

## **BILL PAYMENT SERVICE AGREEMENT TERMS AND CONDITIONS**

This Bill Payment Service Agreement Terms and Conditions (“Agreement”) describes, defines and establishes the terms and conditions under which Hudson Valley Credit Union’s Bill Payment Service is offered to you. The Bill Payment Service may be referred to as “Bill Payment Service”, “Payment Service,” “Service” or “Services”. This Agreement is between Hudson Valley Credit Union (hereinafter referred to as “we,” “us,” “our,” “Hudson Valley Credit Union,” or “Credit Union”) and any individual person, authorized signer or business entity (hereinafter referred to as “you,” “your” and “yours”) that we permit to use the Service subject to the terms and conditions of this Agreement. You understand that by using this Service, you agree to the terms and conditions of this Agreement and authorize Hudson Valley Credit Union to make payments from your designated checking account to the payees you designate. Any account accessed through the Service is also subject to the terms and conditions applicable to such account (“Account Disclosures”). You should review the Account Disclosures carefully, as they may include transaction limitations and fees that might apply to your use of the Service. You may find Account Disclosures at <https://www.hvfcu.org/Personal/Resources/Account-Disclosures>.

We reserve the right to refuse enrollment, limit or suspend use of the Service to any member who does not meet the Service criteria which has been established by the Credit Union. Included in this criteria is a requirement that subscribers to this Service must live within the United States. The Credit Union may revoke, deny the ability to access to the Service, limit access, or limit transactions to the Service without advance notice to you.

This Agreement is subject to change from time to time. You will be given notice of a change as required by law. Further, HVCU reserves the right, in its sole discretion, to change, modify, add, or remove portions from the services. Your continued use of the services constitutes your acceptance of this Agreement and of any such changes to the services

The software we make available to you in connection with this Service contains software provided by one or more third parties (“Third Party Software”) with whom we are under contract (each a “Third Party”).

- You agree that you will not nor will you permit any parent, subsidiary, affiliate, agent or other third party to: (1) sell, provide, distribute, lease, rent, lend, relicense, sublicense, or display Third Party Software or related documentation except as necessary to utilize the Software for Bill Payment Service; (2) decompile, disassemble, reverse engineer or attempt to reconstruct the Third Party Software, identify or discover any source code, trade secret, know-how, or ideas underlying user interface techniques or algorithms of Third Party Software by any means whatsoever, or disclose any of the foregoing; (3) create any derivative works or any other software program based upon Third Party Software or related documentation or modify Third Party Software in any way; or (4) use Third Party Software or documentation to develop or enhance any product that competes with Third Party Software.
- Hudson Valley Credit Union or the Third Parties, as the case may be, retain all rights, title and interests, including intellectual property rights, in and to the Third Party Software and services, any improvements, translations, modifications or derivatives thereof, and any related documentation provided or made available to you, including all intellectual property rights therein. You acknowledge that the Third Party Software and related documentation contain copyrighted material, trade secrets, and other material that is proprietary to one or more Third Parties. Except as expressly stated herein, this Agreement does not grant you any intellectual property rights in the

Third Party Software, services, or any related documentation or materials and all rights not expressly granted herein are reserved by Hudson Valley Credit Union and the Third Parties. You agree to assign, and hereby assigns, to the Third Party all rights, title and interest, including all intellectual property rights, in any ideas, modifications, enhancements, improvements, inventions, works of authorship or any other suggestions that you or any of your employees or agents propose, create, author or develop relating to that Third Party's Software or services, and will take all necessary action, including execution of relevant documents, to perfect such party's ownership thereof.

Unauthorized use of these systems is strictly prohibited and is subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18, U.S. Code Sec. 1001 and 1030. Hudson Valley Credit Union or its Service Provider may monitor and audit usage of this system. You are hereby notified that the use of this system constitutes consent to such monitoring and auditing.

## **1. Service Description**

You may pay bills via the Service by electronic means or paper check based on availability to eligible payees located in the United States within established Service limits. You must have a checking account in order to use the Service. This Service may be accessed either online or via your mobile device.

## **2. Definitions**

**Business Day** means Monday through Friday, excluding holidays observed by the Credit Union.

**Cut-off Time** means to 4:00 p.m. Eastern Time (ET) on any Business Day.

**Deliver By Date** means the date in which your bill payment transaction will be delivered to your chosen Payee and your account will be debited.

**Due Date** is the date reflected on your statement on which the payment is due. It is not the late date or grace period.

**Payee** means the vendor/biller, person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills.

**Payment Account** means your checking account. Should the account not have sufficient funds or be overdrawn when a bill payment is scheduled, any applicable share account or available balance on line of credit accounts at HVCU may be used. Multiple checking accounts may be established as Payment Accounts.

**Payment Instructions** means the information provided by you for a bill payment to be made to your Payee (e.g., payee name, account number, payment amount, and/or payment date).

**Processed/In Progress** means a payment where processing has begun (payment can no longer be modified) but all processing has not yet completed.

