

**TERMS AND CONDITIONS AND FEE SCHEDULE FOR ONLINE BILL PAY**

**FEES (current as of 11/11/2021)**

Non-Sufficient Funds Fee (NSF).....	\$20.00
Overdraft Transfer Fee (per item).....	\$ 2.00
Stop Payment On A Bill Pay Check.....	\$20.00
*Research Fee (hourly).....	\$20.00
Copy Of A Check.....	\$ 2.00
*\$20.00 minimum	

*Any changes to these fees will be made in accordance with Credit Union policy.*

**Miscellaneous Product Fees**

Next Business Day Rush Fee:.....	\$34.95
2nd Business Day Rush (check) Fee:.....	\$29.95
2nd Business Day Rush (electronic) Fee:....	\$6.95
Charitable Donations:.....	\$1.99
Gift Pay:.....	\$2.99

**BILL PAYING AGREEMENT/DISCLOSURE**

To be eligible to use 1st Community Credit Union's Bill Pay service:

- You must be a 1st CCU member
- You must have a Share Draft Account
- You must be enrolled in CU Online Home Banking
- Your accounts must be in good standing

Please Note: Your enrollment may be declined if you do not meet these eligibility requirements.

This is your bill paying agreement with 1st Community Credit Union (also known as 1st CCU). You may use 1st CCU's online Bill Pay service to direct 1st CCU 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 to 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, including the Credit Union, you designate and the Credit Union accepts as a "Payee".

## TERMS AND CONDITIONS

On behalf of 1st Community Credit Union, and pursuant to an agreement between your credit union and MYCU Services, LLC, MYCU Services, LLC offers the On-line Bill Payer Services through CU Online at [www.1stccu.com](http://www.1stccu.com). Your use of this service on our website shall constitute your agreement to these terms and conditions.

When you select the Accept button you agree to the following Terms and Conditions:

- 1) My enrollment in Bill Pay constitutes my intention to use the service.
- 2) If my Bill Pay account is inactive for several months I understand and agree that 1st CCU has the right to terminate my enrollment in the service.
- 3) I agree to pay any NSF charges that occur as a result of using the Bill Pay service. 1st CCU's current NSF fee can be found on the Fee Schedule, available online at [www.1stccu.com](http://www.1stccu.com)
- 4) I understand that I must schedule payments to be deducted from my account at least 2-5 days in advance of the date that the payment is due to avoid late payment charges and that 1st Community Credit Union is not responsible for any late fees that I receive as a result of Bill Pay.
- 5) By electronically accepting the Terms Of Usage and choosing to use Bill Payment, I agree that the terms and conditions, and any amendments or changes hereafter, apply to me and any others whom I permit to use Bill Pay. I understand that all parties on the account are responsible for keeping passwords and account data confidential.

## ACCOUNTS USED FOR BILL PAY

You may use your Share Savings account, Share Draft account, or Ultimate Savings account for setting up Bill Pay authorized transactions. You must indicate the account(s) you wish to use for Bill Pay when enrolling in the service. Money Market accounts are restricted from Bill Pay. To use funds from your Money Market account, simply transfer the funds to your Checking or Savings account and use those accounts for authorizing Bill Pay transactions.

REMINDER: The number of withdrawals and transfers per month from your savings account is limited due to federal regulations. You are permitted up to 6 TOTAL of any combination of savings withdrawal transactions within a calendar month. No more than 3 of the 6 transactions may be made by a check payable to third parties.

## RESTRICTIONS

There are certain rules to be understood for the proper use of the internet Bill Pay service. Knowing and understanding these rules may prevent any misunderstandings as to how and when payments are processed.

In order to allow sufficient time for your payees to receive and post your payments, you must instruct Bill Pay to process the payment at least five (5) Business Days prior to the date your payment is due excluding any applicable grace periods.

Business Days mean Monday through Friday. Any payments scheduled for Saturday, Sunday, any recognized national holiday or any day the credit union is closed, will be processed on the PREVIOUS business day.

You may schedule a bill payment to be processed on the same day that you schedule the payment if we receive instructions before 5:00 am Eastern Time, USA, on a Business Day.

You must properly schedule the payment to be processed at least five Business Days prior to the Due Date. For Same Day Payments, this means that you must schedule your payments to be processed before 5:00 am Eastern Time, USA, on a Business Day at least five Business Days prior to the Due Date.

You must provide us with the correct Payee Name, Address, Due Date, Account Information and the correct Payment Amount.

Your Designated Bill Paying Account, including any overdraft protection, must contain sufficient funds to complete the payment on the Account Process Date.

Your PC hardware, software, telephone line, and Internet service provider, if applicable, must be functioning properly.

**RULES FOR PROPER USE OF INTERNET BILL PAY:** Knowing and understanding these rules may prevent any misunderstandings as to how and when payments are processed.

Bill Pay transactions are limited to \$5000 each.

When you enroll in Bill Pay through 1st CCU, you will specify the checking/savings accounts that you wish to use when scheduling Bill Payment transactions. You may set up Bill Pay using your Primary Share, Ultimate Savings, and Share Draft Account. Money Market checking accounts are prohibited. If you wish to use the funds in your Money Market account for Bill Pay, you will need to transfer the funds to your checking account.

Accounts that have been set up to require two signatures for withdrawals are not eligible.

In order to allow sufficient time for your payees to receive and post your payments, you must instruct us to process the payment at least five (5) Business Days prior to the date your payment is due excluding any applicable grace periods.

