



## 1<sup>ST</sup> LIBERTY'S BILLPAY SERVICE AGREEMENT AND DISCLOSURE

This Agreement and Disclosure provides information about 1<sup>st</sup> Liberty's BillPay Service (BillPay) and contains the disclosures required by the Electronic Funds Transfer Act.

For the purpose of this document, "You" and "your(s)" means each person with authorized access, as well as anyone you permit to access your account(s), that applies and uses the BillPay service. "We", "ours", "us", "1<sup>st</sup> Liberty FCU", or "Credit Union" means 1<sup>st</sup> Liberty Federal Credit Union. "Online Service(s)" means to 1<sup>st</sup> Liberty FCU's Freedom Teller, Mobile Banking, BillPay, and eStatements. "Payee(s)" means anyone, including 1<sup>st</sup> Liberty FCU, that you designate and we accept as a "Payee". All references to time of day in this Agreement and Disclosure refer to your time zone provided that you are within the continental United States unless otherwise stated.

1<sup>st</sup> Liberty FCU has the right to amend these terms and modify or cancel the BillPay services we offer at any time, without notice, except as may be required by Law. If you do not agree to any amendments, you may stop using the BillPay and terminate this Agreement as described below. All agreements, disclosures, rules and regulations applicable to your account, including other agreements you have with 1<sup>st</sup> Liberty FCU, now or in the future, remain in effect and are made a part of this Agreement by reference unless specifically modified.

### A. 1<sup>st</sup> Liberty's BillPay Service

The 1<sup>st</sup> Liberty's BillPay Service is a consumer electronic banking service. It may be accessed through our Freedom Teller, using a personal computer at [www.1stliberty.org](http://www.1stliberty.org) on the Internet, or through Mobile Banking via other registered electronic devices. You may use 1<sup>st</sup> Liberty's BillPay Service to direct us to make payments from your designated checking account to the "Payees" you choose in accordance with this agreement. To utilize BillPay, you will need to enter your assigned Freedom Teller Password and satisfy other system's security procedures.

We have no responsibility for establishing the identity of any person or determining the validity of any transaction received using your password. We may limit the type, frequency and amount of transactions for security purposes and may change or impose the limits without notice, at our option.

Subject to system availability, you may use BillPay any time seven (7) days a week, 24 hours a day. However, business days are Monday through Friday excluding holidays. Access may be temporarily unavailable due to 1<sup>st</sup> Liberty FCU updating records or technical difficulties. In addition, access to BillPay is made available pursuant to a license agreement by and between 1<sup>st</sup> Liberty FCU and its third party service provider. Any interruption of service or access caused by the service provider will also prevent your use of BillPay.

### B. Designation of Account and "Payees"

In order to use BillPay you must have a checking account at 1<sup>st</sup> Liberty FCU which will be treated as the "designated" checking account for transactions accomplished through the BillPay.

Any "Payee" designated must be payable in U.S. Dollars and located in the United States (including U.S. territories and APO's / AEO's). The credit union reserves the right to refuse the designation of a "Payee" for any reason.

### C. Fees

#### 1. Service Fees

##### a. Monthly Service Fee

1<sup>st</sup> Liberty FCU will not charge a monthly service fee for the use of BillPay or for the first 15 bills paid each month.

1<sup>st</sup> Liberty FCU will charge a monthly service fee of \$1.95 for the **non-use** of BillPay after 90 calendar days. This fee will continue to be charged until BillPay is used to pay a bill or you formally discontinue the service by calling our Member Service Representative at 1-800-824-0585.

##### b. Transaction Fees

If you pay over 15 bills during the month, you understand that a transaction fee of \$.40 will be charged for each additional bill paid.

The Credit Union will automatically deduct any transaction fees and any non-usage fee from the designated checking account at the end of each month.

#### 2. Applicable To All Fees and Charges

If you do not have sufficient funds in your account on the date the fee or charge is payable, you authorize us to automatically deduct the payment from your account as soon as funds are available.

#### D. Bill Paying Process

1. **Single Payments:** A single payment will be processed on the business day (generally Monday through Friday, excluding holidays) that you designate as the payment's processing 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 the credit union, is currently 2:00 PM MT.

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 holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

2. **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 processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and holidays), it is adjusted based upon the following rules:
  - **If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.**
  - **If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.**

**Note:** If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

#### E. Estimated Arrival Date

The system will calculate the *Estimated Arrival Date* of your payment. This is only an estimate, so you must allow ample time for BillPay to receive your request and process the bill payments so that the funds can reach your "Payees" before the payment due date, or for mortgage payments, on or before the due date (the due date shown on your invoice or provided in your agreement with the "Payee", not taking into account any grace period provided by the "Payee"). The Credit Union is not liable in any way for damages you incur if the estimate of time to allow for delivery to the "Payee" is inaccurate. You will assume full responsibility for all late fees, finance charges, or other actions taken by the "Payee".

