



## MUNICIPAL CREDIT UNION BILL PAY SERVICES ADDENDUM

Please read this Municipal Credit Union Bill Pay Services Addendum carefully and print or save a copy for your reference. You may refer back to this document by accessing within the website at [www.nymcu.org/disclosures](http://www.nymcu.org/disclosures))

This Municipal Credit Union Bill Pay Services Addendum ("Addendum") states the terms and conditions governing the use of Municipal Credit Union's online and mobile banking bill pay services offered through Municipal Credit Union's digital channels and made available through Municipal Credit Union's banking website and/or mobile application(s). This Agreement is between Municipal Credit Union, the financial institution providing the digital banking services ("we," "us," "our," "Credit Union," "NYMCU" or "MCU"), each member of MCU and all joint owners and authorized signers on the account at MCU (collectively, you, your or yours). Both you and MCU will be bound by this Addendum. If there is a conflict between this Addendum and something communicated – whether orally or in writing - by our personnel or our Service Providers, this Addendum controls. This Addendum supplements, and is a part of, the MCU Online and Mobile Banking Agreement that you previously received from, and entered into with, Municipal Credit Union. Except as specifically provided herein, the terms of the MCU Online and Mobile Banking Agreement shall remain in full force and effect and shall govern this Supplemental Addendum. MCU has contracted with a vendor to provide the digital bill pay services ("Service") accessed by your computer or mobile device

### 1. DEFINITIONS

**Bill Payment** means our services that allow you to pay or transfer funds to designated Payees based upon your instructions to us via a personal computer.

**Bill Payment Account** means the Account you have authorized us to debit for payment made to Payee(s) in connection with the MCU Bill Pay services. This account will be your checking account or basic share draft account.

**Merchant** means any individual or business to whom you wish to send money.

**Payee** means any individual, financial institution, educational institution, company, Merchant or other business entity you wish to pay using MCU Bill Pay services.

### 2. BILL PAYMENT SERVICES

With MCU Bill Pay services, you can pay bills either on an automatic, recurring or periodic basis, as you request. You need to provide us with the name and address of the Payee, your account number with that person and any other information we require to properly debit your account with us and credit your account with the Payee.

#### **General Information and use of Overdraft Protection funds:**

You may use the Service to make payments from your checking account to third parties you set up. You may add, modify or delete payees. You may schedule payments in advance and schedule recurring payments. You can choose to use different checking accounts for different Payees. You may make payments up to the amount of the available balance in your checking account and linked Overdraft Protection "draw" accounts. Overdraft Protection



is a service we provide that links your existing qualifying checking account to an unsecured Line of Credit (LOC) account if you request it to be linked. See Overdraft Protection Line of Credit Agreement for qualifying checking account(s). This linked account, also referred to as a draw account, may enable funds to be automatically transferred to your checking account to cover a payment when funds in your checking account available balance are insufficient. Overdraft Protection transfer fees may apply (refer to our Fee Schedule). Transfers from your Line of Credit account are also subject to finance charges as described in your Overdraft Protection Line of Credit Agreement.

### **Electronic Bill Presentment and Payment (“EBPP”) Feature:**

EBPP gives you an option to receive electronic versions of your bills, invoices and related information from participating Billers. When you choose this option, MCU will use the Biller login information you provide to access and retrieve your Biller information, which can then be displayed in your EBPP Biller Payee account. Each participating Biller has their own terms and conditions, account access requirements and consent agreements that will be presented to you when you choose the EBPP option. In some cases, your information is retrieved from direct feeds from the Biller to our Bill Pay vendor. In other cases, we may obtain the information from the website of the Biller. In these cases, we may ask you to provide any required information to access the Biller's web site, such as your user name and/or password. This information will be saved and encrypted in order to continue to retrieve your billing information for each billing cycle. You further understand that by providing this information, you authorize us to access the third party website to retrieve the account information on your behalf. If you have questions about how the Biller collects or uses personal information, please contact your Biller directly. You understand that the EBPP service is dependent upon delivery of your billing information from your Biller and agree to hold MCU harmless should the Biller fail to deliver your eBill statement(s). You are responsible for ensuring timely payments of all bills. If you do not receive a bill, it is your responsibility to contact the Biller directly.