**Service** is the bill payment service offered by Hudson Valley Credit Union through its third party vendor(s).

**Scheduled** means a payment that is scheduled to be made and can still be modified or canceled.

**Scheduled Delivery Date** is the day you want your payee to receive your bill payment, unless the Scheduled Delivery Date falls on a non-business day in which case the previous business day will be considered to be the Scheduled Delivery Date.

### **3. Your Authorization**

By providing the Bill Payment Service with the payee names and account information, you authorize the Bill Payment Service to follow the Payment Instructions that it receives from you. When a Payment Instruction is received by the Bill Payment Service, you authorize it to debit your designated Payment Account(s) and remit funds on your behalf so that the funds arrive as close to the Business Day designated by you as reasonably possible.

You are solely responsible for controlling the safekeeping of your access codes to prevent unauthorized use. If you wish to terminate another person's authority to use the Bill Payment Service, you must notify the Credit Union and arrange to change the access code(s). You will be responsible for any Payment request you make that contains an error or is a duplicate of another payment. The Credit Union is not responsible for a Payment that is not made if you did not follow the appropriate instructions for scheduling payments. The Credit Union shall not be liable for any failure to make a bill payment if you have failed to promptly notify us upon learning that you have not received credit from a Payee for a bill payment.

The Credit Union will not be 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.

### **4. Payment Processing**

Payment will be made to your Payee either electronically via the Automated Clearing House (ACH) or by paper check. The method of payment depends upon the processing method that can be accommodated by the Payee (e.g., some Payees are unable to accept electronic payments). You will be notified to allow three (3) to five (5) Business Days for payment processing at the time payments are established. When scheduling your payments, you must select a Deliver by Date that is on a Business Day. If the payment is due on a non-Business Day, you must schedule the payment to be made at least one (1) Business Day prior to the due date. Payments made through the Bill Payment Service will appear on periodic statements.

### **5. E-Bills (Electronic Bills)**

By enrolling in e-bills, you are authorizing the Payee/biller that offers this option to transmit your bill and are authorizing us to display your bill within the Service. You also authorize the Service to follow the instructions that it receives through the payment system. Please note that your enrollment in e-bills will generally result in the termination of any existing bill in paper form that you are receiving currently.

The e-bill setup process may take a full billing cycle to process. There are two types of e-bills, direct and indirect, which may have different setup requirements based upon what the individual Payee. Direct e-bills do not require any payee website login information. For indirect e-bills, the Bill Payment Service collects login credentials to the Payee site during the e-bill setup process. We are not responsible for e-bills that do not arrive, you cancel, or late payments as a result of late/missing electronic or paper bills.

You authorize us to provide your e-mail address and other required information to each Payee-/biller you specify in order to set up and maintain the e-bill feature for you. You agree to abide by all terms and conditions and other requirements by the Payee-biller, including as all may be updated from time to time.

### **6. Stopping or Modifying Online Bill Payment Payments**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application/website. There is no charge for cancelling or editing a Scheduled Payment. Payments designated as "Processed" or "In Progress" cannot be stopped, canceled, or changed.

Stop payments are only applicable to payments made by paper check that have not yet cleared. In order to request a paper check stop payment, you must contact Hudson Valley Credit Union. You are responsible for completing any/all modifications regarding Payment Instructions. If we do not properly complete a stop payment on a bill payment made by paper check on time according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable if the information provided to us to process the stop payment order is incorrect, incomplete or not provided within a reasonable period of time, or the fault lies with the member. There may be other exceptions deemed applicable by us. The charge for each stop payment is set forth in our Fee Schedule.

## **7. Documentation of Payments**

After every payment is made, a confirmation with reference information will be viewable through the Service. In addition, information about your payments will be reflected on your periodic statements.

## **8. Payments and Payees**

You are responsible for all bill payments authorized through use of your login credentials. If you do permit other persons to use the Bill Payment Service by providing your login credentials in violation of this Agreement, you are responsible for any/all transactions they authorize. It is your sole responsibility to maintain security within your organization, website, and of your access code(s). WE WILL NOT HAVE ANY LIABILITY FOR DAMAGES TO YOU FOR ANY UNAUTHORIZED TRANSACTION MADE USING YOUR LOGIN CREDENTIALS.

All payments you make through the Bill Payment Service will be deducted from your designated Payment Account. Any payment you wish to make must be payable in U.S. Dollars. Each Payee must appear on the Payee list you create with us and the account you are paying must be in your name.

You authorize us to choose the most effective method to process your payments. You must allow sufficient time for the Payee to receive and process the payment before the payment due date (the due date shown on your invoice or provided in your agreement with Payee, not taking into account any grace period provided by the Payee). You will assume full responsibility for all late fees, finance charges, or other actions taken or imposed by Payee. **IMPORTANT:** Payments may take up to ten (10) Business Days to reach the Payee, as they could be sent either electronically or by paper check. We are not liable for any service or late charges levied against you for late payments.

