

Bulldog Federal Credit Union Online Bill Pay & e-Payments Terms and Conditions

Bill Pay Service

I acknowledge electronic receipt of the Terms and Conditions Agreement ("Agreement") associated with BFCU's Internet Bill Pay and e-Payments Service ("Service") and agree that I have read and will abide by this agreement. I also agree that BFCU does not need to provide me with an additional paper (nonelectronic) 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.

Use of a Third-Party Service Provider

Allied Payment Network (APN) is the third-party provider with whom BFCU has contracted to provide the Service to its members. APN will process the bills. BFCU, at its sole discretion, reserves the right to change Service providers.

Enrollment Request for the Service

BFCU reserves the right to refuse enrollment in the Service to any member who does not meet the Service criteria which has been established by BFCU and/or APN. Included in these criteria is a requirement that subscribers to this Service must live within the United States, its possessions and territories.

Bill Payments

You may make payments through the Service to any business, person or professional ("PAYEE") that has an address which can be verified. Bill Payments ("BILL PAYMENTS") may be made only to Payees with a United States payment address. The Service reserves the right to refuse to accept any bill payment transaction. BILL PAYMENTS for alimony, child support, taxes, government fees, or court ordered payments are not always accepted. You can make these payments, but the Service does not guarantee that it will be accepted or posted in a timely fashion. You must do so at your own risk.

- a. BILL PAYMENTS will be sent to the PAYEE either electronically or by paper check mailed to the PAYEE via the U.S. Postal Service. The choice of electronic or paper check is solely at the discretion of the Service. Checks, electronic payments, and withdrawal orders of any kind can be drawn on your Account in any order. You should be aware that other transactions (such as ATM, on-line transfers or in-branch withdrawals) may affect the amount of funds available to make your payment.
- b. When you schedule a bill payment transaction, you authorize BFCU to reduce the Account balance accordingly. If the available balance in the Account is not sufficient to make payments you have authorized, BFCU may either refuse to pay the item or make the payment and thereby overdraw the account. In either event, you are responsible for any insufficient funds and overdraft charges may be imposed, as stated in BFCU's fee and disclosure statements. BFCU reserves the right to refuse to honor payment requests that may reasonably appear to be fraudulent or erroneous.
- c. When a BILL PAYMENT is scheduled, an estimated delivery date is given, based on the method of delivery being used to make the payment. However, payments should be scheduled at least five (5) business days before the business day on which a bill payment is due to ensure that the Service has sufficient time to process and deliver the payment. The Service is not responsible for payment delivery delays caused by the U.S. Postal Service or for payment processing delays after the PAYEE has received the payment. Any charges imposed as a result of your failure to transmit bill payment transactions at least five (5) business days before a payment is due are your responsibility. SERVICE's responsibility for any late payment beyond this timeframe is strictly limited to the late charge only, up to a MAXIMUM of \$50. The Service is not responsible for finance charges, interest, indirect, incidental, special or consequential damages related to the late payment.
- d. The Service may be used to authorize automatic recurring BILL PAYMENTS of repetitive bills. You may schedule recurring payments to be automatically initiated for a fixed amount on a weekly, biweekly, monthly, quarterly or annual basis. The day on which the payment is to be sent is referred to as the "Date/Recurrence." If the payment date/recurrence is scheduled for a non-business day, it will be processed on the **prior** business day.

ACH, Transfers, Person-to-Person, and other Electronic Payments

You may make other electronic payments through the Service to any business, person or professional. Electronic Payments ("e-PAYMENTS") may be made only to Payees within the United States, if the necessary information needed for the delivery method is entered. The Service reserves the right to refuse to accept any e-PAYMENT transaction.

- a. e-PAYMENTS will be sent to the PAYEE either electronically via Automated Clearing House or by some other electronic delivery method. The choice of delivery method is solely at the discretion of the Service. Checks, electronic payments, withdrawal tickets or instruments can be drawn on your Account in any order. You should be aware that other transactions (such as ATM, on-line transfers or in-branch withdrawals) may affect your Account Balances
- b. When you schedule an e-PAYMENT transaction, you authorize BFCU to reduce the Account balance accordingly. If the available balance in the Account is not sufficient to make payments you have authorized, BFCU may either refuse to pay the item or make the payment and thereby overdraw the account. In either event, you are responsible for any insufficient funds and overdraft charges may be impose, as stated in BFCU's fee and disclosure statements. BFCU reserves the right to refuse to honor payment requests that may reasonably appear to be fraudulent or erroneous.
- c. When an e-PAYMENT is scheduled, an estimated delivery date is given, based on the method of delivery being used to make the payment. All payments should be scheduled to allow 1 additional day beyond the estimated delivery date for the PAYEE to post the payment. You are responsible for any charge that may be imposed as a result of your failure to allow for additional day. The Service's responsibility for any late charges is strictly limited to the late charge only, up to a MAXIMUM of \$50. The Service is not responsible for finance charges, interest, indirect, incidental, special or consequential damages related to the late payment.

The Service may be used to authorize automatic recurring e-PAYMENTS of repetitive bills. You may schedule recurring payments to be automatically initiated for a fixed amount on a weekly, biweekly, monthly, or quarterly. The day on which the payment is to be sent is referred to as the "Date/Recurrence." If the payment date/recurrence is scheduled for a non-business day, it will be processed on the **prior** business day.

Stopping BILL PAYMENTS or e-PAYMENTS

The following steps may be taken to delete or stop pending BILL PAYMENTS or e-PAYMENTS:

- a. **Deleting Payments.** If you have scheduled a BILL PAYMENT OR e-PAYMENT and would like to cancel the payment, you must do so before the payment is processed. The time varies based on the settlement method being used for the payment. If you cannot access the on-line banking service to request that the payment be deleted, please contact the FI for further assistance, prior to the cut-off time.
- b. **Liability for Failure to Delete a Payment.** You cannot delete or cancel a payment after it has been processed. BFCU is liable, only if you notify BFCU at least one (1) business day or more before the scheduled payment date. Otherwise, BFCU is not responsible for any indirect, incidental, special or consequential damages, except to the extent such limitation of liability is not permitted by law.
- c. **Stopping Payments.** Once the on-line payment has been processed, you CANNOT delete or stop BILL PAYMENTS settled electronically, or e-PAYMENTS. You *may* be able to stop a BILL PAYMENT only if it has been paid by paper check. To stop an on-line paper payment, contact BFCU's customer service department at (301)797-6318. BFCU *will only be able to stop the on-line check payment if the paper check has not cleared and is able to process the stop payment request before the check clears.* To be effective, this type of stop payment request must precisely identify the name of the Payee, the Payee-assigned account number, payment amount and date you scheduled the payment to be processed. If you call, BFCU will also require you to put your request in writing and get it to BFCU within fourteen (14) calendar days after you call. BFCU will charge your account our regular fee for each stop payment order you give. BFCU will not be responsible for failing to act on a stop payment if you do not give BFCU correct Payee information or if BFCU does not have a reasonable opportunity to process the stop payment order.