

## **BILL PAY AGREEMENT/DISCLOSURE**

This is your Bill Pay Agreement with Financial Partners Credit Union. You may use Financial Partners Credit Union's Bill Pay services (the "Service") to direct Financial Partners Credit Union to make payments from your designated checking account to the Payees you choose in accordance with this Agreement. The terms and conditions of this Agreement are in addition to the Account agreements, disclosures and other documents in effect governing your Account, which are incorporated herein by this reference, including but not limited to the Electronic Services Disclosure and Agreement, the Online Banking Disclosure and the Truth In Savings Account Agreement (collectively, the "Account Rules"). To the extent of any conflict between this Agreement and the Account Rules, this Agreement shall control. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

"We, Our, Us", and "FPCU" mean Financial Partner Credit Union. "You" or "your" means each person who is authorized to use the Service. "Payee" means anyone, including Financial Partners Credit Union, you designate and Financial Partners Credit Union accepts as a payee. Financial Partners Credit Union reserves the right to refuse the designation of a Payee for any reason.

Each Payee accepted by Financial Partners Credit Union will be assigned a payee code. You may pay most any Payee. Please find below specific rules governing FPCU Bill Pay:

- 1) The Payee must be located in the United States.
- 2) Payments should not be remitted to tax authorities or government and collection agencies.
- 3) Payments should not be remitted to security companies such as Ameritrade for stock purchases or trade taxing authorities.
- 4) Court directed payments should not be remitted (Alimony, child support, or other legal debts).
- 5) You may schedule a single Bill Payment up to \$20,000.

Financial Partners Credit Union is not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not on your Authorized Payee list. Financial Partners Credit Union will not be responsible for any late fees, penalties, or losses that may be incurred for payments listed in 2-4 above.

When the Service is linked to one or more joint accounts, we may act on verbal, written or electronic instructions of any authorized signer. Joint accounts using the same payee code will be identified as one service.

### **THE BILL PAYING PROCESS**

#### **Single Payments**

A single payment will be processed on the business day (Monday through Friday, except federal holidays) that you designate as the payment's Withdrawal Date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is currently 1:00 PM PST. A single payment submitted after the cut-off time on the designated Withdrawal Date will be processed on the following business day. If you designate a non-business day (weekends and federal holidays) as the payment's Withdrawal Date, the payment will be processed on the first business day following the designated Withdrawal Date.

## **Recurring Payments**

When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a Withdrawal Date is calculated for the next occurrence of the payment. If the calculated Withdrawal Date is a non-business day (weekends and federal holidays), it is processed the first business date after the calculated Withdrawal Date.

## **Expedited Payments**

Expedited Bill Payments will require FPCU to send a physical check to your Payee, the check amount will be debited from your account ONCE the Payee deposits your check, and your check clears your designated checking account. Be sure to deduct the amount from your checking account balance. Please note there is a fee for this service.

**IMPORTANT INFORMATION:** If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated Withdrawal Date, then the last calendar day of that month is used as the calculated Withdrawal Date.

For Single and Recurring Payments, payments will be debited from your designated checking account as follows:

- 1.) YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE ACTUAL DUE DATE (not the late date and/or the grace period), for each Bill Payment to reach the Payee.
  
- 2.) Bill Payments will be debited from your account on the date you designate your Withdrawal Date
  
- 3.) If that date falls on a weekend or federal holiday, your payment will be debited the next business day.
  
- 4.) Any Bill Payment can be changed or canceled, provided you access Bill Pay prior to the cut-off time (1PM PST) on the business day prior to the business day the Bill Payment is going to be initiated.

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all Bill Payments requested, as well as, any other payment obligations you have to Financial Partners Credit Union. Financial Partners Credit Union reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient available funds in the Account and Financial Partners Credit Union has not exercised its right to reverse or reject a Bill Payment, you agree to pay for such payment obligations, on demand. You further agree Financial Partners Credit Union, at its option, may charge any of your accounts to cover such payment obligations. Financial Partners Credit Union reserves the right to change the cut-off time. You will receive notice prior to any changes made to the FPCU Bill Pay Service.

## LIABILITY

You are solely responsible for controlling the safekeeping of and access to, your login information to eBanking. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority.

You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. Financial Partners Credit Union is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. Financial Partners Credit Union is not liable for any

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failure to make a Bill Payment if you fail to promptly notify Financial Partners Credit Union after you learn that you have not received credit from a Payee for a Bill Payment. Financial Partners Credit Union is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be Financial Partners Credit Union's agent. In any event, Financial Partners Credit Union will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if Financial Partners Credit Union has knowledge of the possibility of them. Financial Partners Credit Union is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond Financial Partners Credit Union's reasonable control.

You agree to indemnify and hold us harmless from any and all third party claims, liability, damages, expenses and costs (inclusive of attorneys fees) caused by or arising from your use of the Service or your violation of the terms and conditions contained herein.

#### AMENDMENT AND TERMINATION

Financial Partners Credit Union has the right to change this Agreement at any time by notice mailed or emailed to you at the current address or email address shown on the Account on Financial Partners Credit Union's records, by posting notice in branches of Financial Partners Credit Union, or as otherwise permitted by law. Continued use of the Service will constitute acceptance of any new or amended terms and conditions.

Financial Partners Credit Union has the right to terminate this Agreement at any time. You may terminate this Agreement by calling us at 1-800-950-7328.

Financial Partners Credit Union is not responsible for any fixed payment made before Financial Partners Credit Union has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by Financial Partners Credit Union on your behalf.

#### Bill Pay Service Fee

**FREE**-The fee for the Bill Paying Service is \$0.00 per month, for an unlimited number of monthly payments. **Refer to the Financial Partners Credit Union Fee Schedule included, or, received when you opened your account, for other fees including overdraft fees and NSF.** Financial Partners Credit Union reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

Bill Payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Services Disclosure and Agreement included, or, received when you opened your account, which discloses important information concerning your rights and obligations.

#### Additional Charges

Additional fees may apply for certain specialized transactions ex: expedited payments