



EGLIN FEDERAL CREDIT UNION

838 Eglin Parkway NE, Fort Walton Beach, FL 32547-2781
850.862.0111 • 800.367.6159 • eglinfcu.org

TERMS & CONDITIONS AGREEMENT FOR BILL PAYMENT SERVICE

Revised May 2, 2016

Change in Terms effective June 1, 2016 Section 7. HOW TO SET UP PAYEES/PAYMENTS - now includes:

The minimum payment amount is \$1.00 and the maximum payment amount is \$35,000. The transfer of funds amount is limited to \$2,500.00. To request an increase in the payment or transfer limit(s), contact us at 850.862.0111 ext. 1421 Monday-Friday between 9:00-5:00 PM (CST).

This document contains the terms and conditions for the Internet Bill Payment Service and the disclosures required by the Electronic Funds Transfer Act.

1. CONSENT TO ELECTRONIC DISCLOSURE

I acknowledge electronic receipt of this Terms and Conditions Agreement ("Agreement") associated with Eglin Federal Credit Union's Internet Bill Payment Service and agree that I have read and will abide by this Agreement. I also agree that EFCU does not need to provide me with an additional paper 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.

2. DEFINITIONS

This Agreement and Disclosure contains the following terms:

- A. "Bill Payer" or "Service" refers to the Internet Bill Payment Service offered by EFCU through our on-line account access service, *Home Branch*.
- B. "Business Day" means Monday through Friday, 9:00 a.m. - 5:00 p.m. Central Standard Time (CST), excluding certain holidays.
- C. "Cutoff time" means 3:00 p.m. CST on any Business Day, and is the time by which the Service must receive Payment Instructions to have them considered entered on that particular Business Day.
- D. "Financial Institution," "We," "us," "our" or "EFCU" shall refer to Eglin Federal Credit Union.
- E. "Payee" means the person, merchant or entity to which you direct a payment.
- F. "Payment Instruction" means the information provided by you to the Service for a payment, including; Payee name, payee address, account number, payment amount, payment date, etc.
- G. "Process Date," "Scheduled Payment Date" or "Debit Date" means the Business Day you designate on which your bill payment will be debited from your Checking Account. It is the start date of the payment process. Please note that it is not the same as the "due date" of your payment.
- H. "Month" is the calendar month.

3. EFCU BILL PAYER SERVICE

Bill Payer is a consumer electronic service made available pursuant to a license agreement between EFCU and iPay Technologies, LLC. To access Bill Payer you must have a personal computer (PC) or electronic device with Internet access and a password for EFCU's *Home Branch*. You must enter your *Home Branch* password to satisfy the system's security requirements. You must also complete a Bill Payer enrollment form and agree to this Terms and Conditions Agreement.

4. CHECKING ACCOUNT

In order to use the service you must have an active EFCU Checking Account. This account will be the payment account from which transactions will be processed through the Bill Payer service.

5. AVAILABILITY OF SERVICE

The Bill Payer service is available 24 hours a day, 7 days a week. However, Bill Payer may be temporarily unavailable due to EFCU record updating or technical difficulties.

6. CHARGES OR FEES

- A. **Monthly Service Fees** For each calendar month that you complete at least three (3) transactions the bill payment service is free. For any month that you do not complete at least 3 transactions, on the first day of the following month, your EFCU checking account will be charged a \$5.00 service fee for the previous month. There is no free trial period. When you enroll for Bill Payer you authorize us to charge your EFCU Checking Account for any transactions processed through the use of Bill Payer. This includes the amount of any payments made, any charges for the service and any required fees.
- B. **Other Charges** Charges for optional services such as Stop Payment Fees will also be debited from your EFCU Checking Account. You are responsible for any and all telephone access fees or Internet service fees that may be assessed by your phone service company and/or Internet Service Provider. We reserve the right to charge you for research time involving payments no longer available from on-line history. You will be informed of any such charges before they are incurred. There may be additional charges for member requested services including but not limited to:
 - Written Correspondence to Payee: \$10.00

- Per proof of payment not necessitated by a dispute: \$10.00
- Payments returned by Payee: \$5.00

C. **Applicable to All Fees** If you do not have sufficient funds in your account on the date the fee is payable, you authorize us to overdraw your EFCU account for the amount of the fee. You are liable for the account shortage resulting from this overdraft

