



## Bill Payment Service Agreement

In order to use Bill Pay to direct the Credit Union to make payments from your designated share draft (checking account) to the merchants you choose, you must read and agree to 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 (the Account Rules).

You must have a Checking account to use Bill Pay.

"You" or "your" means each person who has access to your eBanking (online banking) account is authorized to use eBill Pay. "Merchant" means anyone, including the Credit Union, you designate and the Credit Union accepts as a payee.

**How to set up Merchants/Payees:** Any member with a Checking account and eBanking may enroll in eBill Pay. Once approved, you are required to submit merchant information to eBill Pay on all of the merchants to whom you want payments to be made. To add new merchants to your list of authorized payees, use the "Payees & eBills" tab within eBanking. Only after a merchant is added and your information verified may you begin processing your payment.

The Credit Union is not responsible if an eBill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a merchant. You may add a new fixed payment to a merchant by accessing Bill Pay and entering the appropriate information. Most other additions, deletions, or changes can be made by contacting Member Services or by using eBill Pay. The Credit Union reserves the right to refuse the designation of a merchant for any reason. Please note: it is preferable to use the transfer/payment function within eBanking to pay your WCCU loans/payments.

**Accessing eBill Pay:** As a member with a Checking account and eBanking login, you are able to self-enroll in eBill Pay.

**The Bill Pay Process:** The Credit Union will determine when to process payments based on the due date you provided when setting up the payment and how the payment will be sent to the merchant, provided the payment request is received prior to the cut-off time set by the Credit Union, which is currently 4:00 pm EST. Payments are only processed on business days – Monday through Friday, except holidays. Bill payment requests received after the business day cut off time, or at any time on a non-business day will be processed on the next business day based on the due date of the bill and how the payment will be made (check or electronic payment (ACH). The Credit Union reserves its right to change the cut-off time by giving you notice.

Be aware that if your payment due date falls on a non-business day or a holiday, it will be processed early in order to ensure that your payment reaches the merchant before the due date.

# Westerly Community Credit Union

Payments can take up to seven business days to reach a merchant. The eBill Pay system determines when the payment needs to go out based on the due date of the bill and how the payment will be made (check or electronic payment – ACH).

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all Bill Payments requested, as well as, any other payment obligations you have to the Credit Union. The Credit Union reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the Account and the Credit Union 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 the Credit Union, at its option, may charge any of your accounts with the Credit Union to cover such payment obligations, including any non-sufficient funds (NSF) fees or other fees associated with collecting or covering the payment.

Any bill payment can be changed or canceled, provided you access eBill Pay prior to the cut-off time on the business day prior to the business day the bill payment is going to be initiated.

**Liability:** You are solely responsible for controlling the safekeeping of, and access to your eBanking login information. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify the Credit Union and arrange to revoke their access and possibly change your eBanking login information. You will be responsible for any bill payment request you make that contains an error or is a duplicate of another Bill Payment. The Credit Union is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment or using eBill Pay. The Credit Union 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 merchant for a bill payment. 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. In any event, the Credit Union will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or Bill Pay, even if the Credit Union has knowledge of the possibility of them. You are solely responsible for funds to pay your bills set up through eBill Pay, including any non-sufficient funds or other fees associated with collecting or covering your payment(s).

The Credit Union 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.

**Amendment:** The Credit Union 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, including eBanking, or as otherwise permitted by law.

# **Westerly Community**

Credit Union

**Termination:** The Credit Union has the right to terminate this agreement at any time. You may terminate this agreement by written notice to the Credit Union. The Credit Union 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 the Credit Union on your behalf.

**Fees:** These charges will only be assessed if you request one or more of the services listed here. There will be NO charge for any item if needed to correct a Credit Union error.

Written Correspondence to Merchant: \$20.00

Per proof of Payment not necessitated by a dispute: \$20.00

Payments returned due to customer error: \$10.00

Non-Sufficient Funds: \$29.50

Overdraft Privilege: \$29.50

Expedited Payment (Electronic): \$3.00

Expedited Payment (Overnight check): \$15.00

The Credit Union reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

Please contact us at (401) 596-7000 or email us at [eservices@westerlyccu.com](mailto:eservices@westerlyccu.com) with any questions you may have regarding the above Bill Pay Service Agreement.