

# Bill Payment Terms and Conditions



## First Florida Credit Union Online Bill Payer Service Agreement

This Bill Payment Service Agreement ("Agreement") is incorporated into and becomes a part of your Terms and Conditions Account Agreement and Disclosures. The terms and conditions in this Agreement govern and control to the extent that there is any conflict with the terms and conditions set forth in the Account Agreement.

By completing the Bill Payer enrollment to subscribe to the Bill Payment Service offered by FIRST FLORIDA CREDIT UNION (FFCU) as described in this Agreement and as otherwise made available by FFCU from time to time (collectively, "Bill Pay"), you agree to the terms and conditions of this Agreement. Each reference in this Agreement to "we", "us", or "our" refers to FFCU and each reference to "you" and "your" refer to the primary account owner. "Payee" means anyone, including the Financial Institution, that you designate to pay and the Financial Institution accepts as a payee. Each time you use Bill Payer it constitutes your confirmation of agreement to and understanding of the terms of this Agreement and any screens that appear on your computer when you sign on to Bill Payer.

Bill Payer is an electronic payment service. You may use a personal computer to access the Bill Payer service through FFCU's Online Banking site or through FFCU's Mobile Banking application.

Bill Payer allows you to schedule bill payments electronically. Subject to any regulatory or FFCU imposed limitations on usage, you can arrange for the payment of your bills from a FFCU checking account. Access to Bill Payer is made available pursuant to a license agreement by and between FFCU and our vendor (the "Service Provider"). Any interruption of service or access caused by our Service Provider will prevent your use of the service. To use the services, you will need to enter your FFCU Online Banking User ID and password (together, the "Access Device") and otherwise satisfy the system's security procedures.

If you forget your Online Banking ID or password, or if your password has been disabled, you must contact us at (800) 766-4328 to have your Online Banking ID and/or a temporary password issued to you

**Designation of Account(s).** In order to use Bill Payer, you understand that you must have a checking account with FFCU. That checking account, will be treated as the designated checking account for all transactions accomplished through Bill Payer ("Bill Payer Account"). Bill payments may only be processed using your Bill Payer Account.

### The Bill Paying Process

*When you use the FFCU Bill Payer Service you authorize us to debit your designated payment account and remit payment to the payee you assign. You are responsible for confirming the accuracy of all payee information. We are not liable for any losses or payment delays based on inaccurate information. We cannot be responsible for any payment you establish that contains errors or is a duplicate of a previous payment.*

*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, which is controlled by the Financial Institution, is currently 4:00 pm ET .*

***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.***

*Recurring Payments – When a recurring payment is processed, it is automatically rescheduled by the 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 payment's "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.*

*We reserve the right to select the delivery method in which we remit funds for your payment. The payments you establish through the Service may not include the payee's standard remittance form. Please allow enough time for your payee to process your payment and credit the appropriate account. You are responsible for scheduling your payments sufficiently in advance of the intended due date. You may expedite a payment for a fee; however, once you have initiated an expedited payment it cannot be edited or cancelled.*

*You may edit or cancel your payments at any time prior to the commencement of payment processing. No fees are collected for changing or cancelling a payment. Once payment processing has started, your payment cannot be edited or cancelled.*

*In the event there are insufficient funds for an initiated payment, we may honor or refuse the payment at our discretion. You are responsible for any applicable fees that may be assessed in the event of any overdraft related to your use of the Service. At our discretion, we may remit payment prior to debiting your payment account. You agree that if, for any reason, we are unable to debit your payment account for the transaction you will reimburse us upon demand.*

## **Single and Recurring Payments**

*The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your "Payees".*

## **Cancelling a Payment**

*A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date.*

## **Payment Limits**

*There is no limit to the number of payments you may establish through the Service. However, we reserve the right to, at any time, limit the dollar amount or frequency of your payments. You may only establish payments to payees located within the United States. We reserve the right to refuse payment to any payee.*

-

## **Liability**

- *You are solely responsible for controlling the safekeeping of and access to your Personal Identification Number (PIN).*
- *If you want to terminate another person's authority to use the Bill Payer service, you must notify the Financial Institution and arrange to change your PIN.*
- *You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.*
- *The Financial Institution is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.*
- *The Financial Institution is not liable for any failure to make a bill payment if you fail to promptly notify the Financial Institution after you learn that you have not received credit from a "Payee" for a bill payment.*
- *The Financial Institution 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 Financial Institution's agent.*

## **Fees and Charges**

- *Gift Check Fee = \$2.99*
- *Charitable Donation Fee = \$1.99*
- *Rush Overnight Check Delivery Fee = \$19.95*
- *Second Day Check Delivery Fee = \$14.95*

*Other potential fees as defined in the Fee Schedule*

## **Amendment**

*The Financial Institution 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 Financial Institution's records, or by presenting new agreement within Bill Payer.*

## **Termination**

- *The Financial Institution has the right to terminate this agreement at any time.*
- *You may terminate this agreement by written notice to the Financial Institution.*
- *The Financial Institution is not responsible for any fixed payment made before the Financial Institution has a reasonable opportunity to act on your termination notice.*

- You remain obligated for any payments made by the Financial Institution on your behalf.