

## **Parsons FCU Member Bill Pay Terms and Conditions**

REMINDER: Read and retain a copy of Parsons FCU's Electronic Services Disclosure and Agreement.

This is your bill paying agreement with Parsons Federal Credit Union "Credit Union." You may use Parsons Federal Credit Union's online bill paying service, **Member Bill Pay**, to direct the Credit Union to make payments from your designated checking account to the "Payees" you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account.

"You" or "Your" means each person who is authorized to use the service. "Payee" means anyone, including the Financial Institution you designate and the Financial Institution that accepts as a "Payee". There is no fee for Member Bill Pay, however there are additional charges for customer requested services and other items. There will be no charge for any item if needed to correct a Credit Union error.

Current **fees** for effecting bill payment via Member Bill Pay are as follows:

\$15.00 – NSF (Non-Sufficient Funds)

\$2.99 – Gift pay

Fees are subject to change. The Credit Union reserves the right to charge you for research time involving payments no longer available in your screen history.

### **Accessing the Service**

Member Bill Pay is accessed through Parsons Federal Credit Union Online Banking.

### **How to Set Up Payees/Payments**

If you want to add a new "PAYEE", select the "Payee" tab located in your Bill Pay application or speak to a service representative. You may add a new fixed payment to a "Payee" by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the service.

### **Bill Paying Process**

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

**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 process 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 Credit Union is currently 11:00 am Pacific Standard Time and 2:00pm Eastern Standard Time.

Single payments 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 process date, the payment will be processed on the first business day following the designated process 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 process date is calculated for the next occurrence of the payment. If the calculated process 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 process date for the new occurrence of the payment is adjusted to the first business date prior to the calculated process date.

If the recurring payment's "Pay After" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date after the calculated process date.

**Note:** If your frequency settings for the recurring payment specify the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date.

**Cancelling a Payment** – A bill payment can be changed or cancelled, anytime prior to the cutoff time on the scheduled process date.

**Available Funds** – You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to the Credit Union. The Credit Union reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with the above requirement or any other term of this agreement. If you do not have sufficient funds in the account and the Credit Union has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You further agree the Credit Union, at its option, may charge any of your accounts with the Credit Union to cover such payment obligations.

### **Limitations**

a) Member Bill Pay may be only used to effect payments within-in the United States including U.S. territories and APO's/AEO's.

b) Minimum payment amount : \$.01; Maximum payment amount - \$20,000.00

c) Parsons Federal Credit Union reserves the right to refuse the designation of a "Payee" for any reason.

d) In order to activate the online services, you must have at least one checking account with Parsons Federal Credit Union.

e) Changes/Interruptions in Member Bill Pay: We may on a regular basis perform maintenance on our equipment or system that may result in interrupted service or errors in the Member Bill Pay system. We also may need to change the scope of our Member Bill Pay from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided.

f) Security: In order to maintain secure communications and reduce fraud, you agree to protect the security of your PIN, numbers, codes, marks, signs, public keys or other means of identification ("access codes".) We reserve the right to block access to Member Bill Pay to maintain or restore security to our site and systems, if we reasonably believe your access codes have been or may be obtained or are being used or may be used by an unauthorized person(s). If you want to terminate another person's authority, you must notify the Credit Union and arrange to change your PIN.

g) Responsibility: You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment or if you did not properly follow the instructions for making a bill payment. The Credit Union is not liable for any failure to make a bill payment if you fail to promptly notify the Credit Union after you learn that you have not received credit from a "Payee" for a bill payment. The Credit Union 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 Credit Union's agent. In any event, the Credit Union will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this agreement or the service, even if the Credit Union has knowledge of the possibility of them. The Credit Union is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Credit Union's reasonable control.

h) Harm to Computer Systems/Data: You agree that we have no liability for loss to you associated with viruses, worms, Trojan horses, or other similar harmful components that may enter your computer system by downloading information, software, or other materials from our site. In any event, we will NOT be responsible or liable for indirect, incidental or consequential damages that may result from such harmful components.

i) Performance of Software and Electronic Service: In no event will we, our officers, directors, employees or agents be liable to you for any consequential, incidental or indirect damages arising out of the use, misuse, or inability to use Member Bill Pay, or for any loss of any data, even if we have been informed of the possibility of such damages. WE MAKE NO WARRANTY TO YOU REGARDING YOUR EQUIPMENT OR THE SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

j) Privacy: You agree we may release, or assist in the release of credit and other account information to a third party as may be necessary to process a transaction or resolve disputes.

k) NO WARRANTIES: ALL CONTENT, PRODUCTS AND SERVICES AVAILABLE ON OR THROUGH THE SITE, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED

INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY, COMPLETENESS, ACCURACY OR FREEDOM FROM COMPUTER VIRUS. WE DO NOT ENDORSE NOR ARE WE RESPONSIBLE FOR (A) THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE OR STATEMENT MADE THROUGH THE SITE OR A LINKED SITE BY ANY PARTY OR (B) THE CAPABILITIES OR RELIABILITY OF ANY PRODUCT OR SERVICE OBTAINED FROM A LINKED SITE. OTHER THAN AS REQUIRED UNDER APPLICABLE CONSUMER PROTECTION LAW, UNDER NO CIRCUMSTANCE WILL WE BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A MEMBER'S RELIANCE ON INFORMATION OBTAINED THROUGH THE SITE OR A LINKED SITE, OR MEMBER'S RELIANCE ON ANY PRODUCT OR SERVICE OBTAINED FROM A LINKED SITE, IT IS THE RESPONSIBILITY OF THE MEMBER TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY OPINION, ADVICE OR OTHER CONTENT AVAILABLE THROUGH THE SITE, OR OBTAINED FROM A LINKED SITE. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SPECIFIC OPINION, ADVICE, PRODUCT, SERVICE AND OTHER CONTENT.

l) LIMITATION OF LIABILITY FOR USE OF THE SITE AND LINKED SITES: IN NO EVENT WILL WE, OR ANY OF OUR SUBSIDIARIES OR AFFILIATES AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, COST OF PROCURING SUBSTITUTE SERVICE OR LOST OPPORTUNITY) ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SITE OR A LINKED SITE, OR WITH THE DELAY OR INABILITY TO USE THE SITE OR A LINKED SITE, EVEN IF WE ARE MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION ON LIABILITY INCLUDES, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY VIRUSES WHICH MAY INFECT A MEMBER'S EQUIPMENT, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS (E.G., YOU CANNOT ACCESS YOUR INTERNET SERVICE PROVIDER), UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS OR ANY FORCE MAJEURE. WE CANNOT AND DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE WEBSITE.

m) Ownership of Materials: The content and information on our site is copyrighted by Jack Henry and Associates and/or iPay Technologies, LLC and/or licensed to us and the unauthorized reproduction or distribution of any portion is prohibited. "iPay Technologies" is a trademark of iPay Technologies, LLC. Other trademarks, logos and service marks displayed on the site to identify the source of the services and products are our property or the property of the respective third-party owners. All information and content including any software programs available on or used to operate the site ("Content") is proprietary to the respective owners. Members 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.

n) Severability: If any provision of these Terms & Conditions are void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in another jurisdiction or any other provision in that or any other jurisdiction.

o) Area of Service: Member Bill Pay services are solely offered to members in good standing of Parsons Federal Credit Union.

p) Venue: Any action at law, suit in equity, or other judicial proceeding for the enforcement of these Terms and Conditions or any provision thereof shall be instituted only in the courts of the State of California.

q) Arbitration of Disputes: If either you or we have any un-resolvable dispute or claim concerning the Services, it will be decided by binding arbitration under the expedited procedures of the American Arbitration Association ("AAA"). Arbitration hearings will be held in Pasadena, California. The arbitrator will award the filing and arbitrator fees to the prevailing party. A court may enter a judgment on the award of the arbitrator.

r) No Signature Required: When any payment or other on-line service generates items to be charged to your account, you agree that we may debit your designated account or the account on which the item is drawn without requiring your signature on the item, and without prior notice to you.

s) Amendment of Terms and Conditions: We may amend the Terms and Conditions (including changes in its fees and charges hereunder) by giving notice to you before the effective date of the amendment, unless such change or amendment is otherwise required by law or applicable regulation. Your continued use of the Member Bill Pay is your agreement to the amendment(s).

t) Governing Law: The Terms and Conditions shall be governed by and construed in accordance with the laws of the state of California, without regard to California's conflict of law provisions. Your existing account relationships shall continue to be governed by and construed in accordance with the laws of the state where the Parsons Federal Credit Union branch is located, at which you initially established your account, is located or has been transferred by the Credit Union.

u) Disclosure: You acknowledge receipt of Parsons Federal Credit Union Truth-In-Savings Disclosure and Electronic Services Disclosure and Agreement, with all Change-In-Terms and Amendments through this date.

**Termination:** We may terminate Member Bill Pay service provided hereunder at any time without notice of termination, and we may terminate Member Bill Pay service provided hereunder immediately upon suspicion of fraudulent use of the site or any of the services. If you terminate Member Bill Pay service, you authorize us to continue making fund transfers and bill payments you have previously authorized until we have a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will make no further transfers or payments from your account, including any fund transfers or bill payments you have previously authorized. We reserve the right to terminate or to discontinue support of any software or equipment without written notice. Your Member Bill Pay enrollment will be terminated after 180-days of non-usage and all payee information deleted. You have the right to re-enroll if your enrollment has been terminated for non-usage.