

# ICU ONLINE BILL PAYMENT AGREEMENT

Besides obtaining account and loan information, you can use the Bill Payment Option in ICU Online to pay your bills. All you need to do is enter whom you are paying, the amount to be paid and if the payment is recurring or a one-time payment.

If you do not use the service for two consecutive billing cycles, we reserve the right to terminate your service.

## **Service Provider**

You authorize the Credit Union to utilize Metavante Corporation (or another processor of our choice) to provide this service to you on the Credit Union's behalf.

## **Definitions**

**Processing Date:** The date the Credit Union withdraws the funds from your account to begin the bill payment process.

**Due Date:** The date your vendor or payee has designated that the funds are due.

## **Fees**

The fees and charges associated with ICU's Bill Payment Service are disclosed in the following Schedule of Fees and Charges:

### **Schedule of Fees and Charges**

#### **Monthly Fee**

There is no monthly fee when a member is an active ICU E-Statements user. If a member chooses not to activate ICU E-Statements or discontinues ICU E-Statements the member will be charged \$5.95 per month for ICU Bill Pay.

#### **Stop Payment Fee**

The fee for a stop payment is \$15.00. Stop payments can only be placed on checks, not ACH transactions.

#### **Cancelled Check Copy Fee**

The fee to obtain a copy of a cancelled check is \$2.50 per copy.

In the event that funds are not available in your checking account on the date a fee is charged, we reserve the right to collect the fee from any non-IRA account on which you are listed as the Owner or Joint Owner. If we are unable to collect the monthly subscription fee within thirty (30) days, we may terminate your subscription to service without notice.

### **Scheduling Automatic Payments**

Subject to the terms and conditions of this Agreement, you authorize us, and any third party acting on our behalf, to choose the most effective method to process your payment, including without limitation, electronic (ACH), paper or some other draft means. When possible, payments will be made electronically. However, some payments will be made by check.

You will allow at least two (2) business days between the processing date and due date (not the late payment date) for electronic payments and at least five (5) business days for check payments. The Credit Union is not liable for any service or late charges levied against you.

### **Payment Confirmation**

For each properly instructed payment to an eligible vendor, you will receive a transaction confirmation number. Unless you receive a confirmation number, we shall not be liable for any failure to make a payment, including any finance charge or late fees incurred as a result.

Subject to the limitations discussed in this Agreement, if you follow the procedures described in this agreement for payments, and you are assessed a penalty or late charge, we will reimburse you for that late charge up to a maximum amount of \$15.00. If you do not adhere to the obligations described in this Agreement, or if you schedule a payment less than five business days before a vendor's due date, you will assume full responsibility for all penalties and late fees.

### **Restrictions**

Any payee you wish to pay through must be payable in U. S. dollars.

Each payee must appear on the payee list you create with the Credit Union and the account you are paying must be in your name.

You may not use ICU's Bill Payment Service to make payments to a federal, state or local government or tax unit, or to other categories of payees we may establish from time to time.

The Credit Union reserves the right to refuse to make any payments, but will notify you of any such refusal within three (3) business days following receipt of your payment process date.

### **Canceling Payments**

You may cancel or modify a payment and/or transfer up to 7:00 p.m. PST on the business day prior to the processing date you schedule for the payment and/or transfer to be deducted from your checking account.

### **Failed Payments**

If sufficient funds are not available in your checking account on the date you have scheduled a payment to be deducted, no payment will be sent. Instead, that transaction will result in a "Failed Payment." You will be required to make arrangements to pay the vendor by other means if a payment fails. In the event of repetitive failed payments, we reserve the right to terminate your subscription to the bill payment service without prior notice to you.

The Credit Union is not responsible to notify you if sufficient funds are not available in your account.

The Credit Union is not liable for any damages you incur:

- if the estimated time to allow for delivery to the payee is inaccurate
- if you provide incomplete or incorrect payee information
- due to delays in mailing delivery
- due to changes of merchant address or account number
- due to the failure of any merchant to account correctly for the payment in a timely manner
- for any other circumstance beyond the control of the Credit Union.

Right to Impress a Lien

The Credit Union shall have a lien or the right to impress a lien on your shares and deposits for sums due the Credit Union. Such a right will not apply to shares or deposits held pursuant to Individual Retirement Accounts, self-employed plans under the Internal Revenue Code, or any other deposits for which lien rights would disqualify said deposits from special benefits or preferences provided under the Internal Revenue Code.

### **Stop Payments**

Stop Payments may only be requested on or after the date funds are withdrawn from your checking account.

