

BILL PAY AGREEMENT AND DISCLOSURE

This Agreement covers your and our rights and responsibilities concerning Bill Pay Services offered to you by Austin Telco FCU ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who request and use the Bill Pay Service. The words "we," "us," and "our" mean the Credit Union. The word "account" means a checking account you have with the Credit Union that you have designated as your bill pay account. The Bill Pay Service allows you to access your account to pay most bills. By submitting an online request for the Bill Pay Service, each of you jointly and severally agree to the terms and conditions in this Agreement, and any amendments. By reference, this Agreement is made part of the Austin Telco FCU Membership and Account Agreement. Acceptance of this Agreement indicates acceptance of the Credit Union Membership and Account Agreement.

1. **Bill Pay Service.** You authorize us to process Bill pays from your designated account. You may use the Bill Pay Service to initiate two (2) different types of payment transactions:
 - a. "One-time payments" Use one-time payments to make a single payment or payments that vary from payment to payment for an individual or business. One-time payments may be deleted or edited through the Bill Pay Service prior to processing.
 - b. "Recurring" Use recurring payments to schedule fixed recurring payments (e.g., mortgage payment, car payment, etc.). You may designate the start and end dates for payments. Recurring payments may be deleted or edited through the Bill Pay Service prior to processing. There is a minimum dollar limit on any one-bill pay of \$1.00.

There is a maximum dollar limit on any one bill pay of \$10,000.00, or the available balance in your designated account plus any available overdraft protection balance, whichever is less. There is a maximum daily dollar limit of all bill pays of \$10,000.00. Transfers to or from any account are subject to the terms and conditions applicable to that account as set forth in the Membership and Account Agreement and Rate and Fee Schedule.

2. **Payees.** A payee is an individual or business to whom you want to make a payment. There is no limit to the number of payments you may schedule. Payees must be located in the United States. When you transmit a Bill pay instruction to us, you authorize us to transfer funds to make the Bill pay transaction from your account. We will process bill pay requests only to those payees that you have provided within the Bill Pay Service.
3. **Processing Payments.** The amount of your requested bill pay will be deducted from your account on the Withdraw Date and will be processed by us on that date (or the next business day should the Withdraw date fall on a Saturday, Sunday or Credit Union holiday). Therefore, you must have sufficient funds available to cover your payments on the Withdraw Date in order to have your payment submitted to your payee.
 - a. Bill pays are delivered to the payee either electronically, which may take up to two (2) business days from the Withdraw Date, or by check to those payees not set up to accept electronic payments, which may take up to seven (7) business days from the Withdraw Date. It is your responsibility to schedule your bill pays in such a manner that your obligations will be paid on time. You should enter and transmit your bill pay instructions at least seven (7) business days before a bill is due. If you do not allow sufficient time, or your account has insufficient funds, you assume full responsibility for any late payments, finance charges that may be imposed, or other actions taken by a payee as a result of a late (or unpaid) payment. We will not automatically resubmit a payment.
 - b. The Credit Union will not process any Bill Pay transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for providing or entering. If there are insufficient funds in your account to make the Bill pay request, we may (in our sole discretion) either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous.

4. **Stop Payment of Bill Pays.** You may cancel or stop payment on One-time and Recurring bill pays under certain circumstances (prior to check clearance) by following the instructions provided. If you discover an error in or want to change an amount for a bill pay that you have already scheduled for transmission through the Bill Pay Service, you will need to contact the Credit Union to stop your payment request prior to the check clearing. Your cancellation request must be made during credit union business hours, excluding holidays. Stop payments cannot be made on electronic items; they must be deleted in the Bill Pay Service prior to processing. Credit Union business hours and contact numbers are posted on

our website at www.atfcu.org and are also posted in section 6 of this disclosure. **The Credit Union may require you to confirm your stop payment request in writing within fourteen (14) days of the call.**

5. **Security of Access Code.** Access to Bill Pay Services is obtained through the Credit Union's Online Banking service. Your access code(s) are confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code(s). You agree not to disclose or otherwise make your access code available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your access code, you understand that person may use the Bill Pay Service to review your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions.

If you authorize anyone to use your access code for any reason; that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your access code immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your access code is changed. If you fail to maintain or change the security of these access codes and the Credit Union suffers a loss, we may terminate your Bill Pay and account services immediately.

6. **Liability for Unauthorized Access.** You are responsible for all transactions you authorize using the Bill Pay Services under this Agreement. If you permit other persons to use your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your access code and accessed your accounts without your authorization.

If your statement shows Bill Pay transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you or was available to you online if you have requested Online Statements, you may be liable for the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized EFT transactions.

If you believe your access code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, change your access code online and call:

(512-302-5555) or (800-252-1310) during normal business hours.

You may also contact us electronically at billpayservices@atfcu.org (e-mail messages received during normal business hours will be handled the same day; all others will be handled the next business day).

or write the Credit Union at:

Austin Telco Federal Credit Union
11149 Research Blvd., Suite 300
Austin, TX 78759

7. **Business Days.** Our business days are Monday through Friday. Holidays are not included.
8. **Fees.** The Credit Union reserves the right to charge and/or change fees for this service in the future. You will receive at least twenty-one (21) days notice before we begin to charge and/or change a fee for using this service. For a listing of other applicable fees, see a current Rate and Fee Schedule.
9. **Right to Receive Statements.** Transfers and withdrawals transacted through Bill Pay will be recorded on your periodic statement by mail (or electronically if you have requested Online Statements). You will receive a statement monthly. You may request to receive your statement online. No printed receipts are issued through the Bill Pay Service.
10. **Account Information Disclosure. We will disclose information to third parties about your account or the transfers you make in the following circumstances:**
- As necessary to complete transfers;**
 - To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;**
 - To comply with government agency or court orders; and**
 - If you give us your express permission.**
11. **Limitation of Liability for Bill Pay Services.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your actual losses or damages. Our sole responsibility for an error in a transfer will be to correct the error and in no case will we be liable for any indirect, special, incidental, or consequential damages. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:
- If, through no fault of ours, you do not have adequate funds in your account to complete the transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit, if applicable.

- b. If you used the wrong access code or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer and Bill Pay transactions.
- c. If your computer fails or malfunctions or the phone lines or Credit Union computer system was not properly working and such problem should have been apparent when you attempted such transaction.
- d. If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment, power or ATM network failure) prevent making the transaction.
- e. If the funds in your account are subject to an administrative hold, legal process or other claim.
- f. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer or Bill Pay.
- g. If, through no fault of ours, a bill pay or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
- h. If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or software related problems for software not provided by us.
- i. If there are other exceptions as established by the Credit Union from time to time.

12. **Termination of Bill Pay Services.** You agree that we may terminate this Agreement and your Bill Pay Services if you breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your accounts or access code.

You or any other party to your account can terminate this service by cancelling online or by **notifying us in writing**. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

13. **Amendments and Notices.** The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will notify you at least thirty (30) days before the effective date of any change, as required by law. Use of the Bill Pay Service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

14. **Billing Errors.** In case of errors or questions about your Bill Pay transactions, contact us by: telephone at the phone numbers; E-mail at our E-mail address; or write us at the address set forth in Section 6 as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement (or from the date the statement was available to you online if you have requested Online Statements) on which the problem appears.

Tell us your name and account number.

Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

Tell us the dollar amount and date of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will re-credit your account within ten (10) business days or twenty (20) business days if the suspected error occurred on a new account, outside the United States or if it occurred at a merchant location for the purchase of goods) 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 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 decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

15. **Enforcement.** You agree to be responsible to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its

reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.