#### F. Cancelling a Payment

A bill payment can be changed or cancelled until 9:30 AM MT the next business day after the designated processing date.

#### G. Method of Payment

Funds are deducted from your designated checking account each afternoon after 2:00 PM MT on the designated processing date. We will allow you to overdraw your accounts using the normal methods (i.e. Overdraft Protection from Savings, Overdraft LOC, & Courtesy Pay).

You are restricted to six (6) preauthorized, automatic or telephone transfers/withdrawals monthly from your savings account to another account of yours or to a third party, in accordance with federal regulations. You are restricted to three (3) withdrawals monthly from your money market account, as described in the account agreement and disclosure provided at the time of account opening. The transfer and withdrawal limitations are per share account. Each transaction conducted using BillPay counts towards these restrictions, including transfers from savings due to overdraft protection.

An insufficient balance in the account which is not covered by overdraft protection is subject to a Nonsufficient Funds Fee (NSF) for each item charged against the account. There is no limit on the total fees that can be charged on an account. After the account has been opened for 180 days, the Credit Union pays overdrafts on checks at our discretion provided your account meets the criteria established for the Courtesy Pay. We do not guarantee we will always authorize and pay any type of transaction and may discontinue covering overdrafts at any time without notice. The Credit Union is not required to send prior notice if your account does not have sufficient available funds to pay an overdraft.

#### H. Liability

1<sup>st</sup> Liberty FCU is responsible only for exercising ordinary care in making payments upon your authorization and for mailing or sending a payment to the designated "Payee". The Credit Union is not liable in any way for damages you incur if you do not have sufficient funds in your account to make the payment on the processing date, for any bill payment request you make that contains an error or is a duplicate of another bill payment, for a bill payment that is not made if you did not properly follow the instructions for making a bill payment, or due to delays in mail delivery, changes of merchant address or account number, the failure of any merchant to account correctly for or credit the payment in a timely manner, or for any other circumstances beyond the control of 1<sup>st</sup> Liberty FCU. The Credit Union 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.

## **I. Authorization To Charge Accounts**

You authorize us to charge your designated account(s) for any transactions accomplished through the use of BillPay, including the amount of any bill payment or transfer that you make, and any charges for the service. 1<sup>st</sup> Liberty FCU will provide the basic bill payment service plus 15 bills paid each month free of charge. Any bill payments that exceed 15 will be charged \$.40 each.

You understand that adding a "Payee" or maintaining a "Payee" list, even if no payments are scheduled, you are electing to use the full Online Services and BillPay Service. You also understand that if you do not pay a bill through the BillPay for 90 days, you will be charged \$1.95 per month for each month of non-use.

You authorize us to process bill payments and to transfer funds according to the instructions we receive if the instructions are received from you through BillPay. You authorize us to initiate any reversing entry or reversing file, and to debit your account(s) at 1<sup>st</sup> Liberty FCU or elsewhere, in order to correct any mistaken credit entry. You understand that if a bill payment or transfer request describes the beneficiary inconsistently by name and account number, execution of the request will occur on the basis of the account number, even if it identifies a person different from the named beneficiary. Further, 1<sup>st</sup> Liberty FCU and other financial institutions to which a bill payment or transfer request is forwarded may rely on any identification number supplied by you as a means to identify any other Financial Institution, even if the identification number is different than the Financial Institution named by you. Your obligation to pay the amount of the bill payment or transfer to 1<sup>st</sup> Liberty FCU is not excused in such circumstances.

## **J. Security Procedures.**

You agree to take every precaution to ensure the safety, security and integrity of your account. You agree not to leave your device unattended while logged into any Online Services and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your device, login information, or other means to access your account, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your account.

We may set a maximum dollar amount for payment and/or refuse to permit any bill payment if we reasonably believe such refusal is necessary and advisable for security reasons.

## **K. Liability for Unauthorized Use**

You will notify us immediately if you believe that your Freedom Teller Password has become known to an unauthorized person. Telephoning 1-800-824-0585 is the best way of keeping your possible losses to a minimum. If you suggest that an unauthorized transfer or payment may have occurred, we may require you to sign an affidavit. If you notify us within two (2) business days after you learn your Password has become known to an unauthorized person, your loss is limited to no more than \$50.00. If you do NOT notify us within two (2) business days, you could be liable up to \$500.00.

## **L. Cancellation of 1<sup>st</sup> Liberty BillPay Service**

You may cancel BillPay by writing to 1<sup>st</sup> Liberty Federal Credit Union, Member Service, P.O. Box 5002, Great Falls, MT 59403-5002, sending a secure message through Freedom Teller, telephoning us at 800-824-0585, or visiting any branch. Please note that it may take up to ten (10) days to process a cancellation request. Termination will not affect your liability or obligations under this Agreement and Disclosure for transactions already processed on your behalf. 1<sup>st</sup> Liberty FCU is not responsible for any fixed payment made before the Credit Union has a reasonable opportunity to act on your termination notice. We may terminate your use of BillPay, in whole or in part, for any reason at any time without prior notice.

