

**Ohio University Credit Union**  
**Bill Payment Service Disclosure and Agreement**

This Agreement is the contract which covers your and our rights and responsibilities concerning Online Bill Payment services offered to you through CATS Online Account Access. In this Agreement, the words "you" and "yours" mean those who sign the Membership Application. The words "we," "us," and "our" mean the Ohio University Credit Union ("Credit Union"), and the words "you" and "your" refer to anyone authorized to sign checks or make withdrawals on your account.

You must have an active Ohio University Credit Union checking account.  
You authorize us to utilize Online Resources to provide Bill Payment to you on our behalf.  
Payment of taxes or court-directed payments via Bill Payment are prohibited.  
We reserve the right to refuse to make any payment and/or transfer.  
Please read the information located in the Help function of Bill Payment Service for more information.

**PERSONAL IDENTIFICATION NUMBER**

Bill Payment Service: You must use your CATS Online/CATS Line Personal Identification Number (PIN) to log onto our Bill Payment Service for the initial sign on. You may continue to use this PIN to access this service, or you may change your PIN at any time. You agree not to give your PIN to any person not authorized to access your account(s). Disclosing your PIN, whether intentional or accidental, constitutes authorization for use by others; and you agree to be liable for their actions.

**BUSINESS DAYS**

You may use Bill Payment any time, 7 days a week. However, regular business days for posting Bill Payment Service transactions to your account are Monday through Friday, excluding holidays. Bill Payment may be temporarily unavailable due to OUCU's routine computer maintenance, or technical difficulties. In addition, access to Bill Payment Service is made available pursuant to a license agreement by and between OUCU and a third party provider of this service. Any interruption of service or access caused by the third party provider will also prevent your use of this service.

**FEES**

- If you have eStatement electronic statement service on your S70 or S71 checking account, there is no fee to use Bill Payment Service. If you do not have eStatement service, the monthly fee is \$3.95. The monthly fee for Bill Payment Service if you have a Business Checking account, S72, is \$6.95.
- Inactivity fee: If you do not use Bill Payment Service for 90 days, there will be a \$6.95 monthly fee. You may cancel the service by telling us either by phone or by email.
- Money movement via Money HQ: There is a \$2 fee for each person-to-person or account-to-account transfer. There is a \$7.95 fee for each next-day transfer between financial institutions. Please read the Money HQ agreement for additional information located within the Money HQ product.

**TRANSACTION PROCEDURES**

Bill Payments may be processed in three different transaction modes. They are as follows:

1. "Today." If you designate a payment as a "Today" transaction, the scheduled initiation date will be due the next business day. However, sufficient funds must be available on the day and the time you request the "Today" transaction. "Today" Bill Payments may not be canceled for any reason once you have ended a Bill Payment session, as funds are immediately deducted from my designated account. You must have funds available in your checking account for a "Today" payment.
2. "Future." If you designate a Bill Payment as a "Future" transaction, you may request that the transaction be made on a future date that I may designate, up to 364 days in advance of the Scheduled Initiation Date. The due date that you enter will be the date funds must be received by the recipient. Funds will be debited from approximately 2 – 7 business days in advance of the due date in order for the funds to be received by the party you intend them to be sent to. "Future" transactions may be canceled or changed until before the close of business of the day prior to the processing date of the night before the Scheduled Initiation Date.
3. "Recurring." If you designate a Bill Payment as a "Recurring" transaction, you may request, and OUCU will use, a Scheduled Initiation Date that reoccurs on a specified regular basis (i.e.: weekly, biweekly, monthly, etc.). You will designate a "start" and "end" date. Sufficient funds must be available by before the close of business of the day prior to the processing date of the night before the Scheduled Initiation Date, but will be deducted from my Share Draft (Checking) account on the Scheduled Initiation Date. "Recurring" transactions may be canceled or changed until before the close of business of the day prior to the processing date of the night before the Scheduled Initiation Date.

## **CREDIT UNION LIABILITY**

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 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:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit, if applicable.
- b. If you used the wrong PIN or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer and bill payment 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 your control (such as fire, flood, telecommunication outages or strikes, equipment or power 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, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular payee due to changes or inaccuracies in the payee address, account number or otherwise; the time you allow for payment delivery was insufficient; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
- g. 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 problems related to software not provided by Credit Union.
- h. If you have closed the designated checking account.
- i. If there are other exceptions as established by the Credit Union.

## **NOTICE OF YOUR RIGHTS AND LIABILITIES**

An unauthorized transfer in any transfer that you have not authorized, including loss or theft of your member identification number and/or PIN. If you believe that someone has transferred or may transfer money from your account, without your permission, or if your account statement shows transfers you did not make, telephoning is the best way to inform us, and of keeping your possible losses down.

If you notify us within two (2) Business Days after you learn of the loss or theft, your maximum liability is \$50.00. If you do NOT notify us within two (2) Business Days after you learn of the loss or theft of your Password, and we can prove that we could have prevented someone from using your Password if you had told us in time, your maximum liability is \$ 500.00.

If your Statement contains payments and/or transfers that you did not make, notify us IMMEDIATELY. If you do not notify us within sixty (60) days after the Statement was mailed to you, you may not get back any of the money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a hospital stay or a long trip) prevented you from telling us, we may at our discretion, extend the time.

## **ERROR RESOLUTION**

Contact us as soon as possible at either the address or telephone number if you think that a payment and/or transfer listed on your statement is in error or if you need more information about a payment and/or transfer listed on the Statement. We must hear from you no later than sixty (60) days after you received the first Statement on which the problem or error appeared.

Ohio University Credit Union  
P.O. Box 476  
Athens, OH 45701  
(800) 562-8420 or (740) 597-2800

When you call or write us, please:

1. State your name and Member Number.
2. Describe the payment and/or transfer you are unsure about (Merchant name, Account information, Transaction Date, Transaction Amount) and explain as clearly as you can why you believe it is an error or need more information.
3. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days. We will tell you the result of our investigation within ten (10) Business Days after we receive your complaint and will correct any Bill Pay error promptly. If we need more time, we may take up to forty-five (45) days to investigate the complaint or question. If we decide to do this, we will re-credit your Account within ten (10) Business Days after we hear from you, for the amount you think is in error in

order that you may have the use of the money during the time it takes to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within ten (10) Business Days, we may not re-credit your Account.

If we decide that there was no error, we will mail or transmit to you a written explanation within three (3) Business Days after we have completed the investigation, and within ten (10) Business days of the date of such explanation, we will debit your account of the amount previously re-credited to you for use during the time we took to complete our investigation. You may ask for copies of documents used during our investigation.

#### **CANCELLATION**

If you do not access OUCU's Bill Payment Service for a period of 90 days, we have the right to cancel your access privileges. You may cancel Bill Payment Service at any time, simply contact us by mail, email, or phone.

#### **APPLICABLE LAW**

Except to the extent that Federal law is controlling, your rights, our rights, and the terms of this Agreement will be governed by Ohio state law.

#### **HOLD HARMLESS**

You shall indemnify which includes payment of the credit union's attorneys' fees and court costs and hold harmless the Credit Union and/or its officers, directors, employees, successors, and assigned from and against any and all claims, demands, liabilities, causes of actions, complaints, awards and/or judgements for damages of any type and kind of any third party or entity which may arise or are connected with your use of the Service and/or the terms of this Disclosure and Agreement. This indemnification and hold harmless provision shall survive and be in full force and effect subsequent to the termination of this Disclosure and Agreement.

#### **AMENDMENTS**

From time to time, we may amend this agreement.