7. HOW TO SET UP PAYEES/PAYMENTS

To add a new Payee, use the "Payments" or "Add Payee" tabs. You may search the payee data base for a particular Payee. To add a new payment to an existing Payee, use the "Payee" drop down or select "Add Payee" tab from Main, then "View Payee" and select "Pay" and enter the requested information. You also have the option to "Edit" or "Delete" Payees. The Financial Institution reserves the right to refuse the designation of a Payee for any reason. Each Payee accepted by the Financial Institution will be assigned a payee code. You may pay almost any payee you wish. However, **the Payee must be located in the United States**. You can use this system to send payments to your son/daughter in college, your local doctor, credit cards, charitable donations, etc. You may transfer funds to your own account at another financial institution. You may also transfer funds to another person's account at another financial institution; however, to do this, you must establish a keyword with that person and use their email address to set up a payment to them. For additional fees, you may also set up a "gift check" payment which is drawn against your EFCU checking account to another person/charity, and you may establish a "rush" next-day or second business day delivery payment to a person/entity. A Payee is defined as anybody (company or individual) to whom you want to send money. The minimum payment amount is \$1.00 and the maximum payment amount is \$35,000. The transfer of funds amount is limited to \$2,500.00. To request an increase in the payment or transfer limit(s), contact us at 850.862.0111 ext. 1421 Monday-Friday between 9:00-5:00 PM (CST).

Please note: You can make payments to your EFCU loan accounts using this service. You can also make your payments by authorizing an internal Periodic Transfer of Funds at no charge (available through EFCU New Account offices or Member Services) or by transferring funds inside of Home Branch.

8. THE BILL PAYING PROCESS

A. **Accessing the Service** Access into the Bill Payer Service is through the *Home Branch* button on Eglin Federal Credit Union's Web Site located at www.eglinfcu.org or through the Eglin FCU Mobile App. Select "Pay Bills."

B. Payment Processing

1. Single Payments

Payment will be processed on the business day (Monday through Friday, except certain holidays) you designate as the payment's Process Date, provided the Payment Instruction is received by the Service prior to the daily Cutoff time. The daily Cutoff time is currently 3:00 P.M. CST. A single Payment Instruction received after the Cutoff time on the designated Process Date will be processed on the following business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's Process Date, the payment will be processed on the first business day following the designated Process Date.

2. Recurring Payments

When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency setting for the payment, a Process Date is calculated for the next occurrence of the payment. If the calculated Process 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 Process Date for the new occurrence of the payment is adjusted to the first business date prior to the calculated process date.

- If the recurring payment's "Pay After" is selected, the Process date for the new occurrence of the payment is adjusted the next business date after the calculated process date.
- If the recurring payment's "Pay Before" option is not selected (or if the "Pay Before" option is not available), the Process Date for the new occurrence of the payment is adjusted to the first business date after the calculated Process Date.

Note: If your frequency setting for a recurring payment specifies 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 Process Date, then the last calendar day of that month is used as the calculated Process Date.

Payment will be made to your Payee by one of the following methods:

- Via an electronic credit through the Automated Clearing House Association (ACH), or
- Via a check processed through the Federal Reserve System.

The method of payment depends upon the processing method that can be accommodated by the Payee and Bill Payer. Some Payees are unable to accept electronic payments.

3. Transactions

For all Payments, YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE DUE DATE, for each payment to reach the Payee. (For Mid-West members, allow 7 business days and for West- Coast members, allow 8 business days.) Any payment can be changed or canceled, provided you access the Bill Payer Service prior to the Cut-off time, currently 3:00 CST, on the business day the payment is to be processed. All payments debited from your EFCU account will appear on your monthly Checking Account statement. Each payment will reflect the name of the payee, the amount, as well as the date of the debit. Payments can also be viewed in the Bill Payer system from the "Payment History" tab.

4. Funding

Funds will be taken out of your Checking Account on the designated Process Date. You agree to have available and collected funds on deposit in your Checking Account to pay for all payments requested, as well as any other payment obligations you have to us. We reserve the right, without liability, to reject or reverse a payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in your Checking Account, and you have elected Overdraft Protection from Savings, Money Market or Line of Credit, then funds may be transferred to cover the designated payment provided there are available funds. If funds are not available in your account to complete a payment request then we may at our discretion honor the payment request and charge a Courtesy Pay Fee (See Eglin Federal Credit Union's SERVICE FEE schedule). Federal regulations provide that preauthorized telephone, Internet or automatic transfers to cover overdrafts from Share Savings or Money Market accounts cannot exceed six (6) in number per calendar month. If you do not have sufficient funds in your account and we have not exercised our right to reverse or reject a payment, you agree to pay for such payment obligation on demand. You further agree we, at our option, may charge any of your accounts with us to cover such payment obligations.

