

Bill Pay Terms and Conditions

Effective 2/15/2021

This agreement governs your access to the online Bill Pay services being offered by CapEd Credit Union ("we," "us," "our," "credit union," or "CapEd") now and in the future. By using the online Bill Pay service, you and any person you authorize to use your access to the service, agree to abide by the terms and conditions of this agreement.

Definitions

"Bill Pay" means our online electronic bill payment service that allows you to pay or transfer funds to designated payees based on your instructions to us via the Internet.

"Account(s)" means the checking account(s) you have with us for personal, business, or household use that will be debited for Bill Pay payments made to payees and from which any fees will be automatically withdrawn.

"Business day" means Monday through Friday, except Federal or state holidays.

"Deliver By" or "Due" is the date that each bill is due at the payee's location. Payments processed by check will be mailed 6 business days prior to the due date but may clear your account before the due date. Automatic payments will be processed 1 to 3 days prior to the due date but may come out of your account before the due date.

"Electronic" means electrical, digital, magnetic, wireless, optical, or electromagnetic technology, or any other technology that entails similar capabilities.

"Payee" means any individual or business entity you wish to pay.

"Password" or "PIN" means the confidential identification number or code assigned to you by us or selected by you for identification purposes in connection with eBanking, CapEd's online banking service.

"Pending payment" is a payment that has been scheduled but has not begun processing.

"Scheduled Payment Date" is the date the payment is scheduled to credit the payee.

"Send On" date means the date that each payment will be initiated to the payee. This is also the date on the check.

Setup and Use of Bill Pay

Eligibility. In order to activate Bill Pay, you must be at least 18 years of age, have at least one checking account with us, or be a signer on the account on which you will use Bill Pay. You must also have access to the Internet and a valid email address.

Access. You will sign on to Bill Pay through eBanking, our Internet home banking service. This service is generally accessible 24/7, except for reasonable periods for system maintenance. We are not liable for any failure to provide access to Bill Pay. We may modify, suspend, or terminate access to Bill Pay at any time and for any reason without notice or refund of any fees.

You should keep your password(s) in a secure location. Any person having access to your eBanking user ID and password will be able to access Bill Pay and perform all transactions including reviewing account information and making transfers to other entities. Because of the site security system, should a user attempt to access a secure area more than 5 times using an invalid member number or password, that user will be locked out of the secure areas of the site. To regain access to the secure areas, the user must contact our Member Services Department at 208-884-0150 or 800-223-7283.

Equipment Requirements. A computer with access to the Internet, and a web browser able to support 128-bit encryption is required to use Bill Pay. You are responsible for the correct set-up and maintenance of your computer. We are not responsible for any errors, damages, or other losses you may suffer due to malfunction or misapplication of any system used, including your browser, Internet service provider, software, or any equipment you may use (including telecommunications facilities, computer hardware, and modem) to access or communicate with eBanking.

Limitation of Liability

- Disclaimer of Liability.** You are responsible for the correct set-up and installation of any software required to gain Internet access to and use of Bill Pay. You agree that neither we nor any of our service providers shall be liable for any loss or damages (whether direct, indirect, special, consequential, or otherwise) including economic, property, personal, or other loss or injury, whether caused by us, the hardware or software, or a system-wide failure, arising or resulting from the installation, use, or maintenance of the equipment, software, or other items necessary to access and/or operate Bill Pay.
- Disclaimer of Warranties.**
 - Warranties of Fitness and Merchantability.* NEITHER WE, NOR ANY INFORMATION PROVIDERS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING THE SOFTWARE, EQUIPMENT, BROWSER OR OTHER ONLINE SERVICES INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.
 - Computer-related Warranties.* Neither we, nor any information provider is liable for any computer virus or software-related problems that may be attributable to services provided in connection with Bill Pay.

CapEd Bill Pay

You can pay bills either on an automatic, recurring basis, or periodically as you request. To add a payee, you must enter the name and address of the payee, your account number with that party, and any other information the Bill Pay system requires to properly debit your account with us and credit your account with the payee. You will modify and delete payees in the Bill Pay system. We strongly recommend you not make alimony, child support, tax, or other governmental or court-ordered payment using Bill Pay. You may not make payments from a share savings account. You authorize us to make all changes you submit through Bill Pay or that are submitted by any other person having access to your Bill Pay service ID, password, and account information. Bill Pay allows you to review transaction history, issue payments to accounts with us or with other businesses and communicate directly with us via an online messaging center. **Please note:** While you can make payments to your CapEd loan accounts using Bill Pay, we would encourage you to make payments using the transfer option within eBanking.

