

HEARTLAND AREA FEDERAL CREDIT UNION

ONLINE BILL PAY AGREEMENT AND DISCLOSURES

This is your online bill pay agreement with **Heartland Area Federal Credit Union**.

You may use **Heartland Area Federal Credit Union's** online bill paying service, Online Bill Pay, to make payments from your designated checking account to the "Payees" that 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 governing your account with Heartland Area Federal Credit Union.

DEFINITIONS

"Heartland" refers to Heartland Area Federal Credit Union.

"Member" or "Members" or "You" are used interchangeably and refers to an individual member or more than one member that are "co-owners" on the same account.

"Online Bill Pay" or "Bill Pay" refers to the credit union's online electronic bill pay service that is used to generate payments to payees by withdrawing funds from your designated checking account and either mailing or electronically transferring funds to payees. Although the term "Bill Pay" implies you are paying a bill, the service can be used to send a payment to virtually any person or company for any reason, just like when you write a check from home.

"Payee" refers to the company or person you want to pay using the Bill Pay system.

"E-Statement" refers to the credit union's paperless, on-line electronic statement system that provides member access to monthly statements of account activity with the credit union.

THE BILL PAY SERVICE

Online Bill Pay is a Internet-based service provided by a company separate from the credit union which allows members of the credit union to pay bills without having to utilize their own checks, filling out the mailing address on their own envelope, stuffing the check into the envelope, paying for postage, and getting the envelope to the mailbox so that the payment is received before it's due date. When used properly, this free service from the credit union can save time and money. With just a little bit of practice, this online tool can be used for single or recurring payments and provides easy access to track and review past, current, and future transactions.

SERVICES FEES

Heartland's Bill Pay service is offered to credit union members "free of charge" if the following TWO conditions are met:

- **At least one (1) payment is paid through the system during each calendar month, AND**
- **The member's account has been set up to receive E-Statements.**

If a payment is not paid through the Bill Pay service during any calendar month or the member discontinues their enrollment in Heartland's E-Statement service, a \$5.00 monthly fee will be assessed and deducted from the member's checking account. This fee will be reflected in the member's monthly statement from the credit union.

The following charges will only be assessed if you request one or more of the services listed below. Most of these fees are charged to the credit union by the Bill Pay service provider and the credit union passes these charges on to the member. These fees are subject to change. Please note that there will be NO charge of any of the items listed if needed to correct an error on the part of Heartland:

- \$10.00 for a standard "proof of payment" such as a copy of a cancelled check or proof that an electronic payment was received by the payee,
- \$7.50 to cancel a payment that was released for payment, as scheduled, but before the payment is actually disbursed by the Bill Pay system on the next business day,
- \$5.00 per payment returned due to a Member error (i.e. wrong payee address),
- \$15.00 per for expediting payment delivery to the payee using the Bill Pay Express Mail option,
- \$10.00 per written correspondence to payee,
- \$25.00 Stop payment charge (applies only to checks that have not cleared; electronic payments cannot be stopped after processing)
- \$25.00 Non sufficient funds charge

Heartland also reserves the right to charge you for the time it takes for us to research payments no longer available in your online history available through the Bill Pay system or Heartland's "in-house" computer system. You will be informed of any such charges before they are incurred.

SPECIAL DISCLOSURES REGARDING TELEPHONE BILL PAYING

Please contact the credit union for additional information and disclosures for Bill Pay transactions that are processed using the telephone bill paying features of the system.

HOW TO SET UP PAYEES

Before you can make a payment through the Bill Pay system, you add a new "Payee" which is the person or company you want to pay. To add a new payee, select the "Payee" tab located within the Bill Pay online system or call to speak to a Bill Pay service representative at 1-855-440-9665. Although the people answering the phone represent themselves as the credit union, this phone number actually connects you to the Bill Pay service provider, not the credit union.

Certain additions, deletions, or changes to Payee information cannot be handled over the phone for security reasons, however, they can be made in writing or by using the Bill Pay online service which has certain built-in security features to validate your identity.

Heartland reserves the right to refuse the designation of a "Payee" for any reason.

