

# **BILLPAY**

## **TERMS AND CONDITIONS**

### **(Effective: November 1, 2019)**

Please read these Terms and Conditions carefully and keep them for future reference.

#### **Definitions**

- "Agreement" means these Terms and Conditions.
- "BillPay" is New England Federal Credit Union's bill payment and presentment service.
- "Business Day" is every Monday through Friday, excluding Federal Reserve holidays.
- "Direct Check" means a check that we draw against your checking account, payable to your Payee, and signed by us on your behalf.
- "Due Date" is the date on which the payment is due, as reflected on your Payee bill or statement. It is not the late date or grace period date.
- "Funding Account" is the account that you designate as the account to which your bill payments should be charged. Any share draft account on which you are the primary or joint holder of can be used as a BillPay funding account. A Power account may NOT be used as a funding account.
- "Payee" is the person or entity to which you wish a bill payment to be directed.
- "Payment Instruction" is the information provided by you to the service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, and Payee account number and Processing Date).
- "Processing Date" is the date on which your payment is initiated to the Payee, and the payment begins processing. You determine this date, based upon the Due Date.
- "Scheduled Payment" is a payment that has been scheduled through the service but has not begun processing.
- "Services" means the bill payment and presentment services described in this Agreement, which are made available by NEFCU.

#### **Electronic Presentation of Disclosure**

You and New England Federal Credit Union (NEFCU) are entering into this Agreement for NEFCU to provide you with access to BillPay, NEFCU's online bill delivery, payment and management services subject to the terms of this Agreement. In the terms and conditions that follow, the terms "you" and "your" will refer to each member who uses BillPay, and the term "BillPay" "we", "us" and "our" will refer to NEFCU. You will signify your acceptance of this Agreement by clicking the box next to "Check this box to acknowledge the terms and conditions of service" on the BillPay Registration form.

Regulation E of the Electronic Fund Transfer Act applies to BillPay. The regulation provides for certain protections for you, and requires we furnish certain disclosures regarding your rights and liabilities relating to transfers of funds that would be initiated after you sign up for BillPay. You can choose to receive important information required by Regulation E electronically.

If you consent to receive your disclosures electronically, the disclosures will be presented electronically.

If you have questions about receiving the disclosures or need technical or other assistance concerning these disclosures, contact us at 800-400-8790.

If you wish to receive paper copies of the Electronic Fund Transfers Disclosures after your consent to electronic disclosures, you may request the disclosures by phoning 800-400-8790. There will be no charge for paper copies.

Those disclosures that must be furnished before your BillPay service begins have been incorporated into this Agreement. With regard to these and subsequent disclosures, you confirm that you have available:

- Internet access and a valid email address
- a browser and operating system combination supported by the browser vendor
- a minimum screen resolution for non-responsive content of 1024 x 768 pixels
- a minimum screen resolution for responsive content of 320 pixels wide
- a compatible PDF reader, such as Adobe Reader
- JavaScript enabled
- cookies enabled (first- and third-party)

You agree that this Agreement, including the incorporated Regulation E disclosures, will be presented to you electronically.

Your acceptance of the terms of this Agreement indicates not only that you agree to the foregoing and following provisions, but also that NEFCU can change these terms at any time, by giving you advance notice of the change (unless we conclude that, for security purposes, the change must be made effective before you are notified). These changes may include modifications to or elimination of any of the then current terms of this Agreement, and/or adding new terms to the Agreement.

### **Service Guarantee**

NEFCU will bear responsibility for any late-payment-related charges should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Scheduling Payments" below, unless we are not responsible to you for one of the reasons listed below. The Due Date is not the late date or grace period date. We may require that you provide us with satisfactory written documentation of any late fees before making reimbursement to you.

We are not responsible for any failure to complete or delay in completing any payment due to any of the following:

- Your Funding Account does not contain sufficient available funds to complete the payment.
- Your Funding Account is closed.
- The Payee rejects or returns the payment for any reason.
- Your equipment, software or any communications link is not working properly.
- BillPay is unavailable and you know or we have told you about the problem before you send the payment.
- You have provided us with incorrect information about the Payee you wish to pay.
- The Payee mishandles or delays handling or posting any payment we send.

