



University Federal Credit Union  
PO BOX 9350, Austin, Texas 78766-9350  
call us at (512) 467-8080 or (800) 252-8311

## DIGITAL BILL PAYMENT SERVICES AGREEMENT

By accessing the Digital Bill Payment service provided by us, you are agreeing to the following terms and conditions. You may also be required to sign a contract provided by a third-party vendor providing the Bill Payment service, and/or to consent to terms and conditions provided electronically.

**Access; Software.** To use the Bill Pay service, you must be able to access our Digital Banking services, must designate and maintain a valid e-mail address in order to receive notices regarding the status of your payments, and you must enter a user name and password. To use our Digital Bill Payment Services, you must have an active account that is in good standing. The service may not be able to be accessed if you are located outside the United States. You are responsible for the correct set-up and installation of software that we provide (if any). We will be responsible for any malfunction of that software.

**Payments and Processing.** In order to make payments through Bill Pay, you must designate a checking account(s) from which the payments will be made and must keep that account(s) in good standing. You may not make payments from a savings account. You may schedule automatic, recurring payments or periodic one-time payments. You must provide us the correct names of your billers, together with the proper address, account number, payment amount and any other information required to process the payment. All designated billers must be located in the United States.

We will attempt to process your Bill Pay request electronically first. If it cannot be sent electronically, the biller is sent payment via check on the members behalf. Electronic payments are delivered the day after the send date. Checks are typically delivered within 5-7 calendar days after the send date. Payments can be scheduled via the delivery date. We do not guarantee that your payment will be reflected by that date and are not responsible if the payment is received or processed by your creditor after your due date. Members can log in to Pay A Bill to make one-time payments, schedule payments to send on a future date, or create recurring payments. If you authorize a recurring payment to any biller, those payments will continue until the specified end date unless you cancel the recurring payment or there is not a sufficient available balance to all the payment. You assume the risk of loss due to an overpayment to the biller on any payment you initiate using the Digital Bill Payment Service.

**Bill Payments Transfer Methods.** Payments are made either electronically ("ACH" transactions) or by check. Electronic payments are made available through an agreement between University FCU and Jack Henry and Associates and sent via Jack Henry's network, which includes multiple payment rails or payment networks. Electronic transactions are subject to the rules of National Automated Clearing House Association (NACHA). If a recipient cannot accept electronic payments, checks drawn on the user's account are sent through the U.S. Postal Service. Electronic payments are posted one business day after the send date. Checks are typically posted between 5-7 business days after the send date. The time for posting is contingent upon the recipient depositing the check. We are not responsible if the payment is received or processed by your creditor after your due date.

**Scheduling Payments:** The earliest possible Send Date and Deliver Date will be displayed on the Pay Bill Screen for each biller. In general you will allow (3) business days to ensure on-time payment for an ACH transaction and (7) business days if the payment is to be made by issuing and mailing a paper check to the biller. We are not responsible for delays in the U.S. mail for the processing delays by the biller. We are not liable for any late charges imposed by the biller except as otherwise provided under this agreement.

**Suspension of electronic services and access to share or deposit accounts.** Subject to applicable law, we may suspend some or all electronic services and access to your checking or other account(s) if you become delinquent on any of your loan or deposit obligations to us or you cause a loss to us. We shall not be liable to you in any regard in connection with such suspension of services.

**Missed Payments; Notice.** If you are notified by one of your billers that payment was not received or remains unpaid, you must notify us within 10 business days so that we may investigate and correct any error that we may have caused.

**Restrictions on Billers and Types of Payments.** The following payments are prohibited through this service: tax payments; court-ordered payments; payments to billers outside the United States; payments to government agencies; other types of payments or billers as we may designate. If a biller designated by you does not participate in the service, we will notify you that the payment or future payments will not be processed. If we know of a biller who cannot process payments in a timely or responsible manner, we may refuse to make future payments to that biller, and will notify you accordingly.

**Insufficient Funds and Overdrafts.** You agree that sufficient funds to cover your scheduled payments will be kept in your designated accounts. You are responsible for ensuring that there is a sufficient available balance in the funding account on the Send Date to cover the full amount of any payment you instruct us to make through the Digital Bill Payment Service. We may not complete the bill payment transaction if there is not a sufficient available balance in the funding account on the Send Date. Bill Payments made via check will need to have the available balance to cover the bill on the date the check is negotiated. If the check is negotiated and there are not sufficient funds in the account then your account may be assessed fee(s) under the terms of the Membership and Account Agreement and the Fee Schedule. If there are insufficient funds, we may refuse to make the transfer or we may overdraw your account. If you have signed up for Overdraft Protection and/or Courtesy Pay on your designated accounts, the terms of your Overdraft Protection and/or Courtesy Pay will govern overdrafts caused by Bill Pay. You are responsible for any non-sufficient funds (NSF) fees, courtesy pay fees, and overdraft fees that may be charged. We reserve the right to suspend your Bill Pay access in the event of overdrafts until such time that you have sufficient funds in your accounts to process your payments. Reactivation of the service may result in delays of your processing, and we are not responsible for any missed payments because of suspension due to overdrafts.

**Canceling Scheduled Payments.** After payments have been scheduled, you can make changes up until our daily cutoff time of 4:00 PM CST Monday - Friday. After the cutoff time, the payment cannot be modified. After payments have been scheduled, you can delete, or cancel, the payment up until our daily cutoff time. After the cutoff time, the payment cannot be cancelled. If we do not receive your change or cancellation in time, the payment may be processed and we will not be liable for making that payment in any way.

**Sharing of Information.** By using Bill Pay and scheduling payments, you are authorizing us to disclose any and all information, including non-public personal information and your financial information, that we deem necessary or appropriate in order to process your scheduled transactions. We use a third-party vendor to provide the Bill Pay service to you. This authorization to share and disclose information extends to that third party-vendor as well.

**Fees.** There may be fees that apply to Digital Banking and/or Bill Pay services. Please see your Fee Schedule for more information.

**Termination.** You may terminate your Digital Banking and/or Bill Pay service with 3 business days notice to us. Termination of your Digital Banking services will automatically terminate your Bill Pay service. You must cancel all future payments prior to canceling the service. If you do not, we may continue making payments and will not be liable in any manner for doing so.

We may terminate your Digital Banking and/or Bill Pay service if you do not comply with the terms of this agreement, the user instructions, or any other agreements governing your accounts.

**Liability; Warranty.** If we do not complete a properly scheduled transfer for which you provided us all necessary and correct payment information, we will be liable to you for the actual damage or loss that you suffer. If we make an error in a transfer that we complete, our only responsibility is to correct that error; we will not be liable for any indirect, consequential, or other damages. We will also not be liable for any transfer that cannot be processed or completed because of legal restrictions on your account, or for any transfer that we are not bound to complete under the terms of this agreement. We also provide no Warranty of Merchantability, Warranty of Fitness for Particular Purpose, or warranty against non-infringement of third-party rights regarding any software, browser, equipment, or other services. We provide no warranty that the Digital Banking and Bill Pay services are free from defects, computer viruses or worms, or other computer-related problems.