

## **Terms and Conditions of the Bill Payment Service**

These terms and conditions (the "Agreement") constitute a contract between you, the depositor (hereafter "You") and SUN Credit Union or its designated third party processor or service provider ("We", "Us"), in connection with Bill Payment Service (the "Service") offered through SUN Credit Union's online and mobile banking web sites (the "Site"). This Agreement applies to your use of the Service and any portion of the Site through which the Service is offered. The Service enables you to initiate a Bill Payment Instruction from one of your Eligible Transaction Accounts at SUN Credit Union, to a U.S. Payee. Bill payments will be initiated on your behalf pursuant to the terms of this Agreement.

### **SECURITY PROCEDURE:**

You, SUN Credit Union, and Service shall comply with the security procedure requirements with respect to Bill Payments transmitted by You to Service, as well as those required in connection with the On-line Services generally. You acknowledge that the purposes of such security procedures are for authentication and not to detect an error in the transmission or content of a payment instruction. No security procedure for the detection of any such error has been agreed upon between the Service, Financial Institution and You. Your verification that the payment instruction you submit on the Site is your agreement to take full and final responsibility for any and all errors relating to or concerning the payment.

You are strictly responsible to establish and maintain the procedures to safeguard against unauthorized access to your account and transmission of requests for Bill Payments. You warrant that no individual will be allowed to initiate payments on Your behalf, in the absence of proper supervision and safeguards, and agree to take all reasonable steps to maintain the confidentiality of the security procedures and all passwords, codes, security devices, and related instructions relating to your account, the Site, the Online Services, or otherwise provided by SUN Credit Union. If You believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, You agree to notify SUN Credit Union immediately. The occurrence of unauthorized access will not affect any Bill Payments made in good faith by SUN Credit Union prior to receipt of such notification plus a reasonable time period thereafter for SUN Credit Union to act on such notice.

### **COMPLIANCE WITH SECURITY PROCEDURE:**

If a request for a Bill Payment (or a request for cancellation or amendment of a Bill Payment) received by Service purports to have been transmitted or authorized by You, it will be conclusively deemed effective by the Service, and Service shall initiate the Bill Payment on your behalf and, except as limited by applicable law, You shall be obligated to pay SUN Credit Union the amount of such Bill Payment even though the Bill Payment (or request) was not authorized by You, provided Service accepted the Payment Instructions in good faith and acted in compliance with the security procedure referred to in this Agreement with respect to such Payment Instruction. Service shall conclusively be deemed to have complied with that part of such procedure if the password entered in connection with the on-line session associated with the initiation of a request for a Bill Payment matches the password associated with Your Account on the Site.

## SERVICE DEFINITIONS

- **Agreement** means these Terms and Conditions of the bill payment service.
- **Billing Account** is the checking account from which all Service fees will be automatically debited.
- **Business Day** is every Monday through Friday, excluding Federal Reserve Holidays
- **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.
- **Effective Date** is the Send Date.
- **Estimated Delivery Date** is the day you want your Payee to receive your bill payment. If the date falls on a non-Business Day, it will be considered to be the next business day.
- **Payee** 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 (e-bills), as the case may be.
- **Payment Account** is the checking account from which bill payments will be debited.
- **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).
- **Scheduled Payment** is a payment that has been scheduled through the Service but has not begun processing.
- **Send Date** is the date the electronic item or check is processed. For electronic items, your account will be debited on the Send Date. For those payments to be made by paper check, your account will be debited once the Payee submits the check for payment.
- **Service** means the bill payment service offered by Financial Institution through its Service Provider (Paymentus Corporation) (“Paymentus”).
- **Service Provider** means companies that we have engaged to render some or all of the Service to you on our behalf.

## BILL PAYMENT SCHEDULING

For payments sent electronically, payments set up before the designated cut-off time of 2:00 pm (processing at 5:00 pm) ET on the Send Date will be delivered in one (1) Business Day after the Send Date.

For payments sent by check, payments set up before the designated cut-off time of 2:00 pm ET (processing at 5:00 pm) on the Send Date will be delivered within five (5) Business Days of the Send Date, based on the estimate of average United States Postal Service mailing times. For check payments set up for expedited delivery, payments set up before 2:00 p.m. ET will be sent overnight for next day delivery and a Rush Delivery fee, from the current SUN Credit Union fee schedule, may be assessed.

The earliest possible Estimated Delivery Date for each Payee (typically five (5) or fewer Business Days from the current date) will be designated when you schedule the payment. Therefore, the application will not permit you to select an Estimated Delivery Date less than the earliest possible Scheduled Payment Date designated for each Payee.

When scheduling payments, you must select a Send Date that allows the Estimated Delivery Date to be no later than the actual Due Date reflected on your Payee 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 Send Date that allows the Estimated Delivery Date to be at least one (1) Business Day before the actual Due Date. Estimated Delivery Date must be prior to any late date of grace period.

## SERVICE GUARANTEE

Electronic Payments will be delivered within two (2) Business Days following the "Send Date".

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

## PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

You represent and warrant that you are acting with full authority for the applying entity and that you are duly authorized to utilize the Service on behalf of the entity. 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 Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Estimated Delivery Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if 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, through no fault of the Service, 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 Service 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 the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges up to \$50.00.

## **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, a virtual card payment (a prepaid, single use card), or a check payment.

## **PAYMENT CANCELLATION REQUESTS**

You may cancel or edit any Scheduled Payment (including recurring payments) by deleting or editing the payment information within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited.

## **STOP PAYMENT REQUESTS**

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also 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 contact SUN Credit Union at (954) 967-4441. Although SUN Credit Union will make every effort to accommodate your request, SUN Credit Union will have no liability for failing to do so. SUN Credit Union may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable SUN Credit Union fee schedule.

## **PROHIBITED PAYMENTS**

Payments to Payees outside of the United States or its territories are prohibited through the Service.

## **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 the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service 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 the Service.

## **ELECTRONIC BILL (E-BILL) DELIVERY AND PRESENTMENT**

This feature is for the presentment of e-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 e-bill options, you 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 email 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 username 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. The Service may, at the request of the Payee, provide the Payee your email address, service address, or other data specifically requested by the Payee at the time of activating the e-bill for that Payee, for purposes of the Payee informing you about the Service and/or e-bill information.
- Activation – Upon activation of the e-bill feature, the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first e-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 e-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 e-bills.

- Authorization to obtain bill data – Your activation of the e-bill feature for a Payee shall be deemed by us to be your authorization for us to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide us with your user name and password for that Payee. By providing us with such information, you authorize us to use the information to obtain your e-bill data.
- Notification – The Service will use its best efforts to present all of your e-bills promptly. In addition to notification within the Service, the Service may send an email notification to the email 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 e-bills. The time frame for notifications may vary from Payee to Payee. You are responsible for ensuring timely payment of all e-bills.
- Cancellation of e-bill notification – The electronic Payee reserves the right to cancel the presentment of e-bills at any time. You may cancel e-bill presentation at any time. The time frame for cancellation of your e-bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle for each Payee. The Service will notify your electronic Payee(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. The Service will not be responsible for presenting any e-bills that are already in process at the time of cancellation.
- Non-delivery of e-bill(s) – You agree to hold the Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of any bills. Copies of previously delivered bills must be requested from the Payee directly.
- Accuracy and dispute of e-bill – The service is not responsible for the accuracy of your e-bill(s). The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your e-bill summary or detail must be addressed with the Payee directly.

These Terms and Conditions do not alter your liability or obligation that currently exist between you and your Payee.

#### **EXCLUSIONS OF WARRANTIES**

The Service is provided as is without warranty of any kind, expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

#### **SERVICE FEES AND ADDITIONAL CHARGES**

There may be a charge for additional transactions and other services (i.e., expedited bill pay fee, stop payment fee). 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 fees associated with your deposit accounts will continue to apply. You are responsible for any and all mobile access fees and/or Internet service fees that may be assessed by your data 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 may not be completed.

You agree that an Overdraft Item, Insufficient Funds fee or an Uncollected Funds Fee will be charged in accordance with the Financial Institution's Schedule of Fees and Charges, which can be found on the Financial Institution's Online Banking site. Further, you also agree that an Overdraft Item, Insufficient Funds fee or an Uncollected Funds fee may be charged to your account even if the payment is not returned but is paid and overdraws your Payment Account.

By enrolling for and using the Service, you agree that the SUN Credit Union has the right to collect funds from all your accounts, as well as the available balance on your line of credit account to recover funds for all payments that have been requested to be paid by you and your authorized user. This includes accounts on which you are primary owner, as well as accounts on which you are the joint owner. You will reimburse the Service for any fees or costs it incurs in attempting to collect the amount of the returned check from you.