### **Payment Method:**

Payments may be made in the form of an ACH (Automated Clearing House) electronic transfer or by check. You should allow for mail delays to any third party when the bill payment vendor is not able to pay electronically. In general, payments to third parties by check will take the same length of time that it would take if you were to mail a check directly to them. You may be able to determine if a check will be used for your payment by viewing the Bill Pay calendar timeframe. Generally, the Bill Pay calendar will display payee arrival date of 5 business days for a check payment and 2 to 3 business days for an electronic payment.

### **Your Responsibility for Payments:**

Neither MCU nor the Bill Pay Vendor guarantee the time any payment you initiate will be credited to your account with a third party. Any late payment penalties such as interest, late charges, etc. are your responsibility. We are not liable for indirect, special, or consequential damages arising out of the use of the Bill Pay service. We are not liable for bill payments made either directly or indirectly to your payee by us or by third parties. If your bill payment fails for any reason, you agree to research and reconcile the failure with your payee without intervention by us. You agree to have available and collected funds on deposit in your checking account or basic share draft account (including funds available under any overdraft protection plan) in amounts sufficient to pay for all Bill Payments requested, as well as, any other payment obligations you have to the Municipal Credit Union. Municipal Credit Union reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with this requirement or any other terms of this Addendum. If you do not have sufficient funds in the Bill Payment Account and Municipal Credit Union has not exercised its right to reverse or reject a Bill Payment, you agree to pay for such payment obligations on demand. You further agree Municipal Credit Union, at its option, may charge any of your accounts with Municipal Credit Union to cover such payment obligations. Please refer to Section 15 of this Supplemental Addendum for further information on the fees that may apply in the event that the funds in your Bill Payment Account are insufficient to cover the amount of a Bill Payment request.

### **No Duty to Monitor Payments:**



We have no duty to monitor payments made through the Bill Pay Service. If you or any authorized user of your account makes a payment which is not yours, you assume the entire risk of loss and indemnify and hold us, our directors, officers, employees, and agents harmless from all loss, liability, claims, demands, judgments, and expenses arising out of or in any way connected with such use. We consider an “authorized user” to be any person who obtains your Username and Password, since it is your responsibility to secure that information. If you schedule a payment to a payee where you no longer have an account relationship, we are under no obligation to stop, retrieve, cancel, or otherwise monitor the payment. You must retrieve your payment from the payee and cancel future payments in our Bill Pay Service.

### **3. RESTRICTIONS AND LIMITATIONS**

Bill Payments and Payees are subject to the following restrictions:

- New Members (membership of 30 days or less) cannot make payments more than \$5000. Existing members (membership more than 30 days) cannot make payments more than \$10,000.
- Maximum monthly and daily limits apply.
- Payees must be located in the United States.
- Bill Payments may not be remitted to tax authorities or government and collection agencies.
- Bill Payments may not be remitted to securities firms for stock purchases or to trade taxing authorities
- Bill Payments to make court directed payments (such as alimony, child support, or other legal debts) are prohibited
- Make bill payments to payees on behalf of third parties unless the third party is a joint account holder on your account and the payment is made payable to either your account or an account in the name of the joint account holder
- Request any payment if you know or are informed that the Service is malfunctioning or not operating
- Request a payment from your checking account if the payment would overdraw your checking account available balance and available funds in your linked Overdraft Protection accounts.

Municipal Credit Union is not responsible for any Bill Payment that cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not on our authorized list of approved Payees.

### **4. AVAILABILITY AND TIMING OF PAYMENTS**

Our Bill Pay Service is generally available seven days a week, twenty-four hours a day. For Bill Pay processing timeframes, our business days are Monday through Friday, excluding federal holidays. When you enter your Bill Pay request, a calendar will display the dates available for scheduling your payment, which will not be earlier than the next business day. Payments may not be scheduled for same day processing. The funds to cover your payment(s) will be debited from your checking account on the same day we process and send your bill payment to your payee.

### **5. INFORMATION DISCLOSURE**

We will disclose information to third parties about your account or the transactions you make: (a) Where it is necessary for completing transactions, or (b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (c) in order to comply with government agency or court orders, subpoenas and other legal documents, or (d) in order to offer you additional products or services, or (e) if you give us your permission.

### **6. TRANSACTION DESCRIPTION**

Bill Pay debits from your Checking account will be identified online and on your periodic statement as a “Descriptive Withdrawal” along with Payee information.

