

## **Washington State Employees Credit Union Bill Pay Addendum**

This is an Addendum to the Electronic Funds Transfer Agreement and the Online Banking Agreement and sets forth the additional terms and conditions for use of Bill Pay offered through Washington State Employees Credit Union (WSECU). By using Bill Pay, you agree to the terms and conditions of this Bill Pay Addendum.

### **Bill Payments.**

#### **Definitions.**

- "Biller" is the 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 presentments, as the case may be.
- "Payment Instruction" is the information provided by you to us for a bill payment to be made to the Biller (such as, but not limited to Biller name, Biller account number, and Scheduled Payment Date).
- "Payment Account" is the checking account from which bill payments will be debited.
- "Scheduled Payment Date" is the day you want your Biller to receive your bill payment and also is the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-business day in which case it will be considered to be the previous business day.
- "Due Date" is the date reflected on your Biller statement for which the payment is due. It is not the late date or grace period.
- "Scheduled Payment" is a payment that has been scheduled through the Bill Pay service but has not begun processing.

#### **Online Bill Pay Transactions.**

**Bill Payment Scheduling.** The earliest possible scheduled payment date for each Biller (typically four (4) or fewer days from the current date) will be designated within the application when you are scheduling the payment. The application will not permit you to select a Scheduled Payment Date less than four (4) business days from the current date. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller 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 one (1) business day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

**Payment Authorization and Payment Remittance.** By providing the Credit Union with names and account information of Billers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the payment system. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Biller directives.

When we receive a Payment Instruction, you authorize us to debit your Payment Account on the Scheduled Payment Date you have designated on the payment instruction and remit funds on your behalf. You also authorize us to credit your Payment Account for payments returned to us by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user.

**Payment Methods.** We reserve the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.

#### **Payment Authorization and Instructions.**

**Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once we have begun processing a payment, it cannot be cancelled or edited; therefore, a stop payment request must be submitted. Any payments we have already processed before the requested cancellation date will be completed by us. Any Scheduled Payments, including recurring payments, will not be processed once your service is cancelled. We may terminate or suspend Bill Pay to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

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**Stop Payment Requests.** Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. We also may not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must call our Contact Center. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We also may require you to present your request in writing within fourteen (14) days. The charges for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

If you wish to place an oral stop payment on a recurring bill payment transaction, the Credit Union must receive your oral stop payment request no less than five (5) business days before the Scheduled Payment Date. You may call the Credit Union at 800.562.0999 to request a stop payment. If you call, the Credit Union may require you to confirm your stop payment request in writing within fourteen (14) days after the call.

**Limitations on Payments.**

**Services Guarantee.** Due to circumstances beyond the control of WSECU, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. WSECU will bear responsibility for any late payment and related charges up to \$50.00 should a payment post after its Due Date provided the payment was scheduled for timely payment in accordance with the guidelines described under "Bill Payment Scheduling" in this Addendum.

**Prohibited Payments.** Payments to Billers outside of the United States or its territories are prohibited.

**Exception Payments.** Tax payments and court-ordered payments may be scheduled; however, such payments are discouraged and must be scheduled at your own risk. In no event shall we be liable for any claims or damages resulting from your scheduling of these types of payments. We have no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, miss-posted or misdirected payments will be your sole responsibility unless the Credit Union caused the payment claim.

**Biller Limitation.** We reserve the right to refuse to pay any Biller to whom you may direct a payment. We will notify you promptly if we decide to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Addendum.

**Returned Payments.** You understand that Billers and/or the United States Postal Service may return payments to us for various reasons including, but not limited to, Biller's forwarding address expired, Biller account number is not valid, Biller is unable to locate account, or Biller account is paid in full. We will use our best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account.

**Information Authorization.** Your enrollment may not be fulfilled if we cannot verify your identify or other necessary information. Through your enrollment, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that we reserve the right to obtain financial information regarding your account from a Biller (for example, to resolve payment posting problems or for verification).

**Bill Delivery and Presentment.**

Upon approval, you agree to the following terms and conditions for the presentment of electronic bills.

**Information Provided to Biller.** We are unable to update or change your personal information including, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all user names and passwords for all electronic Biller sites. You also agree

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not to use someone else's information to gain unauthorized access to another person's bill. It is your sole responsibility to contact your Biller directly if you do not receive your statements.

**Activation.** Upon activation of the electronic bill feature, we may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

**Authorization to Obtain Bill Data.** Your activation of the electronic bill feature for a Biller constitutes your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

**Notification.** We will use our best efforts to present all of your electronic bills promptly. In addition to notification, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically sign in and check on the delivery of the new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

**Cancellation of Electronic Bill Notification.** You understand a Biller has the right to cancel the presentment of electronic bills at any time. Also, you may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in progress at the time of cancellation.

**Non-Delivery of Electronic Bill(s).** You are solely responsible should the Biller fail to deliver your statement(s). You are solely responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

**Accuracy and Dispute of Electronic Bill.** We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

**Termination of Service.** Termination of the Bill Pay Service may be requested by you, or by any other owner presenting ownership of the account. This Addendum will continue to be in effect for any transactions that cannot be cancelled at the time of your termination.

WSECU reserves the right to terminate any access to this service immediately should you breach any part of this agreement or of the Consumer or Business Account Agreement or the Consumer or Business Online Banking Agreement. We are also permitted to terminate any or all of the services immediately if we are no longer able to provide such services.

**Amendments.** From time to time, the Credit Union may amend any of the terms and conditions contained in this Bill Pay Addendum. Such amendments shall become effective as stated on any notice sent to you.