

## TERMS AND CONDITIONS AGREEMENT FOR INTERNET BILL PAY / MOBILE BILL SERVICE

**Note: All references within this document to the terms "Payment Service" and/or "the Service" reflect the Internet/Mobile Bill Pay Service offered by Municipal Employees Credit Union of Oklahoma City, hereafter referred to as MECU.**

### **Electronic Disclosure of the Terms and Conditions Agreement for the Internet/Mobile Bill Pay Service.**

#### **Internet/Mobile Bill Pay Service.**

I acknowledge electronic receipt of the Terms and Conditions Agreement ("Agreement") associated with MECU's Internet/Mobile Bill Pay Service and agree that I have read and will abide by this agreement. I also agree MECU does not need to provide me with an additional paper (non-electronic) copy of this Agreement unless specifically requested. Further, I understand that a copy of this Agreement can be printed by using my browser's print command and a printer.

#### **Use of a Third-Party Bill Pay Service Provider.**

CO-OP/E-COM is the third-party bill pay service provider who MECU has contracted with to provide bill pay service to its members. CO-OP/E-COM will be processing bill payments. MECU, at its sole discretion, reserves the right to change Internet/Mobile bill pay service providers.

#### **Enrollment Request for the Internet/Mobile Bill Pay Service**

MECU reserves the right to refuse enrollment in Internet/Mobile Bill Pay Service to any member who does not meet the Internet/Mobile Bill Pay Service criteria which has been established by MECU and/or CO-OP/E-COM. Included in the criteria, is a requirement that subscribers to this service must live within the United States, its possessions, and territories.

Internet/Mobile Bill Pay is offered as a convenience and supplemental service to our Online Banking services. To use Internet/Mobile Bill Pay, you must first be using our Online Banking Service and our Online Bill Pay accessed via our online website and you must have at least one MECU personal share account and a personal PIN. The same security settings that are in place for Online Banking apply to Internet/Mobile Bill Pay.

#### **Equipment and Software**

To use the Service, you will need a personal computer, a web browser with at least 128-bit encryption and access to the Internet. You are responsible for installation, maintenance, and operation of your computer, modem, and software. Neither the Service nor MECU will be responsible for any errors or failures involving or resulting from any telephone service, Internet service, software installation, or malfunctions of your computer and/or related equipment.

To use the Internet/Mobile Bill Pay Service, you are responsible for providing your own hardware and software. "Device" means a supportable mobile device including a cellular phone or other mobile device that is web enabled and allows secure SSL traffic which is also capable of receiving text messages. Your wireless carrier may assess fees for data or text message service. Please consult your wireless plan or provider for details. MECU is not responsible for any errors or failures from any malfunction of your Device.

Your mobile device may be subject to unauthorized tracking or other intrusion or manipulation by "spyware" or other malicious code. We are not responsible for advising you of the existence of the potential effect of such malicious code and your use of the device hardware and software.

We will use commercially reasonable efforts to prevent against access by unauthorized persons and to prevent the introduction of malicious code, such as computer viruses. However, no security system is fail safe and despite our efforts the security of this Service could be compromised or malicious code could be introduced by third parties. We will provide you with the applicable notice required by law should our security be compromised,

#### **Online/Mobile Account Access Functions**

We will use reasonable efforts to make the Service available to you on a continuous basis. The Service may be unavailable for periods of time as for regular or emergency system maintenance. Service accessibility may be interrupted due to conditions beyond our control.

We will use commercially reasonable efforts to keep information in this Service current and accurate, however, account information may not be available and/or may not be current and accurate at all times. It is possible that the Service may have data errors or display delayed account activity. In the event of such circumstances, the account records maintained by the Credit Union (which may include information in addition to the information made available by access to this Service) are the final and conclusive record for the Credit Union. Refer to your deposit account agreement.

#### **Description of Mobile Bill Pay**

The Service allows you to perform some, or all, of the following functions from your Mobile Device but MECU does not guarantee the availability of all features:

#### **Internet Bill Pay Service**

As used in this Agreement, the term "Payee" means the vendor, biller, person or entity to whom you wish a bill payment to be directed; "Payment Instructions" means the information provided by you to the Service for a bill payment to be made to your Payee (e.g., Payee name, account number, payment amount, payment date, etc.); "Payment Account" means your Checking Account and, in the instance of non-sufficient funds and/or an overdrawn account, any applicable share account or available balance on line of credit accounts (e.g., line of credit overdraft accounts) at MECU, from which all bill payments may be made and/or such funds collected; "Business Day" means Monday through Friday, excluding holidays; "Payment Date" means the Business Day of your choice upon which your bill payment will be made and your Payment Account will be debited; and "Cutoff Time" means 9:00 p.m. Central Standard Time on any Business Day, and is the time by which you must transmit instructions to have them considered entered on that particular Business Day.

