



RBFCU BILL PAY Services Agreement

1. **Introduction.** This Agreement, together with RBFCU's Membership Agreement & Disclosures, contains the terms that govern the