- Payments.** When you sign up for Bill Pay, you must designate a checking account with us as your Bill Pay account. You may make payments in any amount between \$1.00 and \$4,000.00. There are no limits on the number of payments you can make each month, except that you are limited to \$5,000.00 in total payments per day. When you schedule a bill payment, you authorize us to withdraw the necessary funds from the Bill Pay account. We may refuse to act on your instruction if sufficient funds, including funds available under any overdraft plan, are not available on the date we attempt to process payment. We reserve the right to enforce minimum and maximum payment amounts different from those listed here.
- How Payments are Made.** We process all payments you make through Bill Pay by either sending an electronic transmission to the payee or by mailing a check to the payee, based on the information you have provided to us regarding the payee. **Please note:** Payees who receive electronic delivery will receive your payment information, including the account number, through a computer link. Electronic payments are generally received and credited by most payees within three business days. All checks drawn on your account are mailed through the U.S. Postal Service. Check payments are generally received and credited by most payees within five to seven business days. You acknowledge that once funds are delivered to the payee, the transaction is non-reversible and nonrefundable to you.
- Processing Payments.** For electronic payments, we will deduct the amount of your payment from your account on or after the scheduled payment date. To ensure that your check payments arrive on time, you must schedule payments to be processed **at least 6 business days before the Deliver By date.** This generally allows sufficient time for

the payee to receive and post the check payment. We will deduct the amount of your payment from your account when the check clears your account. We are not responsible for postal delays, processing delays by the payee, or checks lost in the mail.

Occasionally a payee may choose not to participate in the services or may require additional information before accepting payments electronically. We may always refuse to make payments to certain payees.

4. **Canceling Payments.** To cancel a pending electronic or check payment, you must go to the Pending Payments section and click Cancel. To cancel a check payment that is already in process, you must place a stop payment on the check in accordance with our stop payment rules at least 5 business days before the scheduled payment. A stop payment may not be placed on an electronic payment. (Rules and fees for stop payments can be found in our EFT agreement and disclosure.)
5. **Non-Sufficient Funds.** If funds are not available in your account at the time a scheduled electronic payment attempts to pay through your account, your Bill Payment service will be blocked, and all unprocessed scheduled payments will be cancelled. We will attempt to debit the payment up to 2 more times. If funds are still not available, the credit union will suspend your membership accounts and services. If funds become available and no additional debit returns have been received after 5 business days, your access to the system, membership accounts, and to CapEd services will be restored. You will need to re-schedule any payments that were cancelled because of the non-sufficient funds condition.

If funds are not available in your account at the time a scheduled check payment attempts to pay through your account, the check will be returned and a returned check fee will be charged to your account, unless we have received a stop payment order or you have funds available for transfer from a line of credit account or other overdraft plan.

Fees

There is no charge for the Bill Pay service. Any fees associated with your share or loan accounts will continue to apply. Charges for other transactions and services are specified in CapEd's Truth in Savings disclosure and on our website. You are responsible for all telephone access fees (including texting charges) or Internet service fees that may be assessed by your telephone utility and/or Internet Service Provider.

To make an expedited electronic payment on Bill Pay, you will be charged a fee of \$10. To make an expedited check payment, you will be charged a fee of \$35.

You agree to promptly pay all fees and charges for services provided under this agreement and authorize us to debit your account. If you close your account, you must notify us and promptly identify a new account to be charged. If any fees or charges cannot be paid, we may cancel your access to Bill Pay. After cancellation, your access to Bill Pay may be reinstated by contacting our Member Services Department at 208-884-0150 or 800-223-7283 once sufficient funds are available in your account to cover all accrued charges, fees and any other pending transfers or debits.

Bill Pay Scheduling

Electronic transactions may begin processing up to 3 business days prior to your scheduled payment date. Therefore, the application may not permit you to select a Deliver By date less than 3 days from the current date. Check transactions may begin processing up to 6 business days prior to your scheduled payment date and the application may not permit you to select a scheduled payment date less than 6 days from the current date. When scheduling payments, you must select a Deliver By date that is no later than the actual due date reflected on your payee statement unless the due date falls on a non-business day. If the actual due date falls on a non-business day, you must select a scheduled payment date that is at least 1 business day before the actual due date. Scheduled payment dates should be prior to any late date or grace period.

Prohibited Payments

Payments to payees outside of the United States or its territories are prohibited. To be enrolled in Bill Pay, you must have a U.S. mailing address, a PFO or APO address, or an address in one of the following U.S. territories and/or possessions: American Samoa, Guam, Marshall Islands, Micronesia, N. Mariana Island, Palau, Puerto Rico or the Virgin Islands.