By providing the Payment Service with the names and account information of those entities and/or persons to whom you wish to direct payment, you authorize the Service to follow the Payment Instructions that it receives from you or your authorized user through the Internet/Mobile Bill Pay Service. When the Service receives a payment instruction, you authorize it to debit your Payment Account and remit funds on your behalf so that the funds arrive as close to the Business Day designated by you as soon as reasonably possible.

For this reason, it is necessary that all Payment Dates selected by you be no less than five (5) Business Days before the actual due date for payments that are being sent by check and 4-6 days for ACH payments, (not the late date and/or a date in the grace period). It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. Payment instructions entered after the Cutoff Time or on a non-Business Day will be considered entered in the Service on the next Business Day. If you properly follow the procedures described herein, and the Service fails to send a payment according to the Payment Instructions received, the Service will bear responsibility for all late charges. In any other event, including but not limited to choosing a Payment Date which is not five (5) Business Days before the due date or on or past the due date stated on your invoice or bill, the risk of incurring and the responsibility for paying all late charges or penalties shall be borne by you.

A bill payment is "In Process" starting at the Cutoff Time on the Payment Date. A bill payment is a "Pending Payment", starting from the time you enter Payment Instructions until the payment is "In Process." A bill payment is considered "Completed" on the Business Day you selected as the scheduled Payment Date. You may cancel or edit any Pending Payment (including recurring bill payments) by following the directions provided on the Internet/Mobile Bill Pay System Online Help. There is no charge for canceling or editing a Pending Payment. Please Note: we may not have a reasonable opportunity to act on any stop payment or cancellation order given after a payment is "In Process" and it is not possible to stop or cancel a payment, which is "Completed."

**If you desire to cancel or stop any payment, which is "In Process," you must call MECU at (405) 813-5500.** Although we will make every effort to accommodate your request, we will have no liability for failing to do so. Stop payment requests sent to us via electronic mail or in any other manner will not reach us in time for us to act on your request. Stop payment requests will be accepted only if we have a reasonable opportunity to act on such a stop payment order. If you call, we may also require you to present your request in writing within fourteen (14) days after you call. The charge for each stop payment order will be the then current charge for such service as disclosed in our Rate & Fee Schedule. 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:

1. If, through no fault of ours, your Payment 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 account, if applicable (Note: MECU may, at its option, pay a scheduled bill payment which exceeds the balance in the checking account by transferring the amount of the resulting overdraft from your available line of credit or the prime share savings account, indicated on the Membership Application and Agreement or on any subsequent Account Change Card. Per Federal regulation, pre-authorized telephone, Internet or automatic transfers from prime share savings to cover Checking overdrafts cannot exceed six in number per calendar month);
2. The funds in your Payment Account are subject to legal process or another encumbrance restricting transfer;
3. 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;
4. The Payee mishandles or delays a payment sent by the Service;

5. 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; and
6. 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.

Provided none of the foregoing five (5) exceptions to the Service's performance obligations are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment account or causes funds from your Payment 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 Payment Account and for directing to the proper recipient any previously misdirected payments or transfers.

Payment will be made to your Payee either electronically via the Automated Clearing House (ACH) or by check. The method of payment depends upon the processing method that can be accommodated by the Payee or CO-OP/E-COM (e.g., some Payees are unable to accept electronic payments).

The payment may be deducted from your Payment Account by two methods depending upon the amount of the payment and your credit history. The two methods are: 1.) Via an electronic debit through the Automated Clearing House Association (ACH) or 2.) Via a draft drawn on your account and processed through the Federal Reserve System (as if you had written a check drawn upon your Checking Account.) All bill payments debited from your account will appear on your monthly Statement of Account and under the "BILL PAY HISTORY" section of the Internet Bill Pay on the MECU Internet Home Banking System. ACH debits will reflect the name of the Payee (e.g., XYZ Utility Company) as well as the date and amount; payments by check will be reflected on your statement with a date, payee and address, and amount. All payments can be viewed with the Payee's name, payment amount and payment date by reviewing your recent payment history under the electronic Payment List option provided to you as part of the Internet Bill Pay Service.

#### **Account Agreement**

All transactions involving your Payment Account and other deposit accounts maintained with MECU, including but not limited to stop payment requests, will be subject to the terms and conditions of the separate account agreement and disclosures between you and MECU. All transactions involving a line of credit, if any, will be subject to loan agreement and disclosures between you and MECU pertaining to the line of credit.

#### **Periodic Statements**

Transfers, withdrawals, and bill payments transacted through the Internet/Mobile Bill Pay Service will be shown on your periodic statements. You will receive a periodic statement of your Payment Account monthly.