We are responsible for the accurate presentation of the data submitted to us in a legible printed or electronic format. If there is an error in the data presented by a payee, NEFCU will cooperate with you and the payee in your efforts to correct the problem in a timely manner. We encourage you to review all bill details as soon as a bill is scanned into our system, and to identify problems quickly, if any should arise. Questions about or disputes with specific charges on a bill should be directed to the Payee, as we play no role in the preparation of, or corrections to, your bills. Our sole responsibility relates to the handling of the payments you direct.

Provided none of the foregoing exceptions are applicable, if we cause an incorrect amount of funds to be removed from your Funding Account or if we cause funds from your Funding Account to be directed to a Payee which does not comply with your Payment Instructions, we shall be responsible for returning the improperly transferred funds to your Funding Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for late payment related charges to the extent described above. This is our only obligation to you for any payment delays or failure. In addition, if you do not follow these rules or if you do not allow us enough time to complete payment, you alone are responsible for any penalties or late charges on that payment.

### **Prohibited Actions**

You agree to not use our service in any manner that is illegal or infringing on the rights of others. Payments to Payees outside the United States are prohibited and may not be issued under any circumstances. In addition, the following payments are discouraged, but may be scheduled at your own risk:

- Tax payments to the Internal Revenue Service or any state or other government agency
- Court-ordered payments, such as alimony or child support
- Payments to insurance companies

In no event shall NEFCU be liable for any claims or damages resulting from your scheduling of these prohibited or discouraged payments. NEFCU has no obligation to research or resolve any claim resulting from these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by BillPay.

### **Fees and Charges**

Fees as follows:

- Consumers will not be charged a monthly fee.
- Business members will be charged a fee of \$6.00 per month.
- Expedited payments are \$4.95 for electronic (ACH) and \$24.95 for those delivered by check.

You agree to pay fees for BillPay as described. There may be a charge for additional transactions and other optional services. For more fee information, see the Pricing Schedule. Fees for your use of BillPay will be calculated and deducted automatically from your Funding Account on a monthly basis. We reserve the right to change the fees we charge or to impose new fees upon notification to you in the same fashion as for other changes to this Agreement.

### **Setting up a Payee**

To set up a Payee and make a payment you will need to enter payment address, your account number(s) with the Payee, and your Funding Account information. It is your responsibility to ensure this information is entered and correct for each Payee that you would like to be included in BillPay. You take responsibility for the accuracy of the Payee information you enter, including changes to the information we set up at your direction, and we will not have any liability for any fees or charges imposed by the Payee as a result of your setup errors.

### **Payment Address**

We reserve the right to change the address used for paper payments, without notification, in the following situations:

- The information returned by the BillPay service address cleansing process determines the format of the address does not comply with the USPS standards.
- The BillPay service has determined that the address provided is not a valid address for the Payee.
- The Payee has closed the address, and provided the BillPay service with the new address.
- The BillPay service has established a relationship with the Payee to send payments to a different address than the one provided on the statement.

In all cases, we attempt to act in a way to expedite the proper posting of your payment.

### **E-bills**

E-bills are electronic bills. If you elect to activate one of BillPay's e-bill options, you also agree to the following: You authorize us to contact Payees on your behalf and to receive your billing statements and billing data, including the right to periodically access third party biller websites (biller sites) designated by you, on your behalf, to retrieve your electronic billing data ("e-bill"). You agree that the BillPay service is your agent for these limited purposes. You represent and warrant to us that you have the authority to appoint us as your agent to receive your billing statements, to view and download your e-bills, and to use your name, passwords, usernames and any other information you provide to us for purposes of providing the services for you. You agree that we may use and store this information on our servers. You are responsible for all charges associated with our use of any biller site on your behalf and you agree to comply with the terms of use for the biller site. If you have elected e-bills, it is your sole responsibility to contact your payee directly if you do not receive your bill.

**Bill Presentment**

The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of the Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee.

The Payee has the right to cancel the presentment of its electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of the Payee. The BillPay service will notify your Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. NEFCU will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

**Scheduling Payments**

You must select a "Send On" date for any payment, or specify a payment rule in the system that automatically selects this date for you. The Send On date will result in a Deliver By date (as reflected in the calendar tool on the Make a Payment page) that is the same as or prior to your payment due date. It is your responsibility to schedule payments to arrive by the due date specified on the bill or statement. If the actual due date falls on a non-business day, you must choose a Send On date that includes an additional day(s) for processing. If you select a Send On date that causes payment to be delivered after the due date, we are not responsible for any late charges that you may be charged by the payee.

