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## **BILL PAY SERVICE DISCLOSURE AND AGREEMENT**

The Bill Pay Service Disclosure & Agreement describes your rights and obligations as a member of Central Coast Federal Credit Union (CCFCU) when you take part in our Bill Pay Service, known as Bill Pay-e Plus. By enrolling in our Bill Pay Service, you consent to comply with the terms and conditions of this Agreement, with the terms of the ELECTRONIC FUND TRANSFER DISCLOSURES AND AGREEMENT, with the terms of the ONLINE AND MOBILE BANKING SERVICES APPLICATION AND AGREEMENT, and other agreements with CCFCU that govern your Account(s). You may use Bill Pay-e Plus, to direct CCFCU to make payments from your designated share account to “Payees” you choose.

### **1. Service Definitions.**

- (a) “Access Credentials” means the Access ID, Password, PIN, and security questions used to authenticate identity and access to the Bill Pay Service.
- (b) “Account, Accounts, Funding Account(s), Share Account(s)” is the checking account from which bill payments will be debited and from which fees will automatically be debited in carrying out the Bill Pay Service.
- (c) “Agreement” refers to the terms and conditions of this Bill Pay Service and Disclosure Agreement.
- (d) “Business Day” refers to every Monday through Saturday, excluding any federal or state holidays in which we are not open for business.
- (e) “Daily Cut-Off Time” is the time of day that CCFCU will stop processing bill payments on a given business day; it is currently 11:00 AM Pacific Standard Time.
- (f) “Payee” is the person or entity to whom or to which you would like to make bill payments using this Service.
- (g) “Payment Instruction” is the information that you provide to CCFCU and this Service for a bill payment to a designated Payee; this may include information such as the Payee’s account number, name, amount of payment and the estimated arrival date for payment.
- (h) “Scheduled Payment” is the payment that you schedule for respective Payees.
- (i) “Process Date” is the day you designate for your Payee to receive a bill payment, as well as the date on which your account will be debited electronically.

(j) “We, our, us, CCFCU” refers to Central Coast Federal Credit Union.

(k) “You, your” refers to each Account Holder and each person who is authorized to use the service.

## 2. The Bill Process.

(a) Single Payments. A single payment will be processed on the Business Day that you designate as the payment’s Process Date. When selecting a Process Date for a payment, keep in mind that the Daily Cut-Off Time for bill payments is 11:00 AM PST. If you submit a Payment Instruction after the Daily Cut-Off Time on your designated Process Date, the payment will be processed on the next business day. If you designate a non-business day as a Process Date, then that payment will be processed on the first business day following the designated process date.

(b) Recurring Payments. The Bill Pay-e Plus system automatically processes the Scheduled Payments you enter into our system. Based upon your selected frequency settings, a Process Date is calculated for the next occurrence of payment. If a calculated Process Date is a non-Business Day (weekends and all Federal holidays), then the Process Date is adjusted based upon the following rules:

If you select in your settings “Pay Before” for your recurring payment, the Process Date of payment is adjusted to the first Business Day prior to the calculated Process Date.

If you select in your settings “Pay After” for your recurring payment, the Process Date of payment is adjusted to the first Business Day after the calculated Process Date.

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 as the Process Date, 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.

(c) Estimated Arrival Date. The Bill Pay-e Plus system will calculate the estimated arrival date of your payment; remember that this is only an estimate, so please allow ample time for your payments to reach your designated Payees.

(d) Cancellation of Payment(s). You may edit or cancel your payments any time prior to the Daily Cut-Off Time on the scheduled Process Date. Once we have begun processing a payment it cannot be cancelled or edited.

(e) Prohibited Payment(s). Payments outside of the United States or its territories are prohibited. You may pay any Payee located within the U.S. or its territories and APO’s/AEO’s.

(f) Service Cancellation Due to Inactivity. CCFCU will cancel your Bill Pay-e Plus service on your account in the event that there is no activity on the account for more than 60 days.

3. Bill Pay Service Fees

(a) Bill Pay-e Plus. This service can be used for an unlimited number of monthly payments but cannot exceed the daily transaction limit of \$5,000.00. For all fees and charges, see table below, [Schedule of Fees and Charges](#) and [Electronic Fund Transfer Disclosures and Agreement](#).

(b) Research Time Charges. CCFCU reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before you incur them.

