit (Electronic)" or "Check" payments. For the payment type "Email (Electronic)", you may schedule up to, and including, \$3,000 daily. You understand and agree the CUTX reserves the right to change Bill Pay payment limits at any time, regardless of payment type, without prior notice to you at our sole and absolute discretion.

When you select the "Direct Deposit (Electronic)" payment type, you understand and agree that you are required to obtain the payee's routing instructions. When you select the "Email (Electronic)" payment type, you understand and agree that the person to whom you are sending the payment enters his/her own routing instructions. The "Routing Instructions" represent the payee's or person's routing number and account number with the receiving financial institution. Regardless of payment type, you understand and agree to hold CUTX harmless in the event that you, the payee, or the person to whom you are sending the payment, make an error in obtaining or entering the respective Routing Instructions.

## **7. EXPEDITED FEES.**

You may choose to expedite ("Rush") a payment you schedule through the "Payments" tab. There will be a Rush fee for payments you schedule that will process electronically (ACH) and a higher fee for payments you schedule that will process as a check (paper item). You understand and agree that the

payee, not CUTX, will determine whether or not you can schedule a Rush payment to process electronically or by check. If you have the option to send a Rush payment by check, you can choose for the payee to receive the Rush payment on the next Business Day or the second Business Day. If you have the option to send a Rush payment by ACH, you can choose for the payee to receive the Rush payment on the second Business Day. The Bill Pay Service will notify you of the applicable Rush fee. You understand and agree that the Rush fee is a service available to you and is not required. You further understand and agree that the Rush fee, should you choose to Rush a payment you schedule, is non-refundable.

#### **8. NAME AND ACCOUNT INCONSISTENCY.**

You understand and agree that the NACHA Operating Rules and Guidelines permit the posting of an electronic item based solely on account number. Thus, you understand and agree that when you, any Owner, or the person to whom you are sending the payment, enter Routing Instructions, it is the sole responsibility of each to ensure the respective Routing Instructions are entered correctly. You understand and agree that your obligation to satisfy the payment shall not be excused in the event of such inconsistency between names and account number. In the event an error is made in entering the Routing Instructions, you understand and agree to hold CUTX harmless from any fee or loss you may incur, including any fees and penalties assessed on the payment.

#### **9. BILL PAY STOP PAYMENT REQUESTS.**

You understand and agree that you can stop a single payment, or all recurring payments, by accessing Bill Pay and stopping the payment prior to the cut-off ("Cut-off") time on the process date. You understand and agree that you assume full responsibility of stopping any and all payments that may be scheduled by you or any Owner through Bill Pay.

In the event that you do not have access to Bill Pay and need to request a stop payment, you may contact CUTX by calling Member Services at 800.314.3828. You understand and agree that you may place a verbal stop payment request at least six (6) Business Days prior to the process date. You further understand and agree that CUTX may require you to submit a written confirmation of your stop payment request within 14 calendar days of such request. Under such circumstance where CUTX requires a written confirmation from you, you understand and agree that a stop payment request ceases to be binding after 14 calendar days in the event you fail to provide the written confirmation.

#### **10. YOUR LIABILITY FOR UNAUTHORIZED PAYMENTS.**

Notify us AT ONCE if you believe your Login ID or Password has been lost, stolen, or used without your permission. Telephoning us is the best way of limiting your potential losses. You may contact CUTX during business hours by calling Member Services at 800.314.3828. You should immediately change your Login ID and Password through the OLB Service by clicking on the "Settings" tab. If your statement or account details show a payment that you did not make or authorize, notify us AT ONCE. If you do not notify us within sixty (60) days after the statement was mailed to you, or the account detail is made available to you through eStatements, you could lose all the money in your account(s), including any overdraft line-of-credit. We must hear from you no later than sixty (60) days after the statement on which the problem or error appeared was mailed to you or made available to you through eStatements.

#### **11. OUR LIABILITY.**

CUTX will use commercially reasonable efforts to post your transactions properly to the Designated Account when you use Bill Pay correctly and comply with this Agreement and all other requirements as set forth by CUTX. However, CUTX shall incur no liability if we are unable to complete a payment attempted by you through Bill Pay due to any one or more of these circumstances:

1. Your error that impacts the payment for any reason.

2. Your failure to comply with this Agreement and all other requirements as set forth by CUTX.
3. Your failure, or the failure of any Owner, to provide complete and/or correct information.
4. Issues such as insufficient funds and the like that prevent and/or delay CUTX from processing your payment.
5. Circumstances beyond our control (e.g., fire, flood or interference from outside sources, failure of electronic systems) that prevent the processing of the payment despite commercially reasonable precautions on our part.

You understand and agree that we must rely on the information provided by you, or any Owner, and you authorize CUTX to act on any instruction to submit a payment request which has been, or reasonably appears to have been, sent or authorized by you. We are not obliged to take, and we will not take, any further steps to confirm or authenticate such instructions and we will act upon such instructions without further confirmation.

You agree that we shall be liable to you only for our negligent performance or non-performance of services provided in this Agreement, and that our responsibility shall be limited to the exercise of ordinary care. If we fail or delay in making a payment pursuant to your instructions, or if we make a payment in an amount less than the amount in your instructions, our liability shall be limited to the interest on the amount that we failed to timely pay, calculated from the date of which the payment was to be made until the day it was actually made or the day you canceled the instructions. We will pay any interest to you and such payment shall discharge us from liability to any other party.

If we make a payment in an amount that exceeds your instructions, our liability will be limited to a refund of the amount paid, plus interest from the day of the payment to the day of payment, but not more than 60 days' interest. In limited circumstances, CUTX may, at our option, attempt to cancel or amend a payment at your request, but we may not be able to cancel or amend a payment because the payment is in process. You agree that we shall have no liability to you, any Owner or any third party if a cancellation or amendment is not completed for any reason, and you will indemnify us against any such claims.

WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY THE BILL PAY SERVICE. UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT SHALL WE BE RESPONSIBLE FOR ANY FEES, PENALTIES OR LATE CHARGES, OR FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OR MAINTENANCE OF THE BILL PAY SERVICE, INCLUDING LOSS FROM WRONGFUL DISHONOR RESULTING FROM OUR ACTS OR OMISSIONS, OR FOR LOST PROFITS, EVEN IF WE ARE ADVISED IN ADVANCE ABOUT THE POSSIBILITY OF SUCH DAMAGES. WE SHALL NOT BE RESPONSIBLE FOR YOUR ATTORNEY'S FEES, EXCEPT AS REQUIRED BY LAW. THE SERVICE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES OF NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD-PARTY RIGHTS. WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

## **12. AMENDMENT AND TERMINATION OF AGREEMENT.**

From time to time, CUTX may announce additional features and/or changes that become available through Bill Pay. You understand and agree that CUTX may update, or make changes to, Bill Pay, without prior notice to you. CUTX may amend this Agreement at any time or terminate Bill Pay to you or all CUTX members at any time for any reason, with or without notice. Amendment of this Agreement or termination of Bill Pay shall not affect your liability or obligations hereunder. You understand and agree that our rights and remedies arising out of any breach of your representations and warranties under this Agreement, and our rights to indemnification are continuing and survive the termination of this Agreement. Continued use of the Service will constitute acceptance of any new or amended Agreement terms.