



ePay Terms and Conditions

The following terms and conditions apply to your use of the Credit Union's Bill Pay Service, known as "ePay." These terms and conditions are in addition to the terms, conditions, and limitations found in the Online and Mobile Banking Agreement and Disclosure, which are also applicable to ePay. Please refer to the [Online and Mobile Banking Agreement and Disclosure](#) for those terms and conditions.

You may use ePay to make payments from your designated checking account to the "Payees" you choose in accordance with these terms and conditions. In order to use ePay, you must have a checking account with the Credit Union. The checking account must be designated as your "Eligible Transaction Account" for transactions accomplished through ePay. You may access ePay through Online Banking or Mobile Banking. You authorize us to utilize any processor of our choice to provide this service to you.

1. SERVICE FEES

There is no activation fee or monthly service fee for the use of ePay, however there is a fee for expedited payment deliveries. These fees will be disclosed to you at time of set up. An ePay check copy may be requested. There will be a fee deducted from your Eligible Transaction Account for each check copy request.

We reserve the right to institute or change the amount of service fees at any time. We will mail or deliver a written notice to you at least 30 days before the effective date of any change in fee amounts. If you do not have sufficient available funds in your Eligible Transaction Account on the date the fee or charge is payable, you authorize the Credit Union to automatically deduct the charge from your Eligible Transaction Account as soon as funds are available, or from any other account you own at the Credit Union.

2. LOGIN AND SECURITY FEATURES

You represent that you have considered the security procedures of ePay and find that the security procedures are commercially reasonable. In reaching this determination, you have considered the size, type, and frequency of bill payments that you anticipate making through ePay. If, in your judgment, the security procedures are not commercially reasonable, or if the size, type, and frequency of your transfers change, and the result is that the security procedures cease to be commercially reasonable, you must inform us within 30 days.

3. HOW TO SET UP PAYEES/PAYMENTS

If you want to add a new Payee, select the "PAYEE" tab located in the service 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 in writing through the service. You may pay any "Payee" within the United States (including U.S. territories and APO's / AEO's). We reserve the right to refuse the designation of a "Payee" for any reason in our sole discretion. We are not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

4. THE BILL PAYING PROCESS

- a. **Single Payments** – A single payment will be processed on the business day (generally Monday through Friday, except certain 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 is currently 3 p.m. Eastern Standard Time as observed in Plymouth, Michigan. 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’s processing date, the payment will be processed on the first business day following the designated processing date.
- b. **Recurring Payments** – When a recurring payment is processed, it is automatically rescheduled by the ePay 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 certain holidays), it is adjusted based upon the following rules:
 - **If the recurring payments “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.
- c. **Estimated Arrival Date** – The system will calculate the Estimated Arrival Date of your single and recurring payments. This is only an estimate, so it is important that you allow ample time for your payments to reach your Payees.
- d. **Cancelling a Payment** – A bill payment can be changed or cancelled any time prior to the cut-off time on the scheduled processing date. Stop payments may only be requested on or after the date funds are withdrawn from your checking account. There will be a fee deducted from your account for each stop payment request.
- e. **Transaction Information** – Information concerning ePay transactions will be shown on your periodic statement for your Eligible Transaction Account.

5. FAILED OR RETURNED PAYMENT INSTRUCTIONS

If we are unable to complete your payment instruction for any reason associated with your Eligible Transaction Account (for example, there are insufficient available funds in your Eligible Transaction Account, or the payment instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account), the payment instruction may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that:

- a. You will reimburse the Credit Union immediately upon demand in the amount of the payment instruction if we have delivered the payment to the Payee but there are insufficient available funds in, or insufficient available overdraft credits associated with, your Eligible Transaction Account to allow us to complete the debit processing.
- b. For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum (whichever rate is lower), for any unpaid amounts may be imposed.
- c. You may be assessed a fee if the payment instruction cannot be debited because you have insufficient available funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account to cover the payment instruction; or if we cannot otherwise collect the funds from you. The fee amount will be as set forth in our Fee Schedule. You hereby authorize us to deduct these amounts from your designated Eligible Transaction Account, including by ACH debit.
- d. You will reimburse us for any fees or costs we incur in attempting to collect any amounts from you.
- e. You authorize us to report the facts concerning the return to any credit reporting agency.