#### **ALTERATIONS AND AMENDMENTS**

These Terms and Conditions, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such changes(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate these Terms and Conditions as to all such prior version of the applications, services, and/or related material and limit access to only the Services' more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

#### **ADDRESS OR BANKING CHANGES**

It is your sole responsibility to ensure that the contact information with SUN Credit Union and your user profile is current and accurate. This includes but is not limited to, name, address, phone numbers and email addresses. Changes can be made by contacting SUN Credit Union at (954) 967-4441.

Any changes to your Payee information should be made within the Payees section. All changes are made effective immediately for scheduled and future payments paid from the updated Payee information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payee information or contact information.

### **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 the Financial Institution customer service via one of the following:

1. Telephone SUN Credit Union during business hours at (954) 967-4441
  - a. Business Days: Monday through Friday
  - b. Excluding Federal Holidays
2. Contact us by sending a secure message through Online Banking and/or
3. Write us at
  - a. SUN Credit Union
  - b. 4205 Hollywood Boulevard
  - c. Hollywood, FL 33021
  - d. ATTN: Member Services Department

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. The Service may terminate or suspend service to you at any time. Neither termination nor suspension shall affect your ability or obligations as set forth herein.

### **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. This notification is not required if you attempt to make a prohibited payment or an exception payment under these Terms and Conditions.

### **RETURN 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 void the payments and credit your Payment Account. You may receive notification from the Service.

### **PASSWORD AND SECURITY**

You agree not to give or make available your password or other means to access your account to any unauthorized individual. 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 passwords or other means to access your account have 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 contacting Financial Institution during customer service hours.

### **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS (CONSUMERS)**

If you tell SUN Credit Union 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 SUN Credit Union 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 SUN Credit Union 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 SUN Credit Union can prove that SUN Credit Union could have stopped someone from taking the money had you told SUN Credit Union in time. If a good reason (such as long trip or a hospital stay) prevented you from telling SUN Credit Union, SUN Credit Union may extend the period.

### **ERRORS AND QUESTIONS**

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

4. Telephone SUN Credit Union during business hours at (954) 967-4441
  - a. Business Days: Monday through Friday
  - b. Excluding Federal Holidays
5. Contact us by sending a secure message through Online Banking and/or
6. Write us at
  - a. SUN Credit Union
  - b. 4205 Hollywood Boulevard
  - c. Hollywood, FL 33021
  - d. ATTN: Member Services Department

If you think your statement is incorrect or you need more information about a transaction listed on the statement, SUN Credit Union 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. Provide your name and 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. Provide the dollar amount of the suspected error.

If you tell SUN Credit Union verbally, they may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. SUN Credit Union will tell you the results of their investigation within ten (10) Business Days after hearing from you, and will correct any error promptly. However, if they require more time to confirm the nature of your complaint or question, they reserve the right to take up to forty-five (45) Business Days to complete the investigation. If SUN Credit Union decided to do this, a provisional credit your Payment Account within ten (10) Business Days for the amount you think is in error will be applied. If SUN Credit Union asks you to submit your complaint or question in writing and do not receive it within ten (10) Business Days, SUN Credit Union may not provisionally credit your Payment Account. If it is determined there was no error SUN Credit Union will mail you a written explanation within three (3) Business Days after completion of the investigation. You may ask for copies of documents used in the investigation. SUN Credit Union may revoke any provisional credit provided to you if SUN Credit Union finds 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 in the following situations:

1. If we return checks on your account drawn on non-sufficient funds or if we were unable to complete an electronic transfer because of non-sufficient funds;
2. Where it is necessary for completing transactions;
3. Where it is necessary for activating additional services;
4. In order to verify the existence and condition of your account to a third party, such as credit bureau or Payee;



5. In order to comply with a government agency or court orders;
6. If you give us your written permission; or,
7. In accordance with our Privacy Policy.

#### **DISPUTES**

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to these Terms and Conditions. You agree that these Terms and Conditions is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter herein. If there is a conflict between what an employee of the Service or SUN Credit Union's Member Service Department says and these terms are accurate, these Terms and Conditions will prevail.

#### **NO WAIVER**

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service 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.

#### **GOVERNING LAW**

The Terms and Conditions shall be governed by and construed in accordance with the laws of the state of Florida without regard to its conflicts of law provisions. To the extent that the terms of these Terms and Conditions conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms shall remain in full force and effect.

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.

For additional information and terms regarding your Deposit Account(s), please reference your current Terms and Conditions of Your Account Agreement.

