

Connexus Credit Union Bill Payment Agreement and Disclosure

I acknowledge electronic receipt of the Terms and Conditions Agreement (“Agreement”) associated with Connexus Credit Union’s (“The Credit Union”) Internet Bill Pay Service (“the Service”) and agree that I have read and will abide by this agreement. I understand that a copy of this Agreement can be printed using my browser’s print command and a printer. The Credit Union reserves the right to refuse enrollment in the Service to any member for any reason. The Service is only available to Eligible members who live within the United States, its possessions and territories.

Service Description

You may pay bills via the Bill Payment Service by electronic means or paper check based on availability to eligible payees located in the United States within established Bill Payment Service limits. You must have a checking account in order to use the service. This service may be accessed either online or via your mobile device.

Definitions

Business Days refers to Monday through Friday, excluding Federal and Credit Union holidays

Cutoff Time refers to 4:00 p.m. CT on any Business Day

Deliver On Date refers to the date in which your bill payment transaction will be delivered to your chosen Payee and your account will be debited.

Payee refers to the vendor/biller, person or entity to which you wish a bill payment to be directed.

Payment Account refers to your Checking or Savings Account. Should the account not have sufficient funds or be overdrawn when a bill payment is scheduled, an available balance on a Line of Credit loan at Connexus, from which all bill payments may be made and/or such funds collected. Multiple checking accounts may be established as Payment Accounts.

Payment Date refers to the Business Day of your choice upon which your Account will be debited

Payment Instructions refers to the information provided by you by the Service for a bill payment to be made to your Payee (e.g., Payee name, account number, payment amount, payment date, etc.).

Payment Service and Bill Payment Service refers to the Bill Payment Service.

Send On Date refers to the Business Day of your choice upon in which you want your bill payment to be made and the date your payment will be processed.

Payment Processing

By providing the Bill Payment Service with the payee names and account information, you authorize the Bill Payment Service to follow the Payment Instructions that it receives from you through the Service.

When a Payment Instruction is received by the Bill Payment Service, you authorize it to debit your designated Payment Account(s) and remit funds on your behalf so that the funds arrive as close to the Business Day designated by you as reasonably possible.

Payments and transfers from your Payment Account may be processed in four different ways:

Today: If you designate a bill payment as a “Today” transaction, the Send On Date will be the same Business Day if requested prior to the Cutoff Time. Sufficient available funds must be available in the Payment Account at the time you request the transaction. Payments will be deducted from your Payment Account on the Deliver On Date. “Today” payments may not be changed once they are no longer in the “Payment Outbox.”

Future: If you designate a payment as a “Future” transaction, you may request that the transaction be made on a future date. You will only be able to establish payments with a Send On Date that is a Business Day. Sufficient and available funds must be available by 12:00 a.m. CT of the night before the Send On Date, but will be deducted from your Payment Account on the Deliver On Date. “Future” transactions may be canceled or changed as long as they are in a pending status.

Recurring: If you designate a payment as a “Recurring” transaction, you may request that the transaction be made in the same amount to the same Payee or account on a specified regular, periodic basis. You will designate a “start” and “end” date. You will only be able to establish the initial recurring payment with a Send On Date that is a Business Day. Sufficient and available funds must be available by 12:00 a.m. CT of the night before the Send On date, but will be deducted from your Payment Account by the Deliver On Date. Recurring scheduled payments that land on a non-business day, will be processed the prior business day. “Recurring” transactions may be canceled or changed as long as they are in a pending status. You may only establish a single recurring payment to the same Payee.

Expedited Payment

Funds will be withdrawn from your account at the time of processing, not the time the expedited payment is selected. Payments submitted on a business day before the cutoff time will be completed on the given day. Expedited bill payments are subject to a fee, as outlined by the Service. The Service will provide three delivery date options, each with a corresponding fee, at the time the expedited payment is established. Payments submitted after the cutoff time will be made on the next business day.

Stopping or Modifying Online Bill Payment Payments

Payments designated as “Today” transactions cannot be stopped, canceled, or changed once they are being processed.