We may set a maximum dollar amount for payment and/or refuse to permit any bill payment if we reasonably believe such refusal is necessary or advisable for security reasons.

**Confirming, Editing and Stopping Payments**

Through the BillPay pages of NEFCUOnline and through email notifications (if you elect), you will be notified of upcoming payments and completed payments as each occurs. You may edit or cancel a payment up until 4:00 pm Eastern Time on the scheduled Send On date. There is no charge for canceling or editing a Scheduled Payment. Once BillPay has begun processing a payment it cannot be canceled or edited. You will be liable for your losses or damages if you do not cancel your payments by the 4:00 pm deadline. Once scheduled, expedited payments cannot be edited or cancelled.

**Funding Account and Payment Methods** A Funding Account is a checking account available in BillPay. It may take up to two business days for a funding account to be approved for use. Once approved for your use, a Funding Account may be selected to pay each Payee or each bill — you may use different Funding Accounts for different Payees or different payments. We reserve the right to choose the Funding Account we use for payments in certain circumstances described below.

We are responsible for the timely and accurate processing of payments on your behalf following your instructions. Your instructions are deemed to include both explicit authorizations of individual payments that you enter or edit in the system and also your selection of any automated payment rules under the capabilities offered by the system. You are responsible for the accuracy of your instructions. We will not be liable for payments we make or fail to make as a result of our following erroneous instructions from you.

We will make payments for you either electronically, using a Direct Check drawn on your account, or other form of funds transfer that we may choose to employ. If the payment is sent electronically, your account will be debited one (1) business day after the date you scheduled the payment to be sent. If the payment is sent by Direct Check, your account will be debited when the payee negotiates the check and it is presented for payment at NEFCU.

Notwithstanding any instructions from you, we are under no obligation to make any payment on your behalf.

**Authority to Charge Your Account**

You authorize us to charge any of your deposit accounts in order to fund payments that you initiate using the BillPay

service. Such charge may take the form of a Direct Check, an ACH Debit, or other form of funds transfer, in our sole discretion. You will designate a Funding Account and you agree to maintain an available balance in that account that is sufficient to fund all payments you initiate. You represent and warrant that you have the right to authorize us to charge the Funding Account for payments you initiate using the service and you will indemnify and hold us harmless from any claims by any other owner of the account. You also agree that we are not responsible for any overdraft or insufficient fund situation or charge (including, but not limited to, finance charges, late fees or similar charges) caused by your failure to maintain an available balance in the Funding Account that is sufficient to fund all payments you initiate. You further agree that we may charge a service fee for any returned payment, including, but not limited to, returns resulting from insufficient available funds in your account or the fact that your account is closed. Fees are described in the Pricing Schedule. You agree that if there are insufficient available funds in your account, we may (but we are not obligated to) advance the funds to make payment to the payee. You agree to pay us promptly on our request for any amounts that we have provided to fund any payment we make on your behalf.

### **Funds Availability**

We have no obligation to extend credit to you. Accordingly, if for any reason, such as insufficient available funds, incorrect account information, account closure or suspension or similar circumstances, the BillPay service is unable to retrieve funds for a payment that you have set up, we can do any, or more than one of, the following, as applicable:

- We can repeat the payment process one or more times. However, we have no obligation to try debiting the Funding Account more than once.
- We can forward your payment despite the lack of funds availability, in which case we can at any time thereafter charge any of your Funding Accounts to reimburse NEFCU for the amount of the payment. Our choice of the other account will be in our absolute discretion.
- We can cancel the payment we have made to your payee on your behalf.
- We can charge any of your Funding Accounts to obtain reimbursement for any fees we incur for stopping payment on our check or electronic payment to the payee, plus the amount of the payment if our cancellation attempt proves unsuccessful.
- We can inactivate your account with us so that you may no longer make payments through our service.
- We can use any avenues legally available to us to collect the amount due us in connection with the payment.

We will not be liable for late or canceled payments or for any related costs, such as finance charges, late payment fees or similar expenses you may incur as a result of the lack of funds availability.

### **Failed or Returned Transactions**

In using BillPay, you are requesting the service to make payments for you from your funding account. If we are unable to complete the transaction for any reason associated with your funding account (for example, there are insufficient funds in your Funding Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from BillPay. In such case, you agree that:

- You will reimburse NEFCU immediately upon demand the transaction amount that has been returned;
- NEFCU is authorized to report the facts concerning the return to any credit reporting agency.

