

## **BILL PAYING AGREEMENT/DISCLOSURE**

This is your bill paying agreement with Corpus Christi City Employees Credit Union (CCCECU). You may use Corpus Christi City Employees Credit Union's bill paying service, Classic Bill Pay-e to direct CCCECU 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 and incorporated into the Account agreements, disclosures and other documents in effect from time to time governing your Account (the Account Rules).

"You" or "your" means each person who is authorized to use the service. "Payee" means anyone you designate, including CCCECU, and anyone CCCECU accepts as a payee.

### **HOW TO SET UP PAYEES/PAYMENTS**

Complete a bill paying enrollment form. IF YOU WANT TO ADD A NEW PAYEE, USE "SET UP ACCOUNTS/PAYEE" BY ACCESSING THE SERVICE ON THE INTERNET OR SPEAK TO A SERVICE REPRESENTATIVE by calling 1-877-308-0242 and selecting option "4" between the hours of 6:30 a.m. Central Standard Time (CST) and 10:00 p.m. CST, Monday - Friday. You may add a new fixed payment to a Payee, only if the Payee is on your authorized list of payees, and by accessing the Service and entering the appropriate information. Most other additions, deletions, or changes can be made by using the Service. CCCECU reserves the right to refuse the designation or a payment to a Payee for any reason. Each Payee accepted by CCCECU will be assigned a payee code. You may pay almost any payee you wish. There are several restrictions: 1) The merchant must be located in the United States; 2) Payments may not be remitted to tax authorities or government and collection agencies; 3) Payments may not be remitted to security companies such as Ameritrade for stock purchases or trade taxing authorities and 4) Court directed payments are unauthorized (such as alimony, child support, or other legal debts). Don't forget you can use this system to send payments to your son/daughter in college, pay your local merchants, credit cards, charitable donations, etc. A merchant is defined as anybody (company or individual) to whom you want to send money; 5) Payments are limited to no more than \$20,000 per item; 6) All payments are made in U.S. Dollars only.

CCCECU is not responsible if a Bill Payment can not be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not on your Authorized Payee list.

### **THE BILL PAYING PROCESS**

Corpus Christi City Employees Credit Union will process variable payments on the business day (generally Monday through Friday, except holidays) you designate the bill

is to be processed, provided the payment request is received prior to the cut-off time set by CCCECU, which is currently 2:00 p.m. CST on the date you schedule the payment. Variable bill requests received after the business day cut off time, or at any time on a non-business day will be processed on the next business day. CCCECU reserves its right to change the cut-off time by giving you notice if it changes.

FOR RECURRING PAYMENT REQUESTS, IF YOU DESIGNATE A PROCESSING DATE OF THE 28TH THROUGH THE 31ST OF A MONTH AND THIS DATE FALLS IN A SHORT MONTH, PROCESSING WILL BE INITIATED ON THE FIRST BUSINESS DAY OF THE MONTH FOLLOWING THAT DATE. Otherwise, recurring payment requests will be processed on the dates you have designated, unless such date falls on a non-business day resulting in your payment being processed on the next business day.

**YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE DUE DATE, FOR EACH BILL PAYMENT (RECURRING OR VARIABLE) TO REACH THE PAYEE. IT IS YOUR RESPONSIBILITY TO SCHEDULE/ACTIVATE PAYMENTS TO ARRIVE BY THEIR DUE DATE. IT IS OUR RECOMMENDATION THAT ADDITIONAL DAYS BE ALLOWED FOR PAYMENTS TRAVELING MORE THAN 4 STATES AWAY. FOR MOUNTAIN STATES (Mountain Time Zones) ALLOW A MINIMUM OF SEVEN (7) DAYS. FOR THE WEST COAST AND HAWAII (Pacific Time Zones) ALLOW A MINIMUM OF EIGHT (8) BUSINESS DAYS.**

You agree to have available and collected funds on deposit in the account you designate, on the processing date, in amounts sufficient to pay for all Bill Payments requested, as well as, any other payment obligations you have to CCCECU. CCCECU reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with this requirement or any other terms of this agreement. If funds are not available on the requested processing date, your bill payment may be cancelled and you will be assessed an \$18 NSF (non-sufficient funds) or an \$18 ACH Return Fee. If you do not have sufficient funds in the Account and CCCECU 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 that CCCECU, at its option, may charge any of your accounts with CCCECU to cover such payment obligations as well as any fees assessed for processing the transaction (i.e. allow Account Negative fee of \$18). A continuous status of overdraft and/or NSF activity or failure of the user to maintain loan(s) or share/deposit(s) in good standing with CCCECU may result in the suspension or termination of the service.

Any Bill Payment can be changed or canceled, provided you access the Service prior to the cut-off time on the business day prior to the business day the Bill Payment is going to be initiated.

## **LIABILITY**

You are solely responsible for controlling the safekeeping of, and access to, your Personal Identification Number (PIN). You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify CCCECU and arrange to change your PIN. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. CCCECU is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment or if you have not been issued a confirmation number for the transaction. CCCECU is not liable for any failure to make a Bill Payment if you fail to promptly notify CCCECU after you learn that you have not received credit from a Payee for a Bill Payment. CCCECU 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 CCCECU's agent. In any event, CCCECU 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 CCCECU has knowledge of the possibility of them. CCCECU 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 CCCECU's reasonable control.

## **Amendment and Termination**

Subject to applicable law, CCCECU has the right to change this Agreement at any time by notice mailed to you at the last address shown for the Account on CCCECU's records, by posting notice in branches of CCCECU, or as otherwise permitted by law.

CCCECU has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to Corpus Christi City Employees Credit Union, Attn: Online Bill Pay, 2140 Gollihar Road, Corpus Christi, TX 78416 or call us at (361) 855-4494. CCCECU is not responsible for any fixed payment made before CCCECU has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by CCCECU on your behalf.

## **Fees**

There is no monthly fee to use the Bill Pay Service and you are allowed to perform an unlimited number of monthly payments.

## **Additional Charges for Customer requested Services and Other Items**

These charges will only be assessed if you request one or more of the services listed here. There will be NO Charge for any item if needed to correct a CCCECU error.

Written Correspondence to Payee (by Mail).....	\$15.00
Written Correspondence to Payee (by Express Mail).....	\$20.00
Per proof of Payment not necessitated by a dispute (copy of cancelled check delivered to Merchant).....	\$15.00
Payments returned due to member (customer) error.....	\$10.00
Insufficient Funds (each NSF item).....	\$18.00
ACH Return Fee (each item).....	\$18.00
Allow Account Negative Fee (each item).....	\$18.00

CCCECU 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 they are incurred.

Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement included, or, received when you opened your account, which discloses important information concerning your rights and obligations.