Stop payments are only applicable to payments made by paper check that have not yet cleared. In order to request a paper check stop payment, you must contact Member Center. If the stop payment can be processed, a credit to your Payment Account will be processed within three (3) Business Days from the stop payment request date. The Credit Union will make every effort to accommodate your request; however, the Credit Union will have no liability for failing to do so. You are responsible for completing any/all modifications to payments, payees, etc.

The Credit Union may also require you to submit your request in writing within fifteen (15) days. The charge for each stop payment request will be the current charge for the service as listed in the Credit Union Fee Schedule available at www.connexuscu.org.

If we do not properly complete a stop payment on a bill payment made by paper check on time according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable if the information provided to us to process the stop payment order is incorrect or the fault lies with the member. There may be other exceptions deemed applicable by us.

Documentation of Payments

After every payment is made, a confirmation with reference information will be viewable through the Service. In addition, information about your payments will be reflected on your periodic statements.

Terms and Conditions

Payments and Payees

You are responsible for all bill payments authorized through use of your Login Credentials. If you do permit other persons to use the Bill Payment Service by providing your Login Credentials in violation of this Agreement, you are responsible for any/all transactions they authorize.

All payments you make through the Bill Payment Service will be deducted from your designated Payment Account. Any payment you wish to make must be payable in U.S. Dollars. Each Payee must appear on the Payee list you create with us and the account you are paying must be in your name.

You authorize us to choose the most effective method to process your payments. You will receive a transaction confirmation number for each properly instructed payment.

You must allow sufficient time for the Payee to receive and process the payment before the payment due date (the due date shown on your invoice or provided in your agreement with Payee, not taking into account any grace period provided by the Payee). You will assume full responsibility for all late fees, finance charges, or other actions taken or imposed by Payee.

IMPORTANT: Payments may take up to ten (10) Business Days to reach the Payee, as they could be sent either electronically or by paper check. We are not liable for any service or late charges levied against you for late payments.

Both a written and email notice will be sent to you of transactions we are unable to process because of insufficient or unavailable funds or any other return reason. In all cases, you are responsible for either making alternate arrangements for the payment or rescheduling the payment. Returned payments will be canceled and will prevent you from making additional payments until resolved.

Returned Service Transactions and/or Overdrafts of Your Payment Account

By using the Bill Payment Service, you are requesting payments to be made for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (e.g., insufficient funds), the transaction may not be completed.

In some instances you will receive a return notice from us. In these cases, you agree that normal account fees will be charged to your account in accordance with our established and published fee schedule. By enrolling for and using the Payment Service you agree that we have the right to collect funds from all of your accounts, the available balance on your line-of-credit accounts or any of the overdraft services associated with your account, to recover funds for all payments that have been requested to be paid by you. This includes accounts on which you are the primary owner, as well as accounts on which you are the joint owner.

Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the payments you make **ONLY** in the following situations:

- If we return transfers or payments made from your Payment Account which are drawn on insufficient funds or if we are unable to complete an electronic payment because of insufficient funds;
- Where it is necessary for completing payments;

- In order to verify the existence and condition of your Payment Account to a third party, such as a credit bureau or merchant;
- To a consumer reporting agency for quality assurance survey/research purposes only;
- In order to comply with a governmental agency or court order;
- If you give us your written permission;
- Pursuant to our Privacy Policy
- Other situations as noted in this Agreement, or at our sole discretion

It is our general policy to keep information about your account confidential. However, we will disclose information to third parties about your account to complete payments or transfers as per your instructions; to a consumer reporting agency; to comply with a governmental agency or court order; or, if you give us written permission.

Service Limitations

We reserve the right to refuse to pay any Payee to which you may direct a payment. We will notify you promptly if we decide to refuse to pay a person or entity designated by you. This notification is not required if you attempt to pay tax or court-related payments or payments outside the United States and its possessions/territories, or any other payments which are prohibited under this Agreement.

The following payment types are prohibited through the Bill Payment Service:

- Payments to Governmental Agencies;
- Tax Payments;
- Court ordered payments;
- Payments to Payees outside the United States or its possessions/territories ;
- Other categories of prohibited Payees that we may establish from time to time;
- Payments to Payees in excess of \$9,999.99.

