

## **COCHISE CREDIT UNION BILL PAYMENT SERVICES AGREEMENT AND DISCLOSURE**

### **Introduction**

This Agreement explains the terms and conditions for accessing Bill Payment Services (“Services”) at Cochise Credit Union (“Credit Union”).

By electing to receive Bill Payment Services, you can direct Credit Union to make payments from your designated share draft (“checking”) account to any merchant, Cochise Credit Union or an individual with a U.S. address, in accordance with this Agreement.

The term of this Agreement is effective as of the date of enrollment and shall continue on an ongoing basis, unless and until terminated. Credit Union may, from time to time, introduce new Services. By using Services when they become available, you agree to be bound by the terms contained in this Agreement, and any subsequent amendments. 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.

### **Terms**

"Merchant" means anyone, including Cochise Credit Union, you designate and Cochise Credit Union accepts as a payee.

"Provider" means third party provider with which Cochise Credit Union contracts to provide Services. Provider is a third party beneficiary to this Agreement.

"You," "your" and "subscriber" refer to each person accessing and receiving Services described in this Agreement.

"We," "us" and "our" mean the Credit Union.

"Payment account" means your designated share draft account accessed by the Bill Payment Service.

"Banking Day" means any day our office is open to our members for carrying on substantially all business functions, except Saturdays, Sundays, and federal holidays.

"Business Day" means any day on which our office is open to our members for carrying on substantially all business functions.

### **How to Establish Merchants/Payments**

To establish a Merchant to whom to direct payments, complete a Bill Payment enrollment form. If you want to add a new Merchant to your list of authorized payees, you can submit your request by using the "Add Merchant" button on the Internet or speak to a subscriber services representative. You may add a new fixed payment to a Merchant, only if the Merchant is on your authorized list of payees, by accessing the Services and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the Services. Cochise Credit Union reserves the right to refuse the designation of a Merchant for any reason. Cochise Credit Union is not responsible if a payment can not be made due to incomplete, incorrect, or outdated information provided by you regarding a Merchant or if you attempt to pay a Merchant that is not on your authorized payee list.

### **The Bill Payment Process**

Cochise Credit Union will process variable payments on the first banking day after the day you designate the bill(s) to be processed, provided the payment request is received prior to the cut-off time set by Cochise Credit Union which is currently 1:00 p.m. (Mountain Time). Variable payment requests received after the cut off time, or at any time on a non-banking day will be processed on the second banking day after the day you designate the bill(s) to be processed. Cochise Credit Union reserves its right to change the cut-off time with advance notice.

FOR RECURRING PAYMENT REQUESTS, IF YOU DESIGNATE A PROCESSING DATE OF THE 28TH THROUGH THE 31ST OF A MONTH, PROCESSING WILL BE INITIATED ON THE LAST CALENDAR DAY OF THE MONTH. Otherwise, recurring payment requests will be processed on the dates you designate, unless such date falls on a non-banking day resulting in your payment being processed on the next banking day.

Bill payments are processed on the day you select as a scheduled payment date. When scheduling bill payments, you must select a scheduled payment date that is no later than the recommended time frame for delivery on check payments (seven (7) banking days) or electronic payments (five (5) banking days) before your actual due date. If the due date falls on a non-banking day, you must select a scheduled payment date that adds a minimum of at least three (3) banking days, to the recommended time frame for delivery of check and electronic payments. The addition of more days is necessary for multi-day federal holidays. Scheduled payment dates and recommended delivery times should be prior to any late date or grace period. Neither Cochise Credit Union nor Provider will be responsible for any finance charges or penalties incurred for late payments that were due to invalid information entered by the user such as the Merchant's address or Merchant's user account number. Neither Cochise Credit Union nor Provider will be responsible for any changes to Merchants made in error by you. **Some Merchants take longer to post payments than others. You should send your first payment with more than enough time to post before the due date. After your first payment to a Merchant has posted you will have a better**

### **understanding of how much time to allow for that Merchant.**

When you have scheduled a payment, you authorize Cochise Credit Union to debit your share draft account and remit funds on your behalf. You certify that your share draft account is an account from which you are authorized to make payments and debits. You also authorize a credit for returned payments.

If we do not complete a transfer to or from your share draft account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However there are some exceptions. We will not be liable, for instance:

1. If you have not provided Cochise Credit Union and/or Provider with the correct payment account information, or the correct name, address, phone number, or account information for the Merchant upon initiation of the payment, or have not properly followed the instructions for use.
2. If circumstances beyond the control of Cochise Credit Union and/or Provider (such as, but not limited to, fire, flood, or interference from an outside force) prevents the proper execution of the transaction and Credit Union and/or Provider have taken reasonable precautions to avoid those circumstances.
3. If the payment processing center is not working properly and you know or have been advised by Cochise Credit Union and/or Provider about the malfunction before you execute the transaction;
4. If your share draft account does not contain sufficient funds to complete the transaction, a legal order prohibits withdrawal from your account, your account is closed or has been frozen, or the transaction would exceed the credit limit of your overdraft account; and/or
5. If you attempt to pay a Merchant that is not on your authorized payee list.
6. There may be other exceptions stated in our agreement with you.