## **M. Error Resolution**

In case of errors or questions about your Electronic Fund Transfers you may call 1-800-824-0585 or write us at 1<sup>st</sup> Liberty FCU, Member Services Department, P.O. Box 5002, Great Falls, MT 59403-5002.

If you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. If you tell us orally, we will require that you send us your complaint or question in writing within ten (10) business days. If we do not receive it within the allotted time, we may not credit your account. Please provide the following:

1. Tell us your name and account number (for security purposes only last 4 digits of your account number).
2. Tell us the dollar amount of the suspected error.
3. Describe the error or the transfer you are unsure about, and explain why you believe it is an error or why you need more information.

We will tell you the results of our investigation within 10 business days (5 business days for alleged unauthorized transfers or 20 business days for new accounts) 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 for point-of-sale, foreign-initiated transfers or a new account) to investigate your complaint or question. If we decide to do this, we will re-credit your account within 10 business days (5 business days for alleged unauthorized transfers or 20 business days for new accounts) 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 determine that an error did NOT occur, any provisional credit made to your account will be reversed. We will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

**N. Consent and Notice Regarding Electronic Communications.**

1. Electronic Signature Agreement: By selecting the “I Accept” button, you are signing the Agreements related to Online Services electronically. Selecting “I Accept” confirms your agreement to be bound by all disclosures and agreements and acknowledges your receipt and understanding of this agreement, and other applicable agreements, as they exist on the date of your electronic signature. You agree that your use of a key pad, mouse, or other device to select an item, button, icon or similar act/action, or to otherwise provide 1<sup>st</sup> Liberty FCU instructions via Online Services, or in accessing or making any transaction regarding any agreement, acknowledgment, consent terms, disclosures or conditions, constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to validate your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature or any resulting contract between you and 1<sup>st</sup> Liberty FCU. You also represent that you are authorized to enter into this Agreement for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Agreement.
2. Consent to Electronic Delivery: By enrolling in BillPay, you agree to receive and/or obtain your current and future notices, disclosures, and other communications regarding your relationship with 1<sup>st</sup> Liberty FCU electronically (“Electronic Communications”). You acknowledge that you meet the hardware and software requirements to access Freedom Teller, Mobile Banking, BillPay and/or email (listed below) and can retain Electronic Communications by printing and/or downloading and saving agreements, disclosures or other records related to all 1<sup>st</sup> Liberty FCU Online Services. You accept Electronic Communications provided via Freedom Teller, Mobile Banking, BillPay, and email as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such electronic form fully satisfies any requirement that such communications be provided to you in writing or in a form that you may keep.
3. Paper Version of Electronic Communication: You may request a paper version of any Electronic Communication by writing to 1<sup>st</sup> Liberty Federal Credit Union, Member Service, P.O. Box 5002, Great Falls, MT 59403-5002, sending a secure message through Freedom Teller, telephoning us at 800-824-0585, or visiting any branch. There is a fee for each statement copy requested. Refer to the current Fee Schedule.
4. Right to Withdraw Consent: You have the right, upon ten (10) day notice, to withdraw your consent to receive/obtain Electronic Communications at any time. If you elect to withdraw your consent there is currently no cost to you. You may withdraw your consent by writing to 1<sup>st</sup> Liberty Federal Credit Union, Member Service, P.O. Box 5002, Great Falls, MT 59403-5002, sending a secure message through Freedom Teller, telephoning us at 800-824-0585, or visiting any branch.
5. Email Address Required – Notifications and Updates: Your current valid email address is required in order for you to utilize Online Services. You agree to keep 1<sup>st</sup> Liberty FCU informed of any changes in your email address by sending a secure message through Freedom Teller, writing to 1<sup>st</sup> Liberty Federal Credit Union, Member Service, P.O. Box 5002, Great Falls, MT 59403-5002, or visiting any branch. If Electronic Communications is being returned to us as undeliverable, we will discontinue Electronic Communications and will return to distribution in paper form, until updated information is received by you. You are responsible to use Freedom Teller or Mobile Banking regularly to check for Electronic Communications.
6. Hardware, Software and Operating System: You must have a device capable of supporting the current version of Internet browsers. You are responsible for installation, maintenance, and operation of devices used to access 1<sup>st</sup> Liberty FCU Online Services. 1<sup>st</sup> Liberty FCU is not responsible for errors, failures, or malfunctions of any device used, or attempted to use, for account access. 1<sup>st</sup> Liberty FCU is also not responsible for viruses or related problems associated with use of any online system. Electronic Communications will be in a PDF or HTML file format; you will need Adobe Acrobat Reader to view some communications and access to a printer to print the communications. Adobe Acrobat Reader may be downloaded at the time of document retrieval.