

# **Bill Payment Agreement**

This is your bill paying agreement with **Members First Credit Union**.

You may use Members First Credit Union bill paying service to direct Members First 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 from time to time governing your account.

# Service Fees:

There is no monthly service fee associated with bill payment services. Non-sufficient Funds Fees will be charge for each item paid that draws your checking account negative. Refer to the Fee Schedule for details.

#### **Rush Fees:**

If at any time you initiate a rush payment, you are also agreeing to accept the fee associated with this service. The amount of that fee will be disclosed to you at that time. This fee will be separate from the expedited transaction and will be charged directly to your current bill pay account.

# Instructions for Setting up Payees & Payments:

Payees: If you want to add a new "Payee," first select the "Payee" tab located in the bill pay.

• The Credit Union reserves the right to refuse the designation of a "Payee" for any reason.

Payments: You may add a new payment to a "Payee" by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the service.

- You may pay any "Payee" with-in the United States (including U.S. territories and APO's / AEO's).
- The Credit Union is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

# **The Bill Paying Process**

Single Payments – A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by the Credit Union, is currently **2:00 pm EST.** 

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing 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 processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

*Note:* 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 processing date, then the last calendar day of that month is used as the calculated processing date.

# **Single and Recurring Payments**

The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your "Payees".

# **Cancelling a Payment**

A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date.

#### **Mobile Bill Payment Service**

The Mobile Bill Payment Service allows you to use a mobile device such as a cell phone, PDA, or any other wireless device to direct payments to payees that you wish to pay, subject to the terms and conditions of your online banking agreement with Members First Credit Union.

#### Charges

Members First Credit Union does not charge fees for use of Mobile Bill Payment Services. Your wireless carrier may charge you a fee for accessing the Mobile Bill Payment Service. Please contact your carrier to get specific details concerning your wireless data plan and fees.

#### Your Responsibilities

You agree that payments made using the Mobile Bill Payment Service are the same as those made using paper checks, drafts, transfers, or online payments and are bound by the same rules, regulations, state, and federal laws.

Payees must be set up using your online banking account before you are able to make a payment using the Mobile Bill Payment Service.

If you permit other persons to use your Mobile Bill Payment Service User ID and Password to access this service, you are responsible for any transaction they authorize from your Payment Account.

If you believe that your User ID or Password is lost, stolen, or known to someone who is not an Authorized User, report it immediately to Members First Credit Union. Your liability is determined by Members First Credit Union's policies, federal, and state law.

# **Available Funds**

Funds must be available in your checking account by 2:00pm on the scheduled processing date in order for payment to be processed.

#### Liability

- You are solely responsible for controlling the safekeeping of and access to your Personal Identification Number (PIN).
- If you want to terminate another person's authority to use the Bill Pay service, you must notify the Credit Union and arrange to change your PIN.
- You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.
- The 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.
- The Credit Union is not liable for any failure to make a bill payment if you fail to promptly notify the Credit Union after you learn that you have not received credit from a "Payee" for a bill payment.
- The 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 the Credit Union's agent.

#### Amendment

The Credit Union has the right to change this agreement at any time by notice mailed to you at the last address shown for the account on the Credit Union's records, by posting notice in branches of the Credit Union, or as otherwise permitted by law.

# Termination

- The Credit Union has the right to terminate this agreement at any time.
- You may terminate this agreement by written notice to the Credit Union.
- The Credit Union is not responsible for any fixed payment made before the Credit Union has a reasonable opportunity to act on your termination notice.
- You remain obligated for any payments made by the Credit Union on your behalf.