Provided none of the foregoing circumstances are applicable, provider will bear responsibility for any late payment related charges up to \$50 if a bill payment is posted after its due date and as long as the bill payment was scheduled in accordance with the terms of this Agreement.

### **STOPPING PREAUTHORIZED RECURRING PAYMENTS**

If you have requested recurring payments out of your share draft account, you can stop any of these payments via your computer.

If you are unable to access Bill Payment Services via a computer you can still stop the payments. Here's how:

Call us at 1-800-428-2822, or write us at P.O. Box 1154 Willcox, AZ. 85644, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### **Bill Payment Service Fees**

There is no monthly fee for Bill Pay. The following charges will only be assessed if you request one or more of the following services. There will be NO charge for any item if needed to correct a Cochise Credit Union error.

- |   |         |
|---|---------|
| • Check Copy Mailed or Faxed to Subscriber                                | \$ 2.00 |
| • Return Check due to Subscriber Error                                    | \$ 5.00 |
| • Stop Payment  | \$10.00 |
| • Return electronic items due to Subscriber or Cochise Credit Union Error | \$10.00 |
| • Special/Custom Report Charge  | \$25.00 |
| • Research Fee for items over 8 months old                                | \$25.00 |

Cochise Credit Union 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.

### **Termination of Bill Payment Services**

Cochise Credit Union may terminate the Bill Payment Service at any time. The termination of the Bill Payment Service does not terminate any continuing and/or financial obligations incurred prior to termination. You may terminate Bill Payment Service by written notice to Cochise Credit Union. **Cochise Credit Union is not responsible for any payment made before the Credit Union has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by Cochise Credit Union on your behalf.**

## **Service Requirements**

To access Services, you must have Windows: IE. 4.01 SP1 and 5.0, Netscape Navigator 4.08, and Netscape Communicator 4.7 or compatible web browser and 128 bit data encryption.

In addition to compatible software, you must have a User ID and password, and you must maintain a share draft (checking account) at the Cochise Credit Union.

## **Password**

Your password gives you access to Cochise Credit Union accounts via and Bill Payment. Cochise Credit Union is authorized to act on any instructions it receives using your password. For security purposes, you should memorize your password. You should change your password regularly to try and avoid misappropriation by a third party. Your password can be changed at the Cochise Credit Union's site. You are responsible for keeping your password and account data confidential. When you give someone your password, You authorize that person to use the Services. You are responsible for all transactions performed using your password, even if you did not intend or authorize them. In addition, fraudulent transactions initiated using your password will be charged against your account(s).

## **Security & Protecting Your Account**

We are strongly committed to protecting the security and confidentiality of your account information. We use several techniques to help secure Services, including the following:

- You can only access Cochise Credit Union with certain browsers that have a security standard.
- Your account numbers are not displayed in full - only the last 4 digits can be viewed.
- You must have a valid User ID and password to logon.
- If no action is taken for 10 minutes, you will be automatically logged off the Service.

## **Restrictions**

You may not appropriate any information or material that violates any copyright, trademark or other proprietary or intellectual property rights of any person or entity while using the Services. You may not gain, or attempt to gain, access to any Services server, network or data not specifically permitted to you by Cochise Credit Union and/or Provider. You must not include any obscene, libelous, scandalous or defamatory content in any communications with Cochise Credit Union or its Provider.

## **Accessing Services**

After you complete your enrollment forms for the Services you elect, you will be given an opportunity to request a User I.D. and Password. You will use the User I.D. and password to access both the Services. Each time you access the Service, you will be asked to enter your User I.D. and password. Correct responses will give you access to Services.

## **Funds Availability**

You agree to have available and collected funds on deposit in your account designated in amounts sufficient to pay for all services requested, as well as, any other payment obligations you have with Cochise Credit Union. Cochise Credit Union reserves the right, without liability, to reject or reverse a payment and/or transfer if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in your account and Cochise Credit Union has not exercised its right to reverse or reject a bill payment, you agree to pay for the payment obligations on demand. You further agree Cochise Credit Union, at its option, may charge any of your accounts to cover the payment obligations.

Payments may be routed to a Merchant based upon the methods elected by the applicable service provider. Any bill payment can be changed or canceled, provided you access the Services prior to the cut-off time on the banking day prior to the banking day the bill payment is going to be initiated.

## **Returned Payments**

When using Services, you understand the Services and/or the United States Postal Service may return payments for various reasons, such as, but not limited to, account number is not valid; Provider is unable to locate account; or payee account is paid in full. The Provider will use its reasonable efforts to research and correct the returned payment, or void the payment and credit your payment account. You may receive notification from the Provider.

