BILL PAYMENT PROGRAM – TERMS AND CONDITIONS

The Southbridge Credit Union hereby states the following terms and conditions for your use of bill payment services through our Digital Banking Platforms. Southbridge Credit Union reserves the right to modify these terms and conditions at any time. Your use of bill payment services constitutes your acceptance of these terms and conditions and any modification thereof.

- 1. You agree to accurately follow product use instructions provided in the screens.
- 2. You agree to schedule bill payments (payment transaction date) at least 5 days before the payment due date, not including any grace period.
- 3. You agree to provide correct payee name, address, account information and payment information.
- 4. You agree to maintain sufficient funds in the designated checking account on the payment transaction date.
- 5. You agree that use of your Digital Banking User ID and Password is your signature authorization for any payment.
- 6. You agree to notify Southbridge Credit Union no later than 30 calendar days after you receive the first bank statement on which you believe a problem or error occurred. You may call 1-888-599-2265 or write to: Southbridge Credit Union, P.O. Box F, Southbridge, MA 01550.

Bill Payment Functions –

- 1. **Usage:** You may use the Bill Payment Program to make payments from you designated checking or money market account.
- 2. **Bill Payments:** Our processor will make your payment either by transferring funds electronically to the payee, or by sending the payee a paper check. It is our processor's choice which is used. Please allow ample time for your payments to reach your "payees". We reserve the right to limit the frequency and dollar amount of payments from your accounts for security reasons. Please note that some payment transactions will be subject to the rules of the National Automated Clearing House (NACHA). Payments can only be made to payees with a United States address. We reserve the right to refuse to pay certain payees. You agree when you enter your Digital Banking User ID and Password to access the Bill Payment program to transmit a payment instruction, you authorize us to debit the amount of the payment from your bank account accordingly.
- 3. **Recurring Payments:** You may use the Bill Payment Program to authorize automatic recurring payments in order to pay recurring bills. These payments must be for the same amount each month and they will be paid on the same date each month or on the following business day if the regular payment date falls on a weekend or holiday.
- 4. **Insufficient Funds:** You are responsible for any non-sufficient funds ("NSF") or overdraft charge we may impose. Refer to our Schedule of Fees. We also reserve the

- right to refuse to honor a payment request that reasonably appears to us to be fraudulent or erroneous.
- 5. Scheduling Payments: When using Bill Payment you should enter and transmit you bill payment instructions at least five business days before a bill is due. It is your responsibility to authorize your payments in such a manner that your bills will be paid on time. You are responsible for any late payment or finance charge that may be imposed by the payee as a result of your failure to transmit payment instruction at least five business days in advance of the bill due date.
- 6. Cancelling Payments: A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled process date. Please consult the Bill Pay help files for assistance with cancelling payments.
- 7. **Transfer Payments:** When you add a Transfer Account to your current bill pay service, or when you select Transfer Type menu items "Single Transfer" or "Recurring Transfer" you are requesting an electronic transfer from your bank account. Upon such a request, Southbridge Credit Union will make electronic transfers via the ACH system from your checking account that you specify to the account(s) outside the Online Bill Pay account that you selected. You agree that such requests constitute your authorization for these transfers. You acknowledge that the origination of these ACH transactions from your account(s) must comply with the provisions of the U.S. law. This authority will remain in full force and effect until we receive written confirmation of its termination and until there is reasonable opportunity to act upon it.

Customer Support: For any problems or concerns that you may have regarding your bill payments, please contact our processor at 866-784-2496 or through the "Chat Line" available in the Bill Payment Program. They are available Monday thru Friday 7:30 a.m. – 2:00 a.m Eastern Standard Time (EST).

<u>Termination:</u> Either or we may terminate this Agreement and your Bill Payment enrollment at any time upon giving written notice of the termination to the other party. If you terminate Bill Payment, you authorize us to continue making bill payments you have previously authorized. You must use Bill Payment to cancel any automatic recurring payments prior to termination; otherwise we will continue to make such payments. Should there be a period of inactivity of one hundred eighty (180) days, we reserve the right to remove access due to this inactivity.

<u>Governing Law:</u> This Agreement shall be interpreted and governed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its provisions on conflict of law.