Business days mean Monday, Tuesday, Wednesday, Thursday and Friday. Any payments scheduled for Saturday, Sunday, any recognized national holiday, or on days when 1st Community Credit Union is closed, will be processed on the previous business day.

You may schedule a bill payment to be processed on the same day that you scheduled the payment if we receive instructions before 5:00 a.m. Eastern Time, USA, on a Business Day.

You must properly schedule the payment to be processed at least five Business Days prior to the Due Date. For Same Day Payments, this means that you must schedule your payments to be processed before 5:00 a.m. Eastern Time, USA, on a Business Day at least five Business Days prior to the Due Date.

You must provide us with the correct payee name, address, Due Date, account information and the correct payment amount.

Your Designated Bill Paying Account, including any overdraft protection, must contain sufficient funds to complete the payment on the Account Process Date.

Your PC hardware, software, telephone line, and Internet service provider, if applicable, must be functioning properly.

Members are able to terminate Bill Pay participation by contacting 1st CCU. Termination notification must be submitted to 1st Community Credit Union at least 10 days prior to the date on which the member wishes to have Bill Pay terminated, and member may be asked to complete and sign a Termination Notice.

Stop payment of a payment made by draft through Bill Pay will be charged our current Corporate Stop Payment fee based on the current fee schedule.

**NOTICE TO ALL USERS:** You must have cookies enabled in your browser settings. The application may not be fully functional if cookies are disabled. The bill payment system includes a Help section with descriptions of features and step-by-step instructions on how to use the online bill payment features.

The following browsers are supported by bill pay for use:

Internet Explorer version 11  
Microsoft Edge - all versions  
Firefox version 31 and above  
Safari version 7 and above for Mac  
Google Chrome version 42 and above

The FAQ section of the Help tab within the Bill Pay system provides links to download the latest browser versions as well as links to instructions for enabling Cookies.

A 'payee' is anyone, person or company, to whom you make a payment. Each account carries its own list of payees. You may add or delete them from your list. To make a payment to a payee, you schedule the amount to be paid and select the account from which the payment is to be drawn. You will be asked to click on a button to confirm the payment. Confirming the payment constitutes a legally binding promise to pay, and is the same as signing a paper check. An optional feature, called Express Pay, allows you to pay several payees at once. If payments are regularly recurring with fixed amounts, such as car payments, rent, or mortgage, you may set up recurring payments. These are payments of a fixed amount disbursed at regular intervals. Before the scheduled process date arrives, you may change your mind and edit your scheduled payment. The payment is made electronically. If the payee cannot accept electronic payments, we will issue a paper check, and send it through the U.S. mail. Once the process date is past, for a fee, you may request that we issue a stop payment order to cancel the check. However, if the payment has already cleared, the money is disbursed, and it is too late to stop payment.

NOTE: It is important that you allow enough lead-time when you schedule payments, to allow the credit union to process your payment request. It is best to schedule payments to be processed 5 to 7 business days before their due date. For all initial payments, please schedule 10 business days before they are due.

***VIEW THE DEMO AVAILABLE WITHIN THE BILL PAY SYSTEM IF YOU NEED INSTRUCTIONS FOR HOW TO SET UP PAYEES/PAYMENTS***

You may add a new fixed 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. The Credit Union reserves the right to refuse the designation of a "Payee" for any reason. You may pay any "Payee" with-in the United States (including U.S. territories and APO's). The Credit Union is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

**THE BILL PAYING PROCESS**

**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 process date, provided the payment is submitted prior to the daily cut-off time on that date.

The daily cut-off time, which is controlled by the Credit Union, is currently 2:00 PM Eastern.

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 process date, the payment will be processed on the first business day following the designated process 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 process date is calculated for the next occurrence of the payment.

If the calculated process date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

If the recurring payment's "Pay Before" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date prior to the calculated process date.

If the recurring payment's "Pay After" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date after the calculated process 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 process date, then the last calendar day of that month is used as the calculated process date.

**SINGLE AND RECURRING PAYMENTS:** The system will calculate the Estimated Arrival Date of your payment, this is only an estimate, please allow ample time for you payments to reach your "Payees".

**CANCELLING A PAYMENT:** A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled process date.

**AVAILABLE FUNDS:** You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to the Credit Union.

The Credit Union reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with the above requirement or any other term of this agreement.

If you do not have sufficient funds in the account and the Credit Union 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 the Credit Union, at its option, may charge any of your accounts with the Credit Union to cover such payment obligations. The Credit Union reserves the right to change the cut-off time. You will receive notice if it changes.

**LIABILITY:** The Credit Union is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.

The Credit Union 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.

The Credit Union 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 the Credit Union's agent.

In any event, the Credit Union 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 the Credit Union has knowledge of the possibility of them.

The Credit Union 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 the Credit Union's reasonable control.

### **AMENDMENT TERMINATION**

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

The Credit Union has the right to terminate this agreement at any time.

You may terminate this agreement by written notice to the Credit Union.

The Credit Union is not responsible for any fixed payment made before the Credit Union has a reasonable opportunity to act on your termination notice.

You remain obligated for any payments made by the Credit Union on your behalf.

### **TERMINATION OF ENROLLMENT IN BILL PAY**

Bill Pay users who wish to terminate their enrollment in the program may do so by contacting 1st Community Credit Union. You may be asked to sign a Bill Pay Enrollment Termination Form.