6. PAYMENT LIMITS

Payments made to both companies and individuals are \$15,000 per electronic (ACH) or check (print) payment. Payments sent to individuals via email are limited to \$2,500 each.

7. YOUR LIABILITY

- You are solely responsible for controlling the safekeeping of and access to your Password and/or other security credentials.
- If you want to terminate another person's authority to use ePay, you must notify us and arrange to change your Password and/or other security credentials.
- You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.
- Except as may otherwise be required by law, we are not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment. Your failure to promptly notify us after you learn that you have not received credit from a Payee for a bill payment; or 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 our agent.

8. OUR LIABILITY

We are responsible only for exercising ordinary care in making payments upon your authorization. IN NO EVENT SHALL THE CREDIT UNION OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE USE OF ePAY. We will use our best efforts to execute all of your payment instructions properly. However, you agree that we shall not be

liable for untimely or failed bill payments as the result of your failure to maintain sufficient available funds to complete the transaction; your failure to allow sufficient time to process a payment instruction; your failure to provide us with accurate Payee and billing information; service downtime; Payee mishandling or delay of a payment sent by ePay; changes of merchant address or account number; or other circumstances beyond our control that prevent completion of the transaction even though we have taken reasonable steps to avoid those circumstances.

In the event we cause an incorrect amount of funds to be removed from your account, or direct funds to a Payee that do not comply with your payment instructions, we will return the improperly transferred funds to your account and/or transfer funds to the appropriate Payee. In the case that you do notice an error or have any questions in regard to ePay, please contact the Credit Union at (877) 937-2328, or write to us at PO Box 8050, Plymouth, MI 48170.

9. INFORMATION AUTHORIZATION

Your enrollment in ePay may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in ePay as a sender, you authorize us to request a review of your credit rating at our own expense through an authorized bureau. In addition, you authorize us to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Licensors' everyday business purposes, such as to maintain your ability to access the ePay; to authenticate you when you log in; to send you information about ePay; to perform fraud screening; to verify your identity; to determine your transaction limits; to perform collections; to comply with laws, regulations, court orders and lawful instructions from government agencies; to protect the personal safety of subscribers or the public; to defend claims; to resolve disputes; to troubleshoot problems; to enforce these terms and conditions; to protect our rights and property; and to customize, measure, and improve ePay and the content and layout of the website.

Additionally, we and our Licensors may use your information for risk management purposes, and may use, store, and disclose your information acquired in connection with these terms and conditions as permitted by law, including (without limitation) any use to effect, administer, or enforce a transaction; or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Licensors shall have the right to retain such data even after termination or expiration of these terms and conditions for risk management, regulatory compliance, audit reasons; and as permitted by applicable law, for everyday business purposes. In addition, we and our Licensors may use, store, and disclose such information acquired in connection with ePay in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis, and to analyze the performance of ePay.

10. AMENDMENT

We reserve the right to change the terms and conditions upon which ePay is offered. We will notify you before the effective date of any change, as required by law. Your use of ePay is subject to existing regulations governing your Credit Union accounts and any future changes to those regulations.

11. TERMINATION

We reserve the right to terminate your ePay privileges without notice if you are in violation of these terms and conditions, or if you are using ePay in a manner inconsistent with these terms and conditions. You may cancel ePay at any time by calling (877) 937-2328, or by writing to us at PO Box 8050, Plymouth, MI 48170. We are not responsible for any payment made through ePay before we have a reasonable opportunity to act on your notice of termination. You remain obligated for any payments made on your behalf.

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