Inactivity

After 90 consecutive days without the process of a bill payment, the service is deemed inactive and is subject to the Bill Pay Inactivity Fee as outlined on the Credit Union Fee Schedule.

Fees

Standard account fees (where applicable) will continue to apply. You are responsible for any and all telephone access fees or Internet service fees that may be accessed by your telephone and/or Internet service provider.

Error Resolution and Disputes

Notify Connexus immediately if you believe unauthorized transfers may have been made. Contact us within two business days after you learn of unauthorized access to your account(s) and/or that you believe your account number and password has been lost, stolen or compromised. If you do so your liability may be no more than \$50. If you fail to notify us within two business days of the unauthorized access, you could lose all the funds in the your Account.

Call us or write us at the telephone number or address listed below, as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

In your letter please include the following:

1. Tell us your name and account number (if any).
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.
3. Tell us the dollar amount of the suspected error.

Address: Connexus Credit Union
PO Box 8026
Wausau, WI 54402-8026

Phone: (800) 845-5025

Email: info@connexuscu.org

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (5 business days for ATM/debit card point-of-sale transactions and 20 business days if the transfer involved a new account) after we hear from you and 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, point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this we will credit your account within 10 business days (5 business days for ATM/debit card point-of-sale transactions and 20 business days if the transfer involved a new account for the amount you think is in error, so that you will have the 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 not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. We will tell you the results within three business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Charges or Fees

The Service is free to members who initiate at least one payment in a ninety (90) day period. During periods of ninety (90) days when the Service is not used, an inactivity fee of \$5.95 will be assessed monthly. Charges for other transactions and optional services are specified in the Credit Union Fee Schedule that can be found on the Credit Union website.

Credit Union Liability

Late charges or fees incurred due to your failure to follow the procedures and timing described herein, the Service will bear no liability. If you incur late charges or fees due to the Service failing to follow your properly executed instructions, the Service may reimburse you for charges or fees incurred.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability if it is unable to complete any payments initiated by you through the Service because of the existence of any one or more of the following circumstances:

- If your Account does not contain sufficient funds to complete the payment or transfer or the transfer would exceed the credit limit of your established Line of Credit loan, if applicable;
- The funds in your Account are uncollected funds, or subject to legal process;
- The bill payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
- The Payee mishandles or delays a payment sent by the Service;

- You have not provided the Service with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment;
- Circumstances beyond the Service's control (such as, but not limited to, fire, flood, or interference from an outside force) that prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances;
- We have reason to believe the transaction requested is unauthorized;
- If you have not properly followed the Credit Union's bill payment instructions or have provided us with wrong or inaccurate instructions.

Provided none of the foregoing exceptions to the Service's performance obligations are applicable, if the Service causes an incorrect amount of funds to be removed from your Account or causes funds from your Account to be directed to a person or entity which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Account and for directing to the proper recipient any previously misdirected payments or transfers.

Suspension and Termination of Service

You may cancel your Service at any time by providing us with a request in writing by email, fax or by mail. Your request will take no longer than fifteen (15) days to become effective from the date we receive the request. You agree that we can terminate your Service and provide you with mailed statements for any reason at any time. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

We reserve the right to temporarily suspend the Bill Payment Service in the event that there are insufficient funds in your Draw Account to pay your scheduled bill payments.

Assignment

Connexus may assign this Agreement to any future, directly or indirectly, affiliated company. Connexus may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties. I may not assign this Agreement to any other party.

Geographic Restrictions:

The Connexus Credit Union Online Banking Service described in this Agreement and any application for consumer credit and deposit services at our website are solely offered to citizens and residents of the United States of America. Citizens and residents may not be able to access the Service outside the United States of America and Puerto Rico.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin and federal law, as applicable without giving effect to its conflict of law provisions of your actual state or country of residence. If either Connexus or I have any dispute or disagreement with the other regarding the Agreement that we cannot resolve amicably, both parties agree that the sole and exclusive remedy shall be binding arbitration in Wisconsin in accordance with the rules and procedures of the American Arbitration Association then in effect.