

Pay Bills (Bill Pay) Disclosure

USER AGREEMENT FOR PAY A BILL (BILL PAYMENT SERVICES)

By clicking the "Accept" button, you agree to be bound by these terms of service for Pay Bills (bill payment services). This is a legal agreement between you (end user) and Michigan State University Federal Credit Union (financial institution). These terms of service affect your rights, and you should read them carefully.

- **1. Eligibility:** If you have an active account permitted for Pay Bills, Bill payment Services at your Financial Institution you may use the online or mobile bill payment service (the "Bill Payment Service").
- **2. Payment Dates:** With the Pay Bills, Bill Payment Service you can schedule a bill payment for a single one-time, future day or as a recurring payment. Any recurring payments scheduled to be delivered on Saturday, Sunday, or any holiday observed by your Financial Institution will be processed on the prior business day.
- **3. Use of Bill Payment Service:** You must provide sufficient information about each bill payee to direct a payment to that payee and permit the payee to identify the correct account to credit with your payment. While most payees can be paid through the Bill Payment Service, we reserve the right to refuse to pay certain payees. In this event, we will notify you that Bill Payment Service cannot be used for the payee. We do not recommend that you use bill payments to pay taxes, to make federal or court-ordered payments, to pay municipal or state utilities, or to settle any securities transaction and any such payments that you choose to schedule are at your own risk. Your Financial Institution will not be liable for any late fees, claims, or damages resulting from your use of the Bill Payment Service to make any of these types of payments. You can only make bill payments to payees with United States addresses.
- **4. Bill Payment Transfer Methods:** Your Bill Payment Service payment will be made either by transferring funds electronically (Automated Clearing House or "ACH" transaction) or by sending a paper check to the payee. ACH transactions will be subject to the rules of the National Automated Clearing House Association (NACHA). Payments made by paper check will be debited to your account as any other personal check. If you authorize a recurring payment to any payee, those payments will continue until the specified end date unless you cancel the recurring payment or there is not a sufficient available balance to allow the payment. You assume the risk of loss due to an overpayment to the payee on any payment you initiate using the Bill Payment Service.
- **5. Funding Account:** When you instruct us to make a payment through the Bill Payment Service, you must designate an active account from which that payment is to be made. The funding account must be an account that is accessible through the Services. If you do not have an active account, you may not use Bill Payment Service.
- **6. Scheduling Payments:** The earliest possible Send Date and Deliver Date will be displayed in the Pay Bills screen for each payee. In general, you will need to allow at least three (3) business days to ensure on-time payment for an ACH transaction and seven (7) business days if the payment is to be made by issuing and mailing a paper check to the payee. Your Financial Institution is not responsible for delays in the U.S. mail or for processing delays by the payee. Your Financial Institution is not liable for any late charges imposed by the payee except as otherwise provided under this Agreement.
- **7. Canceling Payments:** Your Financial Institution withdraws funds from the funding account on the Send Date. You may use the Bill Payment Service to cancel or edit any scheduled bill payment until we begin processing it.
- **8. Transaction Limits:** There is no limit to the number of bill payments in and out of your account that you can make per day. Transfers are limited to \$25,000 per day. These limits are dependent on your account status with us and are subject to change without prior notice.
- **9. Available Balance:** You are responsible for ensuring there is a sufficient available balance in the funding account on the Send Date to cover the full amount of any payment you instruct us to make through the Bill Payment Service. Your Financial Institution will not complete a bill payment transaction if there is not a sufficient available balance in the funding account. For more information on what is meant by Available Balance, see section 23 of the Membership and Account Agreement.
- **10. Expedited Bill Payment:** For a separate fee, Expedited Bill Payment allows you to make a next day bill payment to certain payees by overnight check ("Expedited Bill Payment by Overnight Check"). Stop payments cannot be placed on Expedited Bill Payments. Expedited Bill Payments must be requested by a certain cut-off time each day. Expedited Bill Payment will not be listed as an option for a payee if you are

requesting a payment after that payee's cut-off time for the day. Overnight Checks can only be sent to valid street addresses in the continental United States; no check can be sent to a post office box or outside of the continental United States. Checks will be sent by a commercial overnight delivery service; the time of delivery will be dependent upon the delivery service.

- 11. Text and Email Alerts: You may request automated alert messages to be sent by text or email. We offer alert messages to notify you of a variety of events and circumstances. We may make new alerts available from time to time or discontinue old alerts. The frequency with which you will receive alert messages depends on the number and types of alerts you request and on whether you enter into an account transaction that triggers an alert. Alert messages will be sent to the mobile phone number or email address you have specified. Alert messages may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.
 - a. General Provisions for All Text Alerts: By requesting text services, you agree that we may send text messages to the mobile phone number you specified. Text alerts are supported by most mobile carriers, including Verizon Wireless, AT&T, Sprint, T-Mobile®, MetroPCS, Boost, Virgin Mobile, U.S. Cellular®, and others. Neither Financial Institution nor the applicable mobile carrier is liable for delayed or undelivered messages. Your mobile carrier's message and data rates may apply. Message frequency varies based on user activity. If you have questions about Alerts, contact your Financial Institution.
- **12. Relationship to Other Agreements:** You agree that when you use the Bill Payment Service, you will remain subject to the terms and conditions of all existing agreements with our affiliates and us, including but not limited to the Membership and Account Agreement, Arbitration Agreement, and Electronic Funds Transfer Agreement and Disclosure which can be found on our website.

IN WITNESS WHEREOF, You agree that you have read the foregoing Agreement, understood its contents and agree to its terms.