

# **ELECTRONIC DISCLOSURE OF TERMS AND CONDITIONS AGREEMENT FOR BANGOR FEDERAL CREDIT UNION INTERNET BILL PAY SERVICE**

**Note:** All references within this document to the terms "Payment Service" and/or "the Service" reflect the Internet Bill Pay Service offered by Bangor Federal Credit Union.

## **BILL PAY SERVICE**

I acknowledge electronic receipt of the Terms and Conditions Agreement ("Agreement") associated with Bangor Federal Credit Union Internet Bill Pay Service and agree that I have read and will abide by this agreement. I also agree Bangor Federal Credit Union does not need to provide me with an additional paper (non-electronic) copy of this Agreement unless specifically requested. Further, I understand that a copy of this Agreement can be printed by using my browser's print command and a printer.

## **INTRODUCTION**

You may use Bangor Federal Credit Union's bill paying service, iPay, to direct Bangor Federal 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.

## **USE OF A THIRD-PARTY BILL PAY SERVICE PROVIDER**

iPay is the third-party bill pay service provider who Bangor Federal Credit Union has contracted with to provide bill pay service to its members. iPay will be processing bills. Accordingly, the term "iPay" represents the customer service provided by iPay to Bangor Federal Credit Union. Bangor Federal Credit Union, at its sole discretion, reserves the right to change internet bill pay service providers.

## **ENROLLMENT REQUEST FOR THE INTERNET BILL PAY SERVICE**

Bangor Federal Credit Union reserves the right to refuse enrollment in the Internet Bill Pay Service to any member who does not meet the Internet Bill Pay Service criteria which has been established by Bangor Federal Credit Union and/or iPay. Included in these criteria is a requirement that subscribers to this service must live within the United States, its possessions and territories.

## **INTERNET BILL PAY SERVICE**

As used in this Agreement, the term "Payee" means the vendor, biller, person or entity to whom you wish a bill payment to be directed; "Payment Instructions" means the information provided by you to the Service for a bill payment to be made to your Payee (e.g., Payee name, account number, payment amount, payment date, etc.); "Payment Account" means your Checking Account and, in the instance of non-sufficient funds and/or an overdrawn account, any applicable share account or available balance on line of credit accounts (e.g., line of credit overdraft accounts) at Bangor Federal Credit Union, from which all bill payments may be made and/or such funds collected; "Business Day" means Monday through Friday, excluding Federal holidays; "Payment Date" means the Business Day of your choice upon which your bill payment will be made and your Payment Account will be debited; and "Cutoff Time" means 2:00pm Eastern Standard Time on any Business Day, and is the time by

which you must transmit instructions to have them considered entered on that particular Business Day.

The Bill paying process can be outlined by Single Payments and Recurring payments. A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payments' processing date, provided the payment is submitted prior to the daily cut-off time on that date. As mentioned above, the daily cut-off time, is currently 2:00pm Eastern Standard Time.

**Note:** 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.

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.

By providing the Payment Service with the names and account information of those entities and/or persons to whom you wish to direct payment, you authorize the Service to follow the Payment Instructions that it receives from you or your authorized user through the Internet Bill Pay Service. When the Service receives a payment instruction, you authorize it to debit your Payment Account and remit funds on your behalf so that the funds arrive as close to the Business Day designated by you as soon as reasonably possible.

For this reason, it is necessary that all Payment Dates selected by you be no later than the actual due date for payments (not the late date and/or a date in the grace period). It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. Payment instructions entered after the Cutoff Time or on a non-Business Day will be considered entered in the Service on the next Business Day. If you properly follow the procedures described herein, and the Service fails to send a payment according to the Payment Instructions received, the Service will bear responsibility for all late charges. In any other event, including but not limited to choosing a Payment Date which is past the due date stated on your invoice or bill, the risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by you.

A bill payment is "In Process" starting at the Cutoff Time on the Payment Date. A bill payment is a "Pending Payment", starting from the time you enter Payment Instructions until the payment is "In Process." A bill payment is considered "In Process" on the Business Day you selected as the scheduled Payment Date. A payment is considered "Completed" when iPay issues the payment either by check or electronically. You may cancel or edit any Pending Payment (including recurring