Your Rights and Responsibilities

1. **Authorized Use of Services by Other Persons.** You are responsible for keeping your password and account data confidential. We are entitled to act on transaction instructions received using your password, and you agree that use of the password will have the same effect as your signature authorizing the transaction. If you authorize other persons to use your password in any manner, said authorizations will be considered unlimited in amount and manner and you are responsible for any transactions until you have notified us in writing that you have revoked the authorization and changed the password.
2. **Report Unauthorized Transactions.** You must notify us immediately if you believe that your eBanking password has been lost or stolen or that someone has transferred or may transfer money from your account without permission or if you suspect fraudulent activity on your account.
3. **Address or Other Changes.** It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to name, address, phone numbers, and email addresses. It is also your responsibility make changes to your payee accounts, including but not limited to account numbers and payee address. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate payee account or contact information.
4. **Your Liability for Unauthorized Transactions.** Federal law requires that if you believe your eBanking password has been lost or stolen, and you notify us within 2 business days after learning of the loss or theft, you can be liable for no more than \$50 if someone used the password without your permission.

Please notify us at once if there is reason to believe the password has been lost or stolen. Telephoning is the best way of limiting your possible losses. If you do not notify us promptly, it is possible that you could lose all the money in your accounts plus the maximum overdraft line of credit. If you do not tell us within 2 business days after learning of the possible loss or theft of the password, and we can prove that we could have stopped someone from using the password without your permission if we had been notified, you could lose as much as \$500.

If your statement shows transactions that you did not make or authorize, you must inform us at once. If you do not tell us within 60 days after the FIRST paper or online statement showing such a transaction was sent to you, and we can prove that we could have prevented someone from taking the money if you had told us in time, you may not recover any money lost after the 60 days. Your role is extremely important in the prevention of any wrongful use of Bill Pay and your accounts. You must promptly examine account statements upon receipt, and if your records and ours disagree, you must contact our Member Services Department at 208-884-0150 or 800-223-7283. If a good reason (such as a long trip or a hospital stay) kept you from notifying us, we may extend the time periods.

5. **Resolving Errors or Problems.** If you believe that a statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt, contact us as soon as possible via one of the following: **Telephone us at 208-884-0150 or 800-223-7283; write us at CapEd Credit Union, P.O. Box 570, Meridian, ID 83680-0570; or contact us by email at billpay@capedcu.com.** We must hear from you no later than 60 days after the FIRST statement on which the problem or error appeared is sent to you. When contacting us, our representative will need to know the following information:
 - a. Your name and account number;
 - b. A description of the error or transfer about which you are unsure, and an explanation of why you believe it is an error or why more information is needed; and
 - c. The dollar amount of the suspected error.

If you notify us orally, we may require that you send us a complaint or question in writing within 10 business days after we receive your oral notification. We will inform you of the results of our investigation 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 business days to investigate the complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days (20 business days for accounts opened 30 days or less), with the amount you believe 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 the complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may request copies of the documents that we used in our investigation.

Our Rights and Responsibilities

If you provide us with timely, complete, correct and accurate information and we do not then accurately complete a transfer to or from your account or if we fail to cancel a transaction as properly requested or in the correct amount according to our agreement with you, we are liable for your losses or damages as provided in this agreement. There are some exceptions to our liability for processing transaction on your accounts. For example, we will not be liable:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer;
2. If the transfer would go over the credit limit on your overdraft line, if any;
3. If a legal order directs us to prohibit withdrawals or transfers from the account;
4. If the application is not working properly and you know or have been advised about the malfunction before you execute the transaction;
5. If circumstances beyond our control such as interruption of telephone service or telecommunication facilities, natural disaster such as fire or flood, or handling of payments by a third party prevent the transfer, despite reasonable precautions taken by us;
6. If you have not provided us with complete and correct payment information, including without limitation, the name, address, account number and payment amount for the payee;
7. If you have not properly followed instructions for using Bill Pay;
8. If your operating system or software was not properly installed or functioning properly;
9. If you, or anyone authorized by you, commits any fraud or violates any law or regulation; or
10. As otherwise stated in your account agreements.

Our sole responsibility for an error in a transfer will be to correct the error, but 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 liability for indirect, special, incidental or consequential damages, our liability is limited to the extent permitted by applicable law.

Forgotten Password

If you forget your eBanking password, you may contact our Member Services department to reset it for you.

Consumer Privacy and Confidentiality

The importance of maintaining the confidentiality and privacy of the information provided by our members is one of our highest priorities. You should carefully review our Privacy Statement, which is a part hereof by this reference.

