

800.825.3641 | 3riversfcu.org

3RIVERS FEDERAL CREDIT UNION

Pay A Bill (Bill Pay) Agreement

USER AGREEMENT FOR PAY A BILL (BILL PAYMENT SERVICES)

BY CLICKING THE "ACCEPT" BUTTON, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE FOR PAY A BILL (BILL PAYMENT SERVICES). THIS IS A LEGAL AGREEMENT BETWEEN YOU (Member) AND THREE RIVERS FEDERAL CREDIT UNION (3Rivers). THESE TERMS OF SERVICE AFFECT YOUR RIGHTS, AND YOU SHOULD READ THEM CAREFULLY.

- **1. Eligibility:** If you have an active account permitted for Pay A Bill, Bill payment Services at 3Rivers may use the online or mobile bill payment service (the "Bill Payment Service").
- **2. Payment Dates:** With the Pay A Bill, Bill Payment Service you can schedule a bill payment for a single one-time, future day or as a recurring payment. Any recurring payments scheduled to be delivered on Saturday, Sunday, or any holiday observed by 3Rivers will be processed on the prior business day.
- **3.** Use of Bill Payment Service: You must provide sufficient information about each bill payee to direct a payment to that payee and permit the payee to identify the correct account to credit with your payment. While most payees can be paid through the Bill Payment Service, we reserve the right to refuse to pay certain payees. In this event, we will notify you that Bill Payment Service cannot be used for the payee. We do not recommend that you use bill payments to pay taxes, to make federal or court-ordered payments, to pay municipal or state utilities, or to settle any securities transaction and any such payments that you choose to schedule are at your own risk. 3Rivers will not be liable for any late fees, claims, or damages resulting from your use of the Bill Payment Service to make any of these types of payments. You can only make bill payments to payees with United States addresses.
- **4. Bill Payment Transfer Methods:** Your Bill Payment Service payment will be made either by transferring funds electronically (Automated Clearing House or "ACH" transaction) or by sending a paper check to the payee. ACH transactions will be subject to the rules of the National Automated Clearing House Association (NACHA). Payments made by paper check will be debited to your account as any other personal check. If you authorize a recurring payment to any payee, those payments will continue until the specified end date unless you cancel the recurring payment or there is not a sufficient available balance to allow the payment. You assume the risk of loss due to an overpayment to the payee on any payment you initiate using the Bill Payment Service.
- **5. Funding Account:** When you instruct us to make a payment through the Bill Payment Service, you must designate an active account from which that payment is to be made. The funding account must be an account that is accessible through the Services. If you do not have an active account, you may not use Bill Payment Service.
- **6. Scheduling Payments:** The earliest possible Send Date and Deliver Date will be displayed in the Pay A Bill screen for each payee. In general, you will need to allow at least three (3) business days to ensure on-time payment for an ACH transaction and seven (7) business days if the payment is to be made by issuing and mailing a paper check to the payee. 3Rivers is not responsible for delays in the U.S. mail or for processing delays by the payee. 3Rivers is not liable for any late charges imposed by the payee except as otherwise provided under this Agreement.
- **7. Cancelling Payments:** 3Rivers withdraws funds from the funding account on the Send Date. You may use the Bill Payment Service to cancel or edit any scheduled bill payment until we begin processing it.
- **8. Available Balance:** You are responsible for ensuring there is a sufficient available balance in the funding account on the Send Date to cover the full amount of any payment you instruct us to make through the Bill Payment Service. 3Rivers will not complete a bill payment transaction if there is not a sufficient available balance in the funding account (including funds available through any overdraft line of credit or automatic transfer feature) on the Send Date. If there is not a sufficient available balance in your funding account on the Send Date, no subsequent bill payments will be processed until there is a sufficient available

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balance in the funding account. Your account may be assessed a fee under the terms of the Account Agreement applicable to the funding account.

- **9. Expedited Bill Payment:** For a separate fee, Expedited Bill Payment allows you to make a next day bill payment to certain payees by overnight check ("Expedited Bill Payment by Overnight Check"). Stop payments cannot be placed on Expedited Bill Payments. Expedited Bill Payments must be requested by a certain cut-off time each day. Expedited Bill Payment will not be listed as an option for a payee if you are requesting a payment after that payee's cut-off time for the day. Overnight Checks can only be sent to valid street addresses in the continental United States; no check can be sent to a post office box or outside of the continental United States. Checks will be sent by a commercial overnight delivery service; the time of delivery will be dependent upon the delivery service.
- 10. eBills: eBills is a free service through which you can receive an electronic version of your bill ("eBill") from a participating payee ("Biller"). Once you sign up for the eBills service, the Biller may stop sending you paper bills. To sign up for the eBills service, you must first have an online account with the Biller. Then you need to enroll for the eBills service through our Bill Payment Service using the credentials you use to access your online account with the Biller. eBills can be viewed in the Pay A Bill area of the Services. You are solely responsible for maintaining current contact information, as well as usernames and passwords, with the Biller. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller at the time of activating the eBills service for that Biller. The presentment of your first eBill may vary from Biller to Biller, depending on the billing cycle of each Biller. Each Biller may deny your request to receive eBills through the eBills Service at any time. We will make commercially reasonable efforts to present all your eBills promptly. In addition to notification within the eBills service, we may send an email notification to the email address listed for your account. It remains your responsibility to periodically log on to the Pay A Bill, Bill Payment Service and check on the delivery of new eBills. It remains your responsibility to keep your accounts with each Biller current. To cancel eBills, you should cancel eBills through our Pay A Bill, Bill Payment Service and contact each Biller to instruct such Biller to resume sending you paper statements. Cancellation may take up to sixty (60) days, depending on the billing cycle of each Biller. Any discrepancies or disputes regarding the accuracy of your eBills must be addressed with the appropriate Biller directly. You agree to indemnify and hold 3Rivers (and its affiliates and third-party providers) harmless for any losses or claims arising from or related to your use of the eBills service.
 - a. **AutoPay:** Users that enroll to receive their eBill can choose to have their payment made automatically by enrolling in AutoPay.
- 11. Text and Email Alerts: You may request automated alert messages to be sent by text or email. We offer alert messages to notify you of a variety of events and circumstances. We may make new alerts available from time to time or discontinue old alerts. The frequency with which you will receive alert messages depends on the number and types of alerts you request and on whether you enter into an account transaction that triggers an alert. Alert messages will be sent to the mobile phone number or email address you have specified. Alert messages may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.
 - a. **General Provisions for All Text Alerts:** By requesting text services, you agree that we may send text messages to the mobile phone number you specified. Text alerts are supported by most mobile carriers, including Verizon Wireless, AT&T, Sprint, T-Mobile®, MetroPCS, Boost, Virgin Mobile, U.S. Cellular®, and others. Neither 3Rivers nor the applicable mobile carrier is liable for delayed or undelivered messages. Your mobile carrier's message and data rates may apply. Message frequency varies based on user activity. If you have questions about Alerts, call your 3Rivers Contact Center.

By accepting this agreement, you acknowledge that you have read the foregoing Agreement, understood its contents and agree to its terms.

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