5. Stop Payment Requests

The Bill Payer Service's ability to stop a payment after the Process Date will depend on the payment method and whether or not a check has cleared. **After the Process Date, an electronic payment (ACH) cannot be stopped.** If you desire to stop a check payment that has already been processed, you must contact Customer Service toll free at 1-888-854-0796 from 6:30 AM – 10:00 PM CST Monday through Friday. Although the Bill Payer Service will make every effort to accommodate your request, they will have no liability for failing to do so. Stop payments will be accepted only if the Service has a reasonable opportunity to act on such an order. If you call, we will require you to present your request in writing within fourteen (14) days after you call. There is a charge for this service, please refer to Eglin Federal Credit Union's schedule of Service Fees which can be found on the Web site www.eglinfcu.org.

9. LIABILITY

You are solely responsible for controlling the safekeeping of and access to, your *Home Branch* password. 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. If you want to terminate another person's authority, you must change your password immediately. If the person is a secondary authorized user on the Bill Payer service, you must notify Eglin Federal Credit Union to deactivate that person's authority. You may call Member Services at 850.862.0111 x.1402 or toll-free 800.367.6159 x.1402. You will be responsible for any payment request you make that contains an error or is a duplicate of another payment. The Financial Institution is not responsible for a payment that is not made if you did not properly complete the Payment Instructions. The Financial Institution is not liable for any failure to make a payment if you fail to promptly notify the Financial Institution after you learn that you have not received credit from a Payee for a payment. The Financial Institution 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 Financial Institution's agent. In any event, the Financial Institution 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 the Financial Institution has knowledge of the possibility of such losses. The Financial Institution 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 the Financial Institution's reasonable control.

10. PASSWORD AND SECURITY

To access the Bill Payer Service you will need to log on to the EFCU *Home Branch* or Mobile App (using your account number and password) and then click on the "Pay Bills" button. You agree not to give or make available your EFCU *Home Branch* password to any unauthorized individual. You are responsible for all payments you authorize using the Service. *If you permit other persons to use your Home Branch password you are responsible for all transactions they perform or authorize.* If you believe that your password has been compromised or stolen, you should change it immediately by clicking the "Change Password" button on the *Home Branch* screen. Sign off of *Home Branch*/Bill Payer or Mobile App if you must leave the computer you are using. EFCU will automatically sign off for you after a predetermined period of inactivity, in an effort to help you prevent anyone from accessing your account. If you believe that your PIN has been compromised or stolen, you should change it immediately by clicking the "Change PIN" button on the *Home Branch* screen. Sign off of *Home Branch*/Bill Payer if you must leave the computer you are using. EFCU will automatically sign off for you after a predetermined period of inactivity, in an effort to help you prevent anyone from accessing your account. If you believe someone may attempt to or has transferred money from your account by accessing your account without your permission, you must notify Eglin Federal Credit Union by calling our Member Services Department during normal Business Hours at 1-800-367-6159 or 850-862-0111, extension 1421. We will require that you send us a written statement detailing the unauthorized transaction(s).

11. CHANGES AND AMENDMENTS

The terms of this Agreement and Disclosure or applicable fees and service charges may be changed or amended, without notice, to conform to Rules and Regulations as set forth by government agencies or Eglin Federal Credit Union. In such event, we will send notice to the most recent address or email you have provided. Any use of Bill Payer after we send you notice of change will constitute your agreement to such change(s).

12. TERMINATION OF SERVICE

Before requesting the cancellation of this service, you should remove all pending Payment Instructions and Payees in your file. You remain obligated for any payments we make on your behalf before we receive your cancellation notification. Send a written request or Cancellation Request to Eglin Federal Credit Union, Member Services Department, 838 Eglin Pkwy. NE, Fort Walton Beach, FL 32547-2781. You may e-mail us at [Member Services](#) or call 800.367.6159 or 850.862.0111 x.1402. The Financial Institution is not responsible for any payment made before it has a reasonable opportunity to act on your cancellation notification. We must receive your request 10 days prior to the first of the month to avoid a service fee for the current month. The Financial Institution has the right to terminate this Agreement at any time.