Sharing Your Personal Information with Others

Personal information includes all personally identifying information that you provide to us in connection with the accounts and use of Bill Pay. However, we may disclose personal information about you to third parties:

1. If we have entered into an agreement with another party to provide Bill Pay service. In this case, we will provide that party with information about your account, transfers, and your communications with us to carry out your instructions;
2. If it is necessary for completing transactions or otherwise carrying out your instructions;
3. If it is necessary to verify the existence and conditions of an account for a third party, such as a credit bureau, a payee, or any holder of a check issued by you through Bill Pay;
4. To comply with applicable laws, government agency rules, regulations or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information;
5. Where it is necessary for activating additional services;
6. If you give us specific written permission; and
7. In accordance with CapEd's Privacy Policy.

Use of Cookies. Cookies are files stored on a user's own computer system to record information about websites visited frequently. Because of security issues, we will not allow you to store your identifying name, eBanking user ID, or password as a cookie on the computer system. However, preferences, site mapping or other statistical information may be stored as a cookie on your hard drive.

Changes in Terms and other Amendments

We reserve the right to change the charges, fees or other terms described in this agreement. When changes are made to any fees, charges or other material terms, we will update this agreement and send a notice to you at the address shown in our records, or we will send you an email and post it on our website. The notice will be posted or sent to you at least 30 days before the effective date of any additional fees for online transactions or of any stricter limits on the type, amount, or frequency of transaction, or of any increase in your responsibility, unless an immediate change is necessary to maintain the security of the system or unless such change or amendments are otherwise required by law or applicable regulation. As always, you may choose to accept or decline changes by continuing to use the accounts or cancelling the Bill Pay service to which these changes relate or by terminating this agreement. Your continued use of the Bill Pay service constitutes an agreement to the amendment(s). The terms of your other account agreements shall continue to apply.

Dispute Resolution

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE ACCOUNTS COVERED BY THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO A CLAIM BASED ON OR ARISING FROM AN ALLEGED TORT, SHALL AT YOUR OR OUR REQUEST, BE DETERMINED BY ARBITRATION UNDER THE AUSPICES AND RULES OF THE AMERICAN ARBITRATION ASSOCIATION AND IN COMPLIANCE WITH THE FEDERAL ARBITRATION ACT AND ANY APPLICABLE STATE ARBITRATION ACT.

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. All statutes of limitation, which would otherwise be applicable, shall apply to any arbitration proceeding.

This agreement contains an arbitration provision, which may substantially limit your legal rights.

Other Provisions

Electronic Notice. CapEd will provide the Bill Pay Terms and Conditions Agreement electronically and is available for viewing and printing from our website. We will also provide notices of changes to this agreement and other related disclosures electronically. We may send other notices to you by electronic messaging. Electronic messaging is a secure messaging system you can access by logging in to eBanking. You may use electronic messaging to contact us about inquiries, maintenance and/or some problem resolution issues. Even though it is a secure messaging system, we do not recommend that you send confidential personal or financial information. There may be times when you need to speak with someone immediately (especially to report a lost or stolen password, or to stop a payment). In these cases, do not use electronic messaging. Instead, call our Member Services Department at 208-884-0150 or 800-223-7283.

Ownership of Web Site. The content, information, and offers on our website are copyrighted by CapEd and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. Trademarks, logos, and service marks displayed on the site to identify the source of services and products are our property or the property of respective third-party owners. All information and content including any software programs available on or used to operate the site ("Content") is proprietary to their respective owners. Users are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works, or using any of the marks or content available on or through the site for commercial or public purposes.

We prohibit caching, unauthorized links to the site and framing of any content available through the site. We reserve the right to disable any unauthorized links or frames and specifically disclaim any responsibility for the content available on any other Internet sites linked to the site. Access to any other Internet sites linked to the site is at the user's own risk. You should be aware that linked sites may contain rules and regulations, privacy provisions, confidentiality provisions, transmission of personal data provisions, and other provisions that differ from the provisions provided on the site. We are not responsible for such provisions and expressly disclaim any and all liability related to such provisions.

Governing Law. This agreement shall be governed by and construed in accordance with the laws of Idaho, without regard to Idaho conflict of law provisions. Your existing account relationships shall continue to be governed by and construed in accordance with the laws as disclosed in such account agreements.

Termination. We may terminate this agreement and any service provided pursuant hereto, in whole or in part, at any time.

Scope of Agreement. This agreement represents our complete agreement with you relating to our provision of Bill Pay. No other statement, oral or written, including language contained in our website, unless otherwise noted, is part of this agreement.

Waiver of Jury Trial. IN ANY LITIGATION IN WHICH THE PARTIES ARE ADVERSE, THE PARTIES AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY.