



United Heritage
Credit Union

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Web BillPay Terms & Conditions

TERMS AND CONDITIONS OF BILL PAYMENT SERVICE

Please read carefully and keep a copy for your records.

SERVICE DEFINITIONS

"Service" means the Bill Payment Service offered by United Heritage Credit Union, through IPAY Solutions, a Division of ProfitStars.

Financial Institution means United Heritage Credit Union (UHCU)

You or Your means each person or customer authorized to use the Service "Agreement" means these Terms and Conditions of the bill payment Service.

"Payee or Payees" means anyone (person, entity) including any Financial Institution, that you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited. Recurring payments are handle based on preselected pay before or pay after™ options.

"Due Date" is the date reflected on your Payee 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 Service but has not begun processing.

Account Agreement is the agreement in place that governs your account with UHCU, including but not limited to the Service

INTRODUCTION

This is your bill paying agreement for the Service by United Heritage Credit Union (UHCU) through IPAY Solutions, a Division of ProfitStars.

You may use the Service, Web BillPay, via UHCU's Online Banking, to direct UHCU to make payments utilizing any device with internet access 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.

If you choose to access the Service via a mobile device as allowed by UHCU, you are subject to the agreement for services you entered into with your wireless service provider, which may include access charges. Please contact your carrier for specific details concerning your wireless data plan or fees.

SERVICE FEES

The Web BillPay service is free when it is actively being utilized. An inactivity fee of \$6.95 is assessed if there is less than (1) payment processed during the calendar monthly Web Bill Pay billing cycle.

AMENDMENT

UHCU has the right to change this agreement for the Service at any time by notice mailed to you at the last address shown for the account on UHCU's records, by posting notice in UHCU's, or as otherwise permitted by law.

INSTRUCTIONS FOR SETTING UP PAYEES & PAYMENTS

Payees: If you want to add a new Payee, first select the Payee tab located in the bill pay or speak to a service representative. UHCU reserves the right to refuse the designation of a Payee for any reason.

Payments: You may add a new 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.

- o You may pay any Payee with-in the United States (including U.S. territories and APO's / AEO's).
- o UHCU is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

PAYMENT SCHEDULING

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 processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is currently 3 p.m. Central Time.

A single payment 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 processing date, the payment will be processed on the first business day following the designated processing 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 processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- o If the recurring payment's Pay Before option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- o If the recurring payment's Pay After option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

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

PAYMENT ARRIVAL AND POSTING

The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so allow ample time for your payments to reach your Payees. Due to circumstances beyond the control of UHCU, particularly delays in handling and posting payments by Payees, some transactions may take longer to be credited to your account. You are responsible for ensuring you allow enough time for the input payment to arrive to your Payee in a timely manner.

CANCELLING A PAYMENT

A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date. There is no charge for canceling or editing a Scheduled Payment.

PAYMENT METHODS

The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. 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 PAYMENT REMITTANCE

By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

When the Service receives a Payment Instruction, you authorize the UHCU via the Service to debit your Payment Account and remit funds on your behalf. You also authorize UHCU to credit your Payment Account for payments returned to UHCU by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

The UHCU via the Service will use its best efforts to make all your payments properly. However, the UHCU shall incur no liability if the UHCU via the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
4. Circumstances beyond control of UHCU (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and UHCU has taken reasonable precautions to avoid those circumstances.

LIABILITY

- o You are solely responsible for controlling the safekeeping of and access to your Personal Access Identification Information (Password, PIN or other personally identifying information).
- o If you want to terminate another person's authority to use the Bill Pay Service, you must notify UHCU and change the access information to the Service.
- o You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.
- o UHCU is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment for provide incorrect information.
- o UHCU is not liable for any failure to make a bill payment if you fail to promptly notify UHCU after you learn that you have not received credit from a Payee for a bill payment.
- o UHCU 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 UHCU™s agent.

STOP PAYMENT REQUESTS

UHCU™s ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. Stop payment requests are addressed in your Account Agreement.

EXCEPTION PAYMENTS

Tax payments and court ordered payments may be scheduled through the Service; however such payments are discouraged and must be scheduled at your own risk. In no event shall UHCU be liable for any claims or damages resulting from you're scheduling of these types of payments. UHCU has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of UHCU.

BILL DELIVERY AND PRESENTMENT

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Payee - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee.

Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

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

Notification - The UHCU via Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service 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 logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. It is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service and UHCU harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

Accuracy and dispute of electronic bill - The Service and UHCU is not responsible for the accuracy of your electronic bill(s). The Service and UHCU are only responsible for presenting the information received from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

EXCLUSIONS OF WARRANTIES

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT

LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PASSWORD AND SECURITY

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 512-435-4545 during customer service hours.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as

\$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

ERRORS AND QUESTIONS

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

1. Telephone us at 512-435-4545 during customer service hours;
2. Contact us by using the application's e-messaging feature; and/or,
3. Write us at:

United Heritage Credit Union

P.O. Box 202020

Austin, TX 78720

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and UHCU account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five

(45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. UHCU may revoke any provisional credit provided to you if we find an error did not occur.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

SERVICE FEES AND ADDITIONAL CHARGES

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider and/or wireless provider.

FAILED OR RETURNED TRANSACTIONS

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In such case, you agree that:

1. You will reimburse accessed fees as detailed in the UHCU Fee schedule as a result non-sufficient funds processing attempt or return of the item;
2. You will reimburse UHCU for any fees it incurs in attempting to collect the amount of the return from you; and,
3. The Service is authorized to report the facts concerning the return to any credit reporting agency.

ADDRESS CHANGES

It is your sole responsibility to ensure that the contact information in your user profile and with UHCU is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses.

SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us at 512-435-4545 during customer service hours; and/or
2. Write us at:
United Heritage Credit Union
P.O. Box 202020
Austin, TX 78720

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. UHCU may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

PAYEE LIMITATION

The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. Notice may consist of online information at the time the payment set up is attempted. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

RETURNED PAYMENTS

In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Payment Account. You may receive notification from the Service.

INFORMATION AUTHORIZATION

Your enrollment in the Service may not be fulfilled if the Service or UHCU cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that UHCU reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service or UHCU reserves the right to obtain financial information regarding your account from a Payee. (for example, to resolve payment posting problems or for verification).

DISPUTES

In the event of a dispute regarding the Service, you and UHCU agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and UHCU which supersedes any proposal or prior agreement, oral or written,

and any other communications between you and UHCU relating to the subject matter of this Agreement. If there is a conflict between what a representative of iPay or a representative of UHCU says and the terms of this Agreement, the terms of this Agreement will prevail.

ASSIGNMENT

You may not assign this Agreement to any other party. UHCU may assign this Agreement to any future, directly or indirectly, affiliated company. UHCU may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

NO WAIVER

UHCU shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by UHCU. No delay or omission on the part of UHCU in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

CAPTIONS

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.