bill payments) by within the Internet Bill Pay service. There is no charge for canceling or editing a Pending Payment. Please note: we may not have a reasonable opportunity to act on any stop payment or cancellation order given after a payment is "In Process" and it is not possible to stop or cancel a payment which is "Completed." If you desire to cancel or stop any payment which is "In Process", you must call Bangor Federal Credit Union at 207-947-0374. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. Stop payment requests sent to us via electronic mail or in any other manner will not reach us in time for us to act on your request. Stop payment requests will be accepted only if we have a reasonable opportunity to act on such a stop payment order. If you call, we may also require you to present your request in writing within fourteen (14) days after you call. The charge for each stop payment order will be the then current charge for such service as disclosed in our Rate & Fee Schedule. The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability if it is unable to complete any payments initiated by you through the Service because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, your Payment Account does not contain sufficient funds to complete the payment or transfer, your Bill Pay account may be blocked from making subsequent payments for up to three (3) business days or until the funds are available to cover the requested payment.;
- The bill payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
- Payee mishandles or delays a payment sent by the Service;
- You have not provided the Service with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment;
- Circumstances beyond the Service's control (such as, but not limited to, fire, flood, or interference from an outside force) that prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing five (5) exceptions to the Service's performance obligations are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment account or causes funds from your Payment Account to be directed to a person or entity which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account and for directing to the proper recipient any previously misdirected payments or transfers.

Payment will be made to your Payee either electronically via the Automated Clearing House (ACH) or by check. The method of payment depends upon the processing method that can be accommodated by the Payee or iPay (e.g., some Payees are unable to accept electronic payments).

The payment may be deducted from your Payment Account by two methods depending upon the amount of the payment and your credit history. The two methods are: 1.) Via an electronic debit through the Automated Clearing House Association (ACH) or 2.) Via a draft drawn on your account and processed through the Federal Reserve System (as if you had written a check drawn upon your Checking Account.) All bill payments debited from your account will appear on your monthly Statement of Account and under the "BILL PAY HISTORY" section of the Internet Bill Pay on the Bangor Federal Credit Union Bill Payment System. ACH debits will reflect the name of the Payee (e.g., XYZ Utility Company) as well as the date and amount; payments by check will be reflected on your statement with a date, check number, and amount. All payments can be viewed with the Payee's name, payment amount and payment date by reviewing your recent payment history under the electronic Payment List option provided to you as part of the Internet Bill Pay Service.

## **PROHIBITED PAYMENTS**

The following payment types are prohibited through the Service:

- Tax Payments;
- Court Ordered Payments;
- Payments to Payees outside of the United States or its possessions/territories.

NOTHING CONTAINED IN THIS AGREEMENT SHALL IMPOSE ANY LIABILITY ON THE SERVICE OTHER THAN THOSE ITEMS LISTED IN THE FOLLOWING PARAGRAPH. YOU FURTHER AGREE THAT THOSE ITEMS SHALL BE YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLTION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND OR THE SERVICE. IN ANY DISPUTE THAT MAY ARISE, YOU AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AS TO ANY ACTION WHICH MAY ARISE AS A RESULT THIS AGREEMENT OR ANY DOCUMENT CONTEMPLATED, REQUIRED OR EXECUTED IN CONNECTION HEREWITH.

## **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 Bangor Federal 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.
- Bangor Federal 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.
- Bangor Federal 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.
- Bangor Federal 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 Bangor Federal Credit Union's agent.

## **ERRORS AND QUESTIONS**

In case of errors and questions, refer to the Membership Agreement and Disclosures for steps to take in order to notify the Credit Union of the error or question.

## **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transfers you make ONLY in the following situations:

- If, we return transfers or payments made from your account which are drawn on insufficient funds or if we are unable to complete an electronic transfer or payment because of insufficient funds, or;

- Where it is necessary for completing transfers, or;
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant, or;
- To a consumer reporting agency for quality assurance, or;
- In order to comply with a governmental agency or court orders, or;
- If, you give us your written permission.

## **CHARGES OR FEES**

As a participant in the Internet Bill Pay Service you will be charged according to our Rate and Fee Schedule.

**Please note:** Your Bangor Federal Credit Union loan accounts can be paid using the Online Banking Service by using the transfer option or by automatic transfer from your Bangor Federal Credit Union Checking account at no charge. Additionally, charges for other transactions and optional services (e.g., Non-Sufficient Funds or Stop Payment Fees) are specified in Bangor Federal Credit Union's Rate & Fee Schedule which can be found on the Bangor Federal Credit Union web site at [www.bangorfederal.com](http://www.bangorfederal.com).

If you opt to utilize the expedited payment services, you will be charged \$19.95 for overnight rush and \$14.95 for second day rush.

Other charges or fees may be applicable should you choose to utilize the gift checks or charitable donation checks. Such fees will be disclosed to you at the time of purchase.