### **General Disclaimer**

Industrial Credit Union (ICU) hereby disclaims any warranties, endorsement or representations, express or implied, related to any product, service, advertisement or other information contained herein. This includes any content contained, distributed, linked or downloaded from the site. Any products or services from this site are to be used at your own risk, with no obligations or liabilities by ICU. It will be within the sole discretion of ICU to correct any errors or to omit any portion of the services, products or materials contained herein. This Agreement, any separate instructions, and the applicable fees and charges may be amended by the Credit Union in the future. In the event of amendment, the Credit Union shall send notice to you either by mail to your last known address or transmit such notice of the amendment over the ICU Online Service. Your use of the ICU Online Service following the receipt of such notice constitutes acceptance of such amendment. You agree to be bound by and comply with applicable state and federal laws and regulations. These terms and conditions shall be governed by and construed with the laws of the State of Washington.

### **Transaction Modes and Process Dates**

Payments from your ICU checking account(s) may be established either "periodically" or as "automatic monthly" payments. All payments are made periodically unless designated as automatic monthly payments.

#### **Periodic Payments**

A periodic payment is established by entering the amount due and due date, specifically for a Payee's individual bill. The processing date for this payment is determined by the system based upon the due date entered. You understand sufficient funds must be available by 7:00 p.m. PST on the day prior to the processing date or your payment(s) will not be made.

#### **Automatic Monthly Payments**

If you designate a payment as an automatic monthly transaction, you request that the transaction be made in the same amount to the same merchant or account on the same day every month in the future. These payments will continue until you delete the payee by following the edit/delete commands online. The processing date for this payment is determined by the system based upon the due date entered. You understand sufficient funds must be available by 7:00 p.m. PST on the day prior to the processing date or your payment(s) will not be made.

## **Deleting or Editing Authorized Payments**

Bills are either pending or processed. When a bill has been processed, the amount for that bill has been withdrawn from your account. Bills that are pending are those that have not been processed. You may modify or cancel a pending payment, as no funds have been debited from your account. You may not modify or cancel a payment that is processed. For questions regarding payments that are processed, contact Metavante Corporation at 1-800-823-7555 between 7:00 a.m. and 9:00 p.m. Monday through Friday, and 8:00 a.m. and 5:00 p.m. on Saturday.

## **Cancellation of Service**

The Bill Payment Service may be cancelled at any time by written request to the Credit Union. The request must include your name, address, social security number, account number, signature and date. The Credit Union cannot cancel the service until all pending payments have cleared. If you have pending payments and do not want to wait for them to clear, you may individually delete these pending payments by following the edit/delete commands online.

## **Other Terms and Conditions**

If you cancel your bill payment subscription, you agree to notify us at that time. You will be responsible for all payment instructions made prior to termination and for all other applicable charges and fees. You will cancel all outstanding payment orders before notifying us to terminate this service. We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize.

We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cut-off time on the date you schedule for payment. We will process your bill payment transfer within the designated number of days before the payment is due. You must allow sufficient time for vendors to process your payment after they receive the payment. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

An unlimited number of bill payments are allowed per day. Funds may be temporarily unavailable due to Credit Union record updating or technical difficulties. You authorize ICU to charge your designated account(s) for any transactions accomplished through the use of its Bill Payment Service, including any recurring payment that you make, and you further authorize the Credit Union to charge for this bill payment service.

You regard requests for new account services, instructions to change existing account information or services, and other communication received via ICU Online as legal endorsements. As such, all correspondence initiated via ICU Online shall command the legal authority of a written request authorized by your signature.

## **I Choose to Pay Bills Through Metavante Corporation**

In the event the funds are not available in my account when my payment is due, or when making a bill payment, I may be charged a NSF fee. I understand all fees are subject to change following notice to me. I agree to comply with the terms and conditions. I accept liability for all transactions made by me, joint owners or anyone else to whom I might give the security code. I understand that withdrawals and transfers may affect the dividend and interest earned on my account. When using, I authorize ICU to post payment transactions generated to the account(s) indicated. I am in full control of my account and if at any time I decide to discontinue this service, I must provide the Credit Union with written notice. My use signifies that I have accepted all of the terms and conditions of this service. I understand that payments may take up to five (5) days by check or two (2) days by ACH to reach the vendor. ICU is not liable for failure of payments to reach their destination or any service fees or late charges levied against me.

If you do not wish to use this bill payment option, click on the "Account Access" button and return to the prior screen.

CLICK THE BUTTON BELOW TO AUTHORIZE THE USE OF ICU BillPayer