



## Bill Pay Disclosure & Agreement

### OVERVIEW

America's Credit Union offers bill payment services (Bill Pay) for our Internet Home Banking (Home Banking) users. Bill Pay provides the capability to initiate payment of bills online, and eliminates the need to write checks and pay postage. Bill Pay is accessible through AMERICA'S CREDIT UNION's Home Banking site, which provides the latest encryption technology available for secure transactions.

### INTRODUCTION

This Bill Pay Disclosure & Agreement (Agreement) governs the Bill Pay service offered by America's Credit Union to those members who use AMERICA'S CREDIT UNION's Home Banking. By using your Home Banking ID and password (login), you will authorize payments to be made on your behalf to others from a designated AMERICA'S CREDIT UNION checking account via the Internet.

#### 1. Passwords and Security

You will access Bill Pay through Home Banking after you have entered your Home Banking ID and password. You are responsible for transactions made with your Home Banking login.

#### 2. Types of Available Electronic Transfers

Bill payments that you authorize will be deducted from the AMERICA'S CREDIT UNION checking account you designate. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. You are not permitted to designate governmental agencies or courts.

You or any persons who you have authorized to use your Home Banking login and Bill Pay service can perform the following transactions:

1. Pay any payee in accordance with this agreement a one-time or recurring amount from your designated AMERICA'S CREDIT UNION checking account.
2. Obtain information (payee information, payment status information, etc.) about your Bill Pay account status.

Transactions cannot be made from any account in an unavailable status, such as: an inactive account, an account for which funds are held or pledged, accounts not in good standing with AMERICA'S CREDIT UNION, or from any account subject to legal process or other encumbrance restricting the transfer.

#### 3. Posting and Timing of Payments and Documentation of Payments

AMERICA'S CREDIT UNION recommends that you schedule your payments a minimum of seven (7) business days before the due date for check payments, and three (3) business days prior for electronic payments. Depending on the payee, payments may be sent electronically or via U.S. Mail, but even electronic payments need at least three (3) business days to be processed.

Payments will be posted at approximately 8:00 p.m. on the scheduled withdrawal date, Sunday through Friday. Payments are processed and sent to the payee the following morning, meaning that payments

are sent Monday through Saturday. Payments are not sent on Sundays or the day before a scheduled holiday. You will receive a confirmation number at the time you schedule each payment.

A record of all Bill Pay transactions will be available in your Bill Pay History, as well as fully disclosed on your monthly checking statement.

#### 4. Liability

AMERICA'S CREDIT UNION and the Bill Pay service will use their best efforts to process all your transactions properly. However, neither AMERICA'S CREDIT UNION nor the Bill Pay service shall incur liability if they are unable to complete any transaction you have initiated because:

1. Your designated checking account and your first overdraft source do not have sufficient funds to complete the payment, or the payment would exceed the credit limit of your overdraft account;
2. The Internet, Home Banking or the Bill Pay service is not working properly and you know or have been advised by AMERICA'S CREDIT UNION or the Bill Pay service about the problem;
3. You have not provided AMERICA'S CREDIT UNION or the Bill Pay service with the correct name, account number, or other required information;
4. Circumstances beyond AMERICA'S CREDIT UNION or the Bill Pay service's control (such as, but not limited to: natural disasters, power interruptions, equipment failure) that prevent the proper execution of the payment, and AMERICA'S CREDIT UNION and the Bill Pay service have taken reasonable precautions to avoid those circumstances.

#### 5. Unlawful Use of Financial Services

Any financial service available through AMERICA'S CREDIT UNION may be used for any transaction permitted by law. You agree that illegal use of any financial service will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at AMERICA'S CREDIT UNION or the Bill Pay service's discretion. You further agree, should illegal use occur, to waive the right to sue AMERICA'S CREDIT UNION for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold AMERICA'S CREDIT UNION harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.

#### 6. Liability and Notification for Unauthorized Internet Bill Pay Transfers

An unauthorized Bill Pay transfer is any bill payment transfer that you have not authorized, including one made with a lost or stolen Home Banking login. If you believe that someone has transferred or may transfer money from your account without your permission, or if your account statement shows transfers you did not make, you must notify AMERICA'S CREDIT UNION at 214-742-6551 during normal business hours. Telephoning is the best way of informing us and of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit). If you tell us as soon as discovery of an unauthorized transfer is made, you may have no liability for the losses.

Notwithstanding the above, you may be liable for greater amounts than listed above to the extent allowed under applicable law, only if we determine that you were grossly negligent or fraudulent in the handling of your account.

#### 7. Who to Call for a Lost or Stolen Home Banking ID and Password (Login)

If you believe that your Home Banking login has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, you should call AMERICA'S CREDIT UNION at 972-494-5328 during normal business hours.

#### 8. In Case of Errors or Questions about your Bill Payments

Contact AMERICA'S CREDIT UNION at 972-494-5328 as soon as possible, during business hours, if you think a payment is incorrect, if you think that someone accessed your account without your permission, or if you need more information about a payment. We must hear from you no later than 60 days after you have received the FIRST statement on which the problem or error occurred. If you tell us orally, we may require that you send your complaint or question in writing within ten (10) business days.

1. Provide your name and account number.
2. Provide the dollar amount of the suspected error.
3. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information. Investigations will be processed as follows:
  - a. Results of the investigation will be communicated with ten (10) business days after we hear from you. Verified errors will be corrected promptly by crediting your account within one (1) business day.
  - b. However, if we need more time, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days so that you will have access to the money during the time it takes us to investigate your complaint or question.
  - c. If we ask you to put your complaint or question in writing, and we do not receive it within ten (10) business days, we may not credit your account.
  - d. If we decide there is no error, we will send you a written explanation within three (3) business days after we complete our investigation, and will debit your account accordingly.

Upon request, we will provide copies of the documents that were used in our investigation.

#### 9. Bill Pay Fee

Use of AMERICA'S CREDIT UNION's Bill Pay service is free of charge to our members. However, should you choose to expedite a payment to a payee who provides this option, said payee may assess a processing fee for which you are responsible.

#### 10. Non-Sufficient Funds

You agree to be liable for any deficit resulting from charges or bill payment overdrafts, whether caused by you or another authorized user to withdraw from your checking account, and you agree to pay AMERICA'S CREDIT UNION or the Bill Pay service's cost to collect the deficit including, to the extent permitted by law, reasonable attorneys' fees. You agree that AMERICA'S CREDIT UNION may terminate your Bill Pay privileges if you violate the terms of this Agreement.

#### 11. Stopping Payments

If you wish to stop a payment to a payee that has not yet been processed, you may simply cancel the payment through Bill Pay. Once the funds have been withdrawn from your account, payments that are processed electronically cannot be stopped. Payments that are processed by check may be stopped as long as the check has not cleared, although we do not guarantee that we can stop the payment. A stop payment fee, in accordance with AMERICA'S CREDIT UNION's current Fee Schedule, will be assessed.

#### 12. Disclosure of Account Information

We will disclose information to third parties about your account(s) or transactions(s) as follows:

1. To a payee or their financial institution, in order to complete the transaction; or
2. Where it is necessary for completing the transaction; or

3. In order to verify the existence and condition of your account for a credit bureau; or
4. In order to comply with government agency or court orders; or
5. If you give us your written permission.

See AMERICA'S CREDIT UNION's Privacy Policy for complete details concerning how we protect and handle your personal information.

### 13. Applicable Law

Except to the extent that federal law is controlling, your rights, our rights, and the terms of this agreement will be governed in all respects by Texas State law.