You agree to pay such fees and charges, and authorize the Service to charge your designated Payment Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your savings or loan accounts will continue to apply.

You are responsible for any and all telephone access fees or Internet service fees that may be assessed by your telephone utility and/or Internet Service Provider.

## **In the Event a Service Transaction Is Returned and/or Overdraws Your Payment Account**

In using the Service, you are requesting the system to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are not sufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In these cases, you agree that a non-sufficient funds (NSF) fee will be charged in accordance with Bangor Federal Credit Union established and published fees. Further, you also agree that a Member Privilege fee may be charged to your account even if the payment is not returned but is paid and overdraws your Payment Account.

By enrolling for and using this Internet Bill Pay service you agree that Bangor Federal Credit Union has the right to transfer funds from your available balance on your line of credit account as well as from all of your share accounts to recover funds for all payments that have been requested to be paid by you and your authorized user: this includes accounts on which you are the primary member-owner, as well as accounts on which you are the joint owner.

## **ALTERATIONS AND AMENDMENTS**

The terms of this Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall send notice to you at your address of

record or by secure electronic message via the Bangor Federal Credit Union Online Banking service. Any use of the services after the service sends you a notice of change will constitute your agreement to such change(s). Further, the Service, may, from time to time, revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the Internet Bill Pay programs, services, and/or related material and limit access to the Service's more recent revisions and updates.

### **ADDRESS CHANGES**

You agree to promptly notify Bangor Federal Credit Union member service in writing of any address change. Changing your address on the Service does not automatically update your address of record at Bangor Federal Credit Union. Similarly, updating your address at Bangor Federal Credit Union does not automatically update the address on the Service.

### **TERMINATION OR DISCONTINUATION**

In the event you wish to discontinue the Service, you must contact Bangor Federal Credit Union within 10 days prior to the actual service discontinuation date. You must request the service discontinuation by written correspondence sent via the mail. Written notice must be signed and sent to:

Bangor Federal Credit Union  
PO Box 1161  
Bangor, ME 04402-1161

Bangor Federal Credit Union may terminate Service to any individual at any time with or without cause, and without advance notice. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

Bangor Federal Credit Union is not responsible for any fixed payment made before the Credit Union has reasonable opportunity to act on your termination notice. Additionally, you will remain obligated for any payments made by Bangor Federal Credit Union on your behalf.

### **PAYEE LIMITATIONS**

The Service reserves the right to refuse to pay any person or entity to which you may direct a payment. The Service is obligated to notify you promptly if it decides to refuse to pay a person or entity designated by you. This notification is not required if you attempt to pay tax or court-related payments or payments outside the United States and its possessions/territories (American Samoa, Guam, Marshall Islands, Micronesia, N. Mariana Islands, Palau, Puerto Rico and the Virgin Islands), which are prohibited under this agreement.

### **INFORMATION AUTHORIZATION**

Through your enrollment in the Internet Bill Pay Service, you agree that Bangor Federal Credit Union (or its third-party bill pay service provider) reserves the right to request a credit agency report and/or a review of your credit rating at its own expense through an authorized credit agency/bureau. In

addition, you agree that the Service reserves the right to obtain financial information regarding your account from a merchant or financial institution to resolve payment-posting problems.

## **DISPUTES**

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what one of the Service's employees says and the terms of this Agreement, the terms of the Agreement shall control.

## **ASSIGNMENT**

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third-party service providers.

## **NO WAIVER**

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## **CAPTIONS**

The captions of Sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions for the Agreement.

## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine, without regard to its conflicts of law provisions.

## **DISCLAIMERS**

**Disclaimer of Warranties:** You agree that your use of the bill pay service is at your risk and is provided on an "as is" and "as available" basis. We disclaim all warranties of any kind as to the use of any bill pay, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that any remote service will meet your requirements or will be uninterrupted, timely, secure, or error free. We make no warranty that the results that may be obtained will be accurate or reliable or that any errors in any remote service or technology will be corrected.

**Limitation of Liability:** You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other losses incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of any remote credit union service, regardless of the form of the action or claim (whether contract, tort, strict liability or otherwise), even if we have been informed of the possibility thereof, except as otherwise required by law.

**Accountholder's Indemnification Obligation:** You understand and agree that you are required to indemnify and hold us and our technology partners harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of services provided and/or breach of the Membership Agreement and Disclosure (including, but not limited to, any breach of the warranties, representations, or obligations contained in this Agreement). You understand and agree that this paragraph shall survive the termination of this Agreement.