You may pay most any “Payee” within the United States (including U.S. territories and APO’s/AEO’s). A payee can be a company or a person.

Because you are responsible for the accuracy of the information contained within the Bill Pay system, Heartland is not responsible for payments that can not be made due to incomplete, incorrect, or outdated information (i.e. wrong address) within the payee record.

THE BILL PAYING PROCESS

Once the “Payee” is entered in the system, you are now ready to make payments to virtually any person or company.

Single Payments – A single payment is a one-time payment for an amount that you specify to be processed on a 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, which is controlled by Heartland, is currently 3:00 p.m. CST. Heartland reserves the right to change the cut-off time by giving you notice if it changes.

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 – A recurring payment is a specified payment amount that repeats periodically, such as biweekly or every month. When a recurring payment is set up, each recurring future payment is automatically scheduled by the system according to settings that you specify. Based upon your selected frequency settings for the payment, a processing date is calculated. If the payment date falls on 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 processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- 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: In addition to the payment date adjustments noted above, 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 date 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 before the rules above are applied.

SINGLE AND RECURRING PAYMENTS

The system will calculate the *Estimated Arrival Date* of your payments. This is only an estimate, so please allow ample time for your payments to reach your “Payees”. Heartland is not

responsible for payments that are received past the “Estimated Arrival Date” or for delays which occur because of delivery problems with the Post Office and electronic delivery services as the Bill Pay service is operated by a company separate from the credit union.

AVAILABLE FUNDS

You agree to have available and collected funds (i.e. no holds) on deposit in the checking account you designate in order to be able to pay for all Bill Pay transactions requested, as well as any other payment obligations that you have at Heartland. Heartland reserves the right, without liability, to reject or reverse a Bill Pay transaction if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the “Account” and Heartland has not exercised its right to reverse or reject a Bill Pay transaction, you agree to pay for such payment obligation on demand, including any fees associated with the processing of those transactions. You further agree that Heartland, at its option, may charge any of your credit union accounts to cover such payment obligations.

CHANGING OR CANCELLING A PAYMENT

Any Bill Pay transaction (single or recurring payment) can be changed or canceled through the Bill Pay system any time prior to the cut-off time (currently 3:00 p.m. CST) on the business day your payment is scheduled to be processed.

LIABILITY

You are solely responsible for controlling the safekeeping of, and access to, your Personal Identification Number (PIN) which is the security code used to allow access to the Bill Pay system and the transactions processed through the Bill Pay system which results in funds being withdrawn from your checking account without recourse and/or liability to Heartland.

If you want to terminate another person’s authority and/or ability to use the Bill Pay service for your account at the credit union, you must notify Heartland promptly during our normal business hours and arrange to change your PIN and/or access to the Bill Pay system. You must be an authorized owner and/or signer on the account to make this request and we may require you to make this request in-person and/or in writing. Certain situations may require additional approvals steps, completion of forms, etc. before a change can be made. No changes to the PIN can be made without following these procedures and the credit union is not responsible for transactions processed through the Bill Pay service due to the unauthorized use of the PIN assigned to you, even if you have made an initial call to the credit union to request your PIN be changed or access to the Bill Pay system be terminated.

You will be responsible for any bill payment requests that you make that contains an error or is a duplicate of another bill payment, such as payment to the wrong payee or a payment for the wrong amount.

Heartland is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.

If a payment is made properly through the Bill Pay system and the recipient does not show receipt of the payment, the credit union will work with you to resolve the issue by providing

evidence of the payment from the Bill Pay system and will engage in limited communications with the recipient on your behalf to try to resolve the issue so that you do not have to pay fees associated with the lost transaction. Although most recipients waive late fees and related charges when a payment from a bill pay service is lost, we cannot guarantee that no fees will be incurred. Just like a payment that you would make using your own check, the credit union is not responsible for these types of late payments, however, the type of issue rarely occurs with the Bill Pay service used by the credit union.

Heartland 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 Heartland Area Federal Credit Union's agent.

AMENDMENT

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

TERMINATION

Heartland has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to Heartland.

Heartland is not responsible for any payment made before we have time to act on your termination notice and you remain obligated for any payments made by Heartland on your behalf.