(c) Charges for Bill Pay-e Plus and services. Charges for Bill Pay-e Plus and member requested services within our electronic bill pay system include:

<i>Service</i>	<i>Fee</i>
Bill Pay-e Plus (for Sapphire accounts only)	\$5.00/month
Written Correspondence to Designated Payee	\$15.00
Proof of Statement Not Necessitated by Dispute	\$10.00
Cancellation Fee	\$7.50
ACH Return Fee	\$10.00
Express Mail Correspondence	\$15.00
Courtesy Pay Fee	\$32.00
Non-Sufficient Funds	\$32.00
Overnight Delivery	\$19.95
2 <sup>nd</sup> Day Delivery	\$14.95
Charitable Donations	\$1.99
Gift Pay	\$2.99

4. Liability, Termination & Modifications.

(a) Our General Liability. If we do not complete a bill payment on time or in the correct amount according to this Agreement with you, we will be liable for your losses or damages. However, CCFCU is not liable for any act, failure to act, or delay in acting, in whole or in part, by any cause beyond CCFCU's reasonable control. CCFCU is not liable for your acts or omissions, or those of any other person including, and without limitation, any electronic transmission or communications facility; no such party shall be deemed to be CCFCU's agent. For more details on the extent of our liability, and the responsibilities that you owe in protecting and maintaining your electronic services with us, please see the [Electronic Fund Transfer Disclosures and Agreement](#). The aforementioned agreement and its terms apply to the bill payment services. For more details on liability and responsibilities regarding the Bill Pay-e Plus process specifically, see below.

(b) Account Privacy. You are solely responsible to maintain the privacy of your Account, as well as the safekeeping of your Access Credentials. CCFCU will not be liable if you share your Access Credentials which causes complications and damage to the bill payment process. If you grant another person the authority to access our electronic bill payment services for you, and you wish to terminate that person's authority, you must notify the Credit Union to change your online banking password.

(c) Payee Designations. CCFCU reserves the right to refuse the designation of a Payee for any reason. The Credit Union will not be liable to you for any reason if we refuse any of your Payee designations.

(d) Errors. CCFCU is not liable for any bill payment request that you make which contains an error or is a duplicate of another bill payment.

(e) Payment Instruction and Information. CCFCU is not liable for payments that cannot be made due to incomplete, incorrect, or outdated Payment Instructions or information. Any changes or updating of information will need to be performed BY YOU, and CCFCU will not be liable for any damage resulting from your failure to update your Payment Instructions, Payee information or any other information pertinent to the bill payment process.

(f) Sufficient and Available Funds. CCFCU is not liable for payments that cannot be made due to insufficient funds in your Account.

- You agree to have available and collected funds on deposit in your Account; these must be in an amount sufficient to pay for all bill payments requested as well as all other obligations you have to the Credit Union.
- CCFCU reserves the right to reject or reverse a bill payment if you fail to comply with the above requirements or any other term in this Agreement. CCFCU is not liable for rejecting or reversing a bill payment under these circumstances.
- If you do not have sufficient funds in your Account, and CCFCU has not exercised its right to reverse or reject a bill payment, then you agree to pay for such payment obligations on demand.

- You further agree that CCFCU, at its option, may charge any of your Accounts to cover such payment obligations in the amount of \$32.00 for Non-Sufficient Funds (see fee schedule under SERVICE FEES) and a Courtesy Pay Fee of another \$32.00 if applicable.

(g) Failure to Follow Instructions. CCFCU is not liable for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.

(h) Failure to Notify. CCFCU 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.

(i) Daily Cut-Off Time. We reserve the right to change the Daily Cut-Off Time. We will not be liable for any failed payment that results from the change of the Daily Cut-Off Time. You will receive notice of the change if it takes place, and it is your responsibility to make sure your Payment Instructions, Process Dates and Scheduled Payments conform to your expectations and your Payees' expectations.

(j) Third-Party Liability. CCFCU will not be liable to any third party for any special, consequential, or any other damages or expenses in connection with this Agreement or our bill pay service itself.

(k) Modifications to Agreement. CCFCU reserves the right to change this agreement at any time. In the event that we do change it, we will provide you with a notice which we will mail to you at the last address associated with your Account in our records, post notices in the branches of the Credit Union, or as otherwise permitted by law.

(l) Termination of Agreement. CCFCU reserves the right to terminate this agreement at any time. You may also terminate this agreement by submitting written notice to the Credit Union. For our mailing address see paragraph 5 below. If you do decide to terminate the electronic bill pay service, we are not responsible for any fixed payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the CCFCU on your behalf.

#### 5. Contacting CCFCU: Telephone Number and Address

(a) Telephone Number. Please call us at (831) 393-3480.

(b) Address. To send us written requests, questions or any other correspondence that you choose, or that is required by this Agreement, please send them to:

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