### **7. YOUR RIGHT TO STOP A BILL PAYMENT AND HOW TO DO SO**



You may be able to stop the payment if the payment has not been sent. You can stop a pending payment yourself online by going to the pending payment screen, selecting the payment to be stopped and selecting "Delete Payment" at least 24 hours prior to when the payment is scheduled to be sent. If the payment is scheduled to go out in less than 24 hours, you can call us to see if the payment can be stopped. In general, payments made by electronic transfer cannot be stopped once processed. If the payment was sent by check, the support service representative may be able to stop the payment if the check is still outstanding. You will be required to provide your name, account number, the payee, and the confirmation code of the transaction you would like to stop. You will be charged a stop payment fee as published in our Fee Schedule, available online or by contacting us. There is no guarantee the payment will be stopped at this point. Neither MCU nor the Bill Pay Vendor will be responsible for any losses or claims that arise from our attempt to comply with your stop payment request.

## **8. CANCELING YOUR BILL PAYMENT SERVICE**

If you close your checking account or wish to cancel the Bill Pay service, you must cancel all future bill payments by deleting any payments scheduled. This will ensure future payments will not be processed.

## **9. TERMINATION OR AMENDMENT BY US**

We may terminate your right to use Bill Pay at any time. We may add, delete or amend terms, conditions and other provisions, fees, charges, or other terms described in this Addendum or otherwise amend the terms of or cancel this Addendum. We generally terminate access to Bill Pay if there has been no bill payment activity for a period of six months. If we terminate your access and you wish to re-enroll in the Service, please contact us. We will provide you a notice to the postal address provided by you and/or send notice to your e-mail address, in the manner required by applicable law. Any changes to this Addendum will be posted on our website and will be provided to you when required by law. You are bound by such change if you use the service after the effective date of the notice.

Municipal Credit Union reserves the right to cancel this service or your participation in this service, as well as the right to terminate this Addendum, at any time. You may cancel your participation in this service at any time by notifying us of your intent to cancel in writing, via e-mail at: [eBranch@nymcu.org](mailto:eBranch@nymcu.org), or writing to us at Municipal Credit Union, 22 Cortlandt Street, New York, NY 10007, Attention: eBranch Department, or by phone at 212-693-4900 or toll free at (844) 628-6969. Municipal Credit Union is not responsible for any Bill Payment made before Municipal Credit Union has had a reasonable opportunity to act on your cancellation notice. You remain obligated for any Bill Payments made by Municipal Credit Union on your behalf.

REMINDER: Your cancellation of your MCU Bill Pay Services will automatically terminate any pending Bill Payments.

**10. NEITHER MUNICIPAL CREDIT UNION NOR ANY SERVICE PROVIDER THAT WE MAY ELECT TO USE IN CONNECTION WITH THE PROVISION OF MUNICIPAL CREDIT UNION BILL PAY SERVICES MAKES ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING SUCH SERVICES OR ANY EQUIPMENT USED TO PROVIDE SUCH SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.**

## **11. RESOLVING BILL PAYMENT ERRORS OR ISSUES**

If you think your statement or bill payment transaction is wrong or if you need more information about a bill pay transaction listed on the statement or on your online or mobile banking profile, contact us by telephone at (212) 693-4900 or toll free at (844) 628-6969, contact us electronically by e-mailing us at: [ebranch@nymcu.org](mailto:ebranch@nymcu.org) or write us at Municipal Credit Union, 22 Cortlandt Street, New York, NY 10007, Attention: Home Banking Department, as soon as you can.

Please refer to the Online and Mobile Banking Agreement for information on bill payment errors, issues, and disputes.



**12. FEES**

The following charges will be assessed if you request one or more of the services listed here. (There will be no charge for any service that is necessary to correct an error by Municipal Credit Union):

|                                        |                                    |
|----------------------------------------|------------------------------------|
| Claims (Research Requests) .....       | \$25.00                            |
| Stop Payment Fee (Check Payment) ..... | \$32.00                            |
| Expedited Payment Fee.....             | \$19.95 Next day                   |
|                                        | \$14.95 2 <sup>nd</sup> day        |
|                                        | \$4.95 2 <sup>nd</sup> Day economy |

If a Bill Payment is returned due to insufficient funds or other customer error, you will be assessed an NSF fee of \$32.00.

Municipal Credit Union reserves the right to charge you for research time involving Bill Payments no longer available in your screen history. You will be informed of any such charges before they are incurred. The Service Fees and amounts associated with your account and the services described above are published in our Fee Schedule; available online, at any of our branches, or by calling us.

**13. ACCEPTANCE**

Your use of this Service constitutes your acceptance of the terms and conditions of this Addendum.