## **Liability for Authorized Transactions**

You are solely responsible for controlling the safekeeping of, and access to, your Password. You are liable for all transactions you make or that you authorize another person to make even if authority is exceeded. If you want to terminate another person's authority, you must notify Cochise Credit Union and arrange to change your Password. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another bill payment. Cochise Credit Union is not responsible for a bill payment that is not made if you did not properly follow the Bill Payment instructions. Cochise Credit Union is not liable for any failure to make a bill payment if you fail to promptly notify Cochise Credit Union after you learn that you have not received credit from a Merchant for a bill payment. Cochise 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 Cochise Credit Union's agent. Cochise 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 Cochise Credit Union has knowledge of the possibility of them. Cochise 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 Cochise Credit Union's reasonable control.

### **Responsibility**

Neither Cochise Credit Union nor Provider will be liable for any transaction if: (i) you do not have enough money in your account to complete the transaction; (ii) a legal order prohibit withdrawals from your account; (iii) your account is closed or has been frozen; (iv) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with the Services provided hereunder; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide us with complete and correct payment or transfer information; (viii) you did not properly follow the instructions for use of the Services; (ix) you knew that the Services were not operating properly at the time you initiated the transaction or payment; (x) there is postal delay; or (xi) circumstances beyond our control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

### **Electronic Mail (E-mail)**

E-mails are not secure. Because of this, you should not include confidential information, such as account numbers and balances in any e-mail to Cochise Credit Union and/or Provider. You cannot use e-mail to initiate Services transactions provided in this Agreement. All such transactions must be initiated using the appropriate functions within the Cochise Credit Union site. Cochise Credit Union will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

### **Disclosure of Information**

Cochise Credit Union and Provider may disclose information to third parties about your account or the transfers you make:

- (i) Where it is necessary for completing transfers, or
- (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (iii) In order to comply with government agency or court orders, or
- (iv) If you give us your written permission.

### **Links to other Sites**

Information that Cochise Credit Union publishes on its website may contain links to other sites and third parties may establish links to Cochise Credit Union's site. Cochise Credit Union makes no representations about any other web site which you may have access to, from or through this site. Unless expressly stated in writing, Cochise Credit Union does not endorse the products or services offered by any company or person linked to this site nor is Credit Union responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

### **Virus Protection**

Cochise Credit Union is not responsible for any electronic virus you may encounter. You should routinely scan your computer and diskettes using reliable virus protection product to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

### **Damages and Warranties**

Neither Cochise Credit Union nor Provider is responsible for any loss, error, injury, expense, claim, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by the use of the Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software. Without limiting the foregoing, neither Cochise Credit Union nor Provider shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. Cochise Credit Union and Provider make no representation or warranty that any information, material or functions included are appropriate for use by you in your jurisdiction. If you choose to use Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither Cochise Credit Union nor Provider warrant the adequacy, accuracy or completeness of any information provided as a part of Services, or contained in any third party sites linked to or from Cochise Credit Union's web site. COCHISE CREDIT UNION AND PROVIDER MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF SERVICE. COCHISE CREDIT UNION DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

### **Indemnification**

You shall indemnify, defend and hold harmless Cochise Credit Union and Provider and its/their officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) your negligence; (ii) your failure to comply with applicable law; or (iii) your failure to comply with the terms of this Agreement.

### **Additional Remedies**

Due to the likelihood of irreparable injury, Cochise Credit Union shall be entitled to an injunction prohibiting any breach of this Agreement by you.

### **Termination and Changes in Terms**

Cochise Credit Union reserves the right to terminate this Agreement or to change the charges, fees or other terms described in this Agreement at any time. When changes are made, we will notify you by: 1) electronic mail; 2) physical mail at the address shown in our records; and/or 3) update the web site.

### **Applicable Rules, Laws, and Regulations**

This Agreement shall be governed, construed and enforced according to the laws of the State of Arizona.

### **Assignment**

Cochise Credit Union may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

### **Integration**

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and Cochise Credit Union.

### **Severability**

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and Cochise Credit Union, this Agreement will control.

### **Waiver**

Cochise Credit Union or Provider shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by Cochise Credit Union or Provider of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

### **Force Majeure**

Neither Cochise Credit Union or Provider shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Cochise Credit Union or Provider may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

### **Construction**

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

### **CONTACT IN THE EVENT OF UNAUTHORIZED TRANSFERS OR TRANSACTIONS**

If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call: (800) 925-6784 or the Credit Union at (800) 428-2822.

or write:

Cochise Credit Union

P.O. Box 1154

Willcox, AZ. 85644

### **LIABILITY FOR UNAUTHORIZED TRANSACTIONS**

Tell us AT ONCE if you believe your Password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if any). If you believe your Password has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Password without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**Business Days**

For purposes of these disclosures, our business days are every day is a business day except for Saturdays, Sundays, and federal holidays.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

Telephone us at 1-800-428-2822, or

Write us at

Cochise Credit Union

P. O. Box 1154

Willcox, AZ. 85644

or E-mail us at support@cochisecu.com

as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, we may take up to 90 days to investigate your complaint or question and may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**BY SIGNING YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL ITS TERMS.**

\_\_\_\_\_  
Member Name

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Date