An email notice will be sent to you of transactions we are unable to process because of insufficient or unavailable funds or any other return reason. In all cases, you are responsible for either making alternate arrangements for the payment or rescheduling the payment. Returned payments will be canceled and may prevent you from making additional payments until resolved.

## **9. Returned Service Transactions and/or Overdrafts of Your Payment Account**

By using the Bill Payment Service, you are requesting payments to be made for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (e.g., insufficient funds), the payment may not be made.

In some instances you will receive a return notice from us. In these cases, you agree that account fees will be charged to your account in accordance with our established and published in our Fee Schedule, as amended from time to time. By enrolling for and using the Payment Service you agree that we have the right to collect funds from all of your accounts, the available balance on your line-of-credit accounts or any of the overdraft services associated with your account, to recover funds for all payments that have been requested to be paid by you. This includes accounts on which you are the primary owner, as well as

accounts on which you are the joint owner. Collection of funds may result in a negative balance to your Payment Account and may prevent future scheduled payments from being processed. In the event your account balance is a negative \$500 or more, you will not be able to access the Bill Payment Service until you contact us and restore your account to a positive balance.

#### **10. Disclosure of Account Information to Third Parties**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the payments you make ONLY in the following situations:

- If we return transfers or payments made from your Payment Account which are drawn on insufficient funds or if we are unable to complete an electronic payment because of insufficient funds; or
- Where it is necessary for completing payments; or
- In order to verify the existence and condition of your Payment Account to a third party, such as a credit bureau or merchant; or
- To a consumer reporting agency for quality assurance survey/research purposes only; or
- In order to comply with a governmental agency or court order; or
- If you give us your written permission; or
- Pursuant to our Privacy Policy

We may also disclose your information in the situations as noted in this Agreement.

#### **11. Service Limitations**

Daily Bill Pay limits are set to a maximum of \$10,000 per bill, not to exceed a daily limit of \$30,000.

Payments to Payees shall be limited to the United States, including U.S. territories, APO's and AEO's. We shall not be responsible for payments that cannot be made due to incorrect, incomplete, or outdated information.

We reserve the right to refuse to pay any Payee to which you may direct a payment. We will notify you promptly if we decide to refuse to pay a person or entity designated by you. This notification is not required if you attempt to pay tax or court-related payments or payments outside the United States and its possessions/territories, or any other payments which are prohibited under this Agreement.

The following payment types are prohibited through the Bill Payment Service:

- Court ordered payments;
- Payments to Payees outside the United States or its possessions/territories;
- Other categories of prohibited Payees that we may establish from time to time;
- Payments to Payees in excess of \$10,000.00

#### **12. Suspension and Termination of Service**

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us at 1.800.468.3011 during member service hours; and/or

2. Write us at:

Hudson Valley Credit Union  
P.O. Box 1071  
Poughkeepsie, NY 12602-1071

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

### **13. Fees**

Standard account fees (where applicable) will continue to apply. You are responsible for any and all telephone access fees or Internet service fees that may be assessed by your telephone and/or Internet service provider.

### **14. Accountholder's Indemnification Obligation.**

You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, suits, proceedings, actions, demands, losses, damages, liabilities, fines, penalties costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree to indemnify, defend and hold harmless each Third Party and its respective affiliates, officers, employees and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to the Credit Union's or your use of the Third Party Software, unless such claim directly results from an action or omission made by such Third Party in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

### **15. DISCLAIMER OF WARRANTIES.**

THE BILL PAYMENT SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE CREDIT UNION DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE HEREUNDER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.—WE DO NOT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE FUNCTIONS OR FEATURES OF THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE SERVICES WILL OPERATE COMPATIBLY WITH PRODUCTS, SERVICES, HARDWARE OR SOFTWARE USED OR OFFERED BY ANY OTHER PARTY. YOU UNDERSTAND AND AGREE THAT THE CREDIT UNION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **16. LIMITATION OF LIABILITY.**

IN NO EVENT WILL HVCU BE LIABLE FOR ANY LOSS OF PROFITS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR OTHER CONSEQUENTIAL DAMAGES (INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, OR LOSS OF BUSINESS) IN CONNECTION WITH ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **17. Financial Information.**

You must inform us immediately of any material change in your financial circumstances. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

## **18. Governing Law.**

You understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of New York, notwithstanding any conflict-of laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of New York.

## **19. In Case of Errors or Questions about Your Electronic Transfers.**

The following consumer protections do not apply to business or other entity accounts.

Telephone, write, or email us using the contact information under Contacting HVCU as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and member account number (if any).
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is in error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days 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 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## **20. Privacy Policy**

You may access our Privacy Policy at <https://www.hvcu.org/Terms-Privacy/Privacy-Policy> relating to the collection and use of your information. You may access Our Electronic Fund Transfer (EFT) disclosure at <https://www.hvcu.org/Personal/Resources/Account-Disclosures>.