### **Returned Payments**

In using BillPay, you understand that Payees and/or the United States Postal Service may return payments for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. NEFCU will use its best efforts to research and correct the returned payment and return it to your payee, or void the payment and credit your Funding Account. You may receive notification from the Service.

### **Email Notifications**

The BillPay system will initiate email messages to notify you of various events, as you elect (for example, notices of bill arrival, that a bill payment is due, that an expected bill was not received or that a payment was made). If we detect a problem with email delivery to you, we will make reasonable efforts to contact you. We will not be otherwise

responsible or liable for late payments or other consequences resulting from the non-delivery of this email or our inability to make telephone contact with you when this occurs, whether the failure is due to communications, network, equipment or other problems beyond our control.

### **Your Obligation**

You remain responsible for monitoring BillPay activity and your Funding Accounts. You agree to review and verify transactions made through our service as often as may be necessary or appropriate to ensure that all such transactions are made in accordance with your instructions. You must review those transactions as they are reflected in NEFCUOnline and on the statements of your Funding Accounts and tell us immediately if you believe that we have made an error.

### **In Case of Errors or Questions about a Payment**

If you think that there is an error or if you have a question concerning a payment, contact a Member Service Representative as soon as possible at 800-400-8790.

### **Right to Refuse to Make Payments**

We may refuse to make any payment that we believe to be prohibited by law. If you fail to maintain an available balance in the Funding Account that is sufficient to fund any payment that you initiate, we may refuse to make any subsequent payment for as long as we determine to be necessary or appropriate. We also reserve the right and will promptly notify you of our decision to refuse to make any other payment.

### **Disclosure of Information to Third Parties**

We will only disclose information about you to third parties if:

- it is necessary to complete a transaction;
- it is necessary to comply with a governmental agency or court order;
- you ask us to assist with posting of a payment at a Payee;
- it is within the guidelines set forth by our Privacy Policy

### **Changes to the Services and this Agreement**

We reserve the right to change BillPay and this Agreement, including fees, in our sole discretion and from time to time. In such event, we will provide notice to you. If you do not agree to any amendments after receiving a notice of the change to the BillPay, you may stop using BillPay and terminate this Agreement as described below. Your use of BillPay after you are notified of any change(s) will constitute your agreement to such change(s). Further, NEFCU may, from time to time revise or update the applications, services, and/or related material. Such actions may render all such prior versions obsolete. Consequently, NEFCU reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and or related material and limit access to only BillPay's most recent revisions and updates.

### **Exclusion of Warranties, Limitation of Liability**

Except as expressly otherwise stated in this agreement, NEFCU's services and related documentation are provided "as is" and without any warranty of any kind either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. In no event shall NEFCU be liable for any indirect, special, incidental, consequential, or exemplary damages, including lost profits (even if advised of the possibility thereof) arising in any way out of the BillPay service.

### **Termination of Service**

Please contact a Member Service Representative at 800-400-8790 to terminate your BillPay service. We reserve the right to terminate your service at any time with or without cause. If you stop using BillPay for a prolonged period of time, the Credit Union may deactivate your access, in which case your BillPay history will no longer be available.

Regardless of which party initiates the termination, it is your responsibility to inform your payees to change your billing address to the address at which you wish to receive mail. For scheduled payments in the system:

- If the Processing Date for a payment is prior to the close of business on the day we receive your notice, the payment process for that payment will be completed, subject to the provisions of this Agreement.
- Until the time of your official account close, all scheduled payments will be paid unless stopped by you.

Termination shall not affect your liability or obligations under this Agreement. You will be responsible for payment of all fees incurred prior to and during the billing period in which your termination becomes effective, including the full fee for the final month of service even if your service is terminated before the end of that monthly period. Your responsibility will also continue with respect to any other amounts that you may owe as of the date of termination or that become due thereafter, as described throughout this Agreement. Our authority to charge your Funding Account or any other account to which we were authorized to direct withdrawals prior to the termination will continue until all amounts you owe us under this Agreement have been paid in full, even if the amount you owe us was not known at the time of your termination, and regardless of the termination of our general authority to perform the services for you.

**Indemnity**

You agree to defend, indemnify and hold us and our providers harmless from and against any third party claims, including any damages, costs, expenses and attorneys' fees arising out of your use of BillPay.

**Entire Agreement**

These terms are the entire understanding and agreement between you and us with respect to BillPay and supersede any other oral or written agreements.