## **Prohibited Payments**

The following payment types are prohibited through the Service:

1. Tax Payments
2. Court Ordered Payments
3. Payments to Payees outside of the United States or its possessions/territories

YOUR ACTUAL LOSS OR DAMAGES, IF ANY, SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE OR MECU 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 SERVICE.

## **EXCLUSIONS OF WARRANTIES**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **PIN/Password and Security**

To access the Internet/Mobile Bill Pay service you will need to log on to the MECU Internet Home Banking service and then click on the Bill Payment icon. From there the system will link you to the Internet Bill Pay site, where you will enter your password (using the Account Number and PIN associated with this service).

You agree not to give or make available your MECU Internet Banking Account Number and PIN to any unauthorized individuals. You are responsible for all bill payments you, and your Internet/Mobile Bill Pay authorized user, authorize using the Service. If you permit other persons to use the Service or your MECU Account Number and PIN (even though you have agreed not to disclose this information); you are responsible for all transactions, they authorize. If you believe that your MECU Account Number and PIN has been lost, stolen, or compromised, or that someone may attempt to use the Service without your consent or has transferred money from your account by accessing your account without your permission, you must notify MECU at once by calling us during business hours.

You also agree that MECU may revoke your Internet/Mobile Bill Pay and/or Internet/Mobile Home Banking account access services if unauthorized account access and/or transactions occur as the apparent result of negligence in the safeguarding of the Account Number and PIN(s) belonging to you and/or your authorized user. Further, you agree that, if MECU is notified that you have included the credit union in the filing of a petition of bankruptcy, MECU may revoke or refuse to grant you Internet Bill Pay service and/or MECU Internet Home Banking account access to your account.

## **Your Liability for Unauthorized Transfers**

**If you believe someone has used your PIN, has transferred, or may transfer money from your account without your permission, you should promptly contact MECU by telephone (405) 813-5500 during business hours or by written notice addressed to MECU at 101 N Walker Ave., Oklahoma City, Oklahoma 73102.**

If you tell MECU within two (2) Business Days after you learn of unauthorized access to your account(s) and/or that your MECU Internet Home Banking Account Number and PIN has been lost, stolen, or compromised, you can lose no more than \$50.00. If you fail to notify MECU within (2) Business Days

after you learn of unauthorized access to your account(s) and/or that your MECU Internet Home Banking Account Number and PIN has been lost, stolen or compromised, and we can prove that we could have prevented the unauthorized access to your account(s), or use of your MECU Internet Home Banking Account Number and PIN had you notified us, you could lose as much as \$500.00. If your monthly statement or your online account detail reflects any transfers or payments that you did not make, tell us at once. If you do not tell us within sixty (60) days after the first statement which reflected an unauthorized transfer(s) or payment(s) was mailed to you, you may not get back any money you lost after the 60 days, provided that, we can prove that we could have stopped someone from taking money if you had told us in time.

### **Errors and Questions**

In case of errors and questions about your electronic transfers or payments, or as soon as you think your mobile device has been compromised or activity performed while using your mobile device is incorrect, you should:

1. Contact us by telephone (405)-813-5500.
2. Write to us at MECU, 101 N Walker Ave., Oklahoma City OK 73102.

If you think that your statement is wrong or you if need more information about a bill payment listed on the statement, we must hear from you no later than (60) days after you received the FIRST statement on which the problem or error appeared. You must:

1. Tell us your name and account number;
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; and
3. Tell us the dollar amount of the suspected error.

If you tell us orally, in person or by telephone, we may require that you send us your complaint or question in writing within ten (10) Business Days after providing verbal notification.

We will tell you the results of our investigation within ten (10) Business Days\* after hearing from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate the complaint or question. If we decide to do this, we will re-credit your account within ten (10) Business Days\* for the amount you think is in error, so that you may 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 ten (10) Business Days, we may not re-credit your account.

If we determine there was no error, we will send you a written explanation within three (3) Business Days after we finish the investigation. We may revoke any provisional credit provided to you if we find that an error did not occur. You may ask for copies of documents, which we used in our investigation.

**\*If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.**

**No Signature Required**

When using Internet/Mobile Bill Pay to conduct transactions, you agree that the Credit Union may debit your account to complete the transactions, or honor debits you have not signed.

**Data Recording**

When you access Internet/Mobile Bill Pay to conduct transactions, MECU may log your location and record the information you entered for marketing purposes. This information will not be shared or otherwise made public. By using Internet/Mobile Bill Pay, you consent to MECU capturing certain data and the recording of such data.

**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 transfers you make ONLY in the following situations:

1. If we return transfers or payments made from your account which are drawn on insufficient funds or if we are unable to complete an electronic transfer or payment because of insufficient funds, or
2. Where it is necessary for completing transfers, or
3. To verify the existence and condition of your account to a third party, such as a credit bureau or merchant, or
4. To a consumer reporting agency for quality assurance.
5. To comply with a governmental agency or court orders, or
6. If you give us your written permission.