13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. To the extent that any of the terms of this Agreement conflict with applicable state or federal law, all other terms of this Agreement shall remain in full force and effect. Litigation arising under or pertaining to this Agreement, or to services provided under this Agreement will be instituted only in Okaloosa County, Florida. **Regulation E Disclosure Electronic Fund Transfers- Your Rights and Responsibilities.**

14. LIABILITY FOR UNAUTHORIZED USE

If you notify us within two business days after you learn of the loss or theft, you can lose not more than \$50.00 if an unauthorized person used your password to access your account without your permission. If you do not tell EFCU within two business days after you have learned that your password has become known to an unauthorized person, and EFCU can prove that we could have prevented someone from using your PASSWORD without your permission if you had told us, you could be liable for as much as \$500.00. Also, if your statement shows any bill payments that you did not authorize, notify us at once. We may require that you provide a written statement detailing the unauthorized transactions. If you do not notify us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have prevented someone from performing the transactions if you had told us in time. You agree that EFCU may revoke your Bill Payer and *Home Branch* Account Access services if unauthorized account access and/or transactions occur as the apparent result of negligence in the safeguarding of your password. You further agree that if your actions result in a loss to EFCU or if we are notified that you have included Eglin Federal Credit Union in a filing/petition for bankruptcy, we may revoke or refuse to grant you Bill Payer Service or *Home Branch* access to your account.

15. LIABILITY FOR FAILURE TO MAKE PAYMENTS

If we do not send a payment on time, or in the correct amount according to your Payment Instructions, we may be liable for monetary penalties imposed as a direct result of the missed payment. Under no circumstances will our liability include the duty to make any payment you owe. We will NOT be liable if:

- A. Through no fault of ours, your account does not contain enough money (or sufficient collected funds) to complete the transaction.
- B. We are legally restricted from transferring funds in your account.
- C. The payee does not process a payment correctly or in a timely manner.
- D. Your estimate of time to allow for delivery to the payee is inaccurate.
- E. Changes or errors in the payee's address or account number (which you provided) delays or results in the return of a payment.
- F. The computer system was not working properly and you knew about the breakdown when you started the transfer.
- G. Circumstances beyond our control such as fire, flood, software malfunction, mechanical or electrical malfunctions, power failure, or changes in our operation which are required by law prevent the transfer despite reasonable precautions that we have taken.
- H. *Home Branch* ceases to operate during the transaction.
- I. You are in default under this or any other agreement with us.
- J. You try to make transfers using a password that is not authorized, after you reported a lost or stolen password or unauthorized transaction on the account.
- K. There are damages in any amount after this Agreement has been terminated.

If circumstances listed in G or H above occur we will assist you with reasonable efforts to reprocess the transactions that may not have been completed or to correct transactions that may have been processed incorrectly.

16. ERROR RESOLUTION PROCEDURES

In case of errors or questions about your payments contact us as soon as possible. Call Bill Payer Customer Service at 888.854.0796 and have your EFCU Account Number available. You will be required to answer specific challenge questions pertaining to your Bill Payer account. You may also call EFCU at 800.367.6159 or 850.862.0111 x.1402; or write: Eglin Federal Credit Union, 838 Eglin Pkwy. NE, Ft. Walton Beach, FL 32547-2781; or send e-mail to: [Member Services](#). If you think your statement is wrong or if you need more information about a transaction on your statement, we must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared. A statement is considered to be sent when it is first made available. Please provide us with the following information:

1. Your name and account number and the dollar amount of the suspected error.
2. 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.

If you tell us orally, we will also require you to put your complaint or question in writing and get it to us within 10 business days. We will tell you the results of our investigation within 10 business days (20 business days if the transfer involved a new account, a foreign initiated transfer or point of sale transaction) after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a foreign initiated transfer or point of sale

transaction) to complete our investigation. If we decide to do this, we will provisionally credit your account within 10 business days (20 business days if the transfer involved a new account, a foreign initiated transfer or point of sale transaction) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may remove the provisional credit from your account. If we decide there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

17. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

In order to protect your privacy, we will not disclose any information about you or your account to any person, organization or agency except:

- A. Where it is necessary for completing transfers you initiated or authorized.
- B. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- C. In order to comply with government agency or court orders.
- D. To Credit Union subsidiaries and companies that assist us in providing services to you and who have contractually agreed to protect the confidentiality of our members' information.
- E. If you give us written permission.

18. DOCUMENTATION AND VERIFICATION OF PAYMENTS AND TRANSFERS

- A. Upon completion of a transaction using Bill Payer, you should record it, indicating the payee, date and amount in your checkbook register or other permanent record, which will help in resolving any problems or questions that may occur. No printed receipts are issued through Bill Payer.
- B. Information concerning Bill Payer transactions will be shown on your normal monthly account statement. Each transaction will reflect the name of the payee as well as the date of the debit and the amount.

19. ACCOUNT RULES AND REGULATIONS

You are responsible for complying with all terms of this Agreement and Disclosure and the regulations governing the **Checking Account which you access using Bill Payer, as set forth in EFCU's account disclosure booklet, "Understanding Your Share Account."** You have previously received a copy of this booklet, which is also available at any of our branches.