

NEW CUMBERLAND FEDERAL CREDIT UNION  
ELECTRONIC BILL PAYER AGREEMENT/DISCLOSURE

**Change to Fees effective 11/10/2021-see end of disclosure for updated information**

**Electronic Bill Payer Service is available to checking account holders only. Up to 10 bills per month processed on your account is free. Any additional bills over 10 is \$0.50 per item. Payments for bills processed will pay from your checking account.**

You may use NCFCU bill paying service, Electronic Bill Payer, to direct NCFCU to make payments from your checking account only to the "Payees" you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account.

"You" or "Your" means each person who is authorized to use the service. "Payee" means anyone, including NCFCU, you designate and NCFCU accepts as a "Payee".

#### **HOW TO SET UP PAYEES/PAYMENTS**

- If you want to add a new "PAYEE", select the "Payee" tab located in your Bill Payer application or speak to a service representative.
- You may add a new fixed payment to a "Payee" by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made by using the service.
- NCFCU reserves the right to refuse the designation of a "Payee" for any reason.
- You may pay any "Payee" within the United States (Including U.S. territories and APOs/AEOs).
- NCFCU is not responsible for payments that can not be made due to incomplete, incorrect, or outdated information.

#### **THE BILL PAYING PROCESS**

**Single Payments**-a single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payments process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by NCFCU, is currently 2:30 PM Eastern.

NCFCU reserves the right to change the cut-off time. You will receive notice if it changes.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment process date, the payment will be processed on the first business day following the designated process date.

**Recurring Payments-** When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings 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 payments “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 payments “Pay After” option is selected, 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 settings for the recurring payment specify the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> 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.

### **SINGLE AND RECURRING PAYMENTS**

The system will calculate the Estimated Arrival Date of your payment, this is only an estimate. Please allow ample time for your payments to reach your “Payees”.

### **CANCELLING A PAYMENT**

A bill payment can be changed or cancelled, anytime prior to the cutoff time of 2:00PM Eastern on the scheduled process date.

### **AVAILABLE FUNDS**

You agree to have the available and collected funds on deposit in your checking account in amounts sufficient to pay for all bill payments requested, as well as any other payment obligations you have to NCFCU.

\*NCFCU reserves the right, without liability, to reverse a bill payment if you fail to comply with the above requirement or any other term of this agreement.

\*If you do not have sufficient funds in the account and NCFCU 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 NCFCU, at its option, may charge any of your accounts with NCFCU to cover such payment obligations.

### **LIABILITY**

\*You are solely responsible for controlling the safekeeping of and access to your Personal Identification Number (PIN).

\*If you want to terminate another person’s authority, you must notify NCFCU and arrange to change your PIN. You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.

\*NCFCU is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.

\*NCFCU is not liable for any failure to make a bill payment if you fail to promptly notify the Credit Union after you learn that you have not received credit from a "Payee" for a bill payment.

\*NCFCU 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 Credit Union's agent.

\*In any event, NCFCU 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 NCFCU has knowledge of the possibility of them.

\*NCFCU 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 Credit Union's reasonable control.

\*NCFCU is not responsible for incorrect information keyed into the Electronic Bill Payer service by you or any other designated person.

#### **AMENDMENT TERMINATION**

NCFCU has the right to change this agreement at any time by notice mailed to you at the last address shown for the account on the Credit Union's records, by posting notice in branches of the Credit Union, or as otherwise permitted by law.

\*NCFCU has the right to terminate this agreement at any time.

\*You may terminate this agreement by written notice to NCFCU.

\*NCFCU is not responsible for any fixed payment made before the Credit Union has a reasonable opportunity to act on your termination notice.

\*You remain obligated for any payments made by NCFCU on your behalf.

#### **SERVICE FEES**

**The fee for the Electronic Bill Payer Service is: free up to 10 bills processed out of your account per month. Additional bills over 10 are \$0.50 per item. Monthly service activity fees will be charged the First business day of the month for the previous month activity.**

Miscellaneous Product Fees-Fees are debited from your account on the payment process date.

**\*Overnight Fee for Check: \$34.95**

**\*2<sup>nd</sup> Day Fee: \$29.95 Check Payment or \$6.95 Electronic**

\*Charitable Donations: \$1.99

\*Gift Pay: \$2.99

\*Non-Sufficient Funds Fee: \$35.00

If wrong information on a bill is processed, NCFCU will work with you to get the item corrected. The last resort is an Electronic Reclamation which may have a fee of **\$100.00**. (This charge is a fee charged to

NCFCU that is passed along to you.) Please note that a reclaim can be processed but it is not guaranteed that the other financial institution will return the funds.

Revised: 11/13/2021