**Charges or Fees**

- As a participant on the Internet/Mobile Bill Pay Service you will not be charged a fee.
- For rush payments, there is a \$38 overnight fee assessed.

MECU reserves the right to refuse enrollment in the Internet/Mobile Bill Pay Service to any member who does not meet the Internet/Mobile Bill Pay Service criteria which has been established by MECU and/or CO-OP/E-COM. Included in this criterion is a requirement that subscribers to this service must live within the United States, its possessions, and territories. Please note: Your MECU loan accounts may not be paid by using the Internet/Mobile Bill Pay Service, but instead may be paid by using the transfer/payment option on the MECU Internet/Mobile Home Banking service or by automatic transfer from your MECU Checking account at no charge. Additionally, charges for other transactions and optional services (e.g., Non-Sufficient Funds or Stop Payment Fees) are specified in MECU's Rate & Fee Schedule, which can be found on the MECU web site.

You agree to pay such fees and charges and authorize the Service to charge your designated Payment Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your savings or loan accounts will continue to apply.

You are responsible for all telephone access fees or Internet service fees that may be assessed by your telephone utility and/or Internet Service Provider.

### **In the Event a Service Transaction Is Returned and/or Overdraws Your Payment Account**

In using the Service, you are requesting the system to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are not sufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances, you will receive a return notice by secure electronic message via the MECU Internet/Mobile Home Banking service. In these cases, you agree that a non-sufficient funds (NSF) fee will be charged in accordance with the credit union's established and published fees. Further, you also agree that an NSF fee may be charged to your account even if the payment is not returned but is paid and overdraws your Payment Account.

By enrolling for and using this Internet/Mobile Bill Pay service you agree that MECU has the right to transfer funds from your available balance on your line of credit account as well as from all of your share accounts to recover funds for all payments that have been requested to be paid by you and your authorized user: this includes accounts on which you are the primary member-owner, as well as accounts on which you are the joint owner.

### **Alterations and Amendments**

The terms of this Agreement, applicable fees, and service charges may be altered or amended by the Service from time to time. In such event, the Service shall send notice to you at your address of record or by secure electronic message via the MECU Internet/Mobile Home Banking service. Any use of the services after the service sends you a notice of change will constitute your agreement to such change(s). Further, the Service, may, from time to time, revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the Internet/Mobile Bill Pay programs, services, and/or related material and limit access to the Service's more recent revisions and updates.

### **Address Changes**

You agree to promptly notify MECU in writing of any address change. Changing your address on the Service does not automatically update your address of record at MECU. Similarly, updating your address at MECU does not automatically update the address on the Service.

### **Termination or Discontinuation**

In the event you wish to discontinue the Service, you must contact MECU within 10 days prior to the actual service discontinuation date. You must request the service discontinuation by written correspondence sent via the mail. **Written notice must be signed and sent to:**

MECU, 101 N Walker, Oklahoma City OK 73102

**MECU may terminate Service to any individual at any time with cause, but without advance notice. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.**

### **Payee Limitations**

The Service reserves the right to refuse to pay any person or entity to which you may direct a payment. The Service is obligated to notify you promptly if it decides 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 (American Samoa, Guam, Marshall Islands, Micronesia, N. Mariana Islands, Palau, Puerto Rico, and the Virgin Islands), which are prohibited under this agreement.

### **Information Authorization**

Through your enrollment on the Internet/Mobile Bill Pay Service, you agree that MECU (or its third-party bill pay service provider) reserves the right to request a credit agency report and/or a review of your credit rating at its own expense through an authorized credit agency/bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a merchant or financial institution to resolve payment-posting problems.

### **Disputes**

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service, which supersedes any proposal, or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what one of the Service's employees says and the terms of this Agreement, the terms of the Agreement shall control.

### **Assignment**

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third-party service providers.

### **No Waiver**

Municipal Employees Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Municipal Employees Credit Union. No delay or omission on the part of Municipal Employees Credit Union in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver, on any occasion, shall not be construed as a bar or waiver of any rights or remedies on future occasions. Should any part or section of this Agreement become voided or unenforceable other parts or sections of this Agreement shall remain in full force and effect.

### **Captions**

The captions of Sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions for the Agreement.

### **Governing Law**

This Agreement shall be governed by the laws of the jurisdiction in which the Credit Union is located and by applicable Federal laws and regulations.

### **Federal Disclosure**

You agree to accept this disclosure online rather than a paper disclosure. We recommend you print the entire Agreement and Disclosure for your records. If you are unable to print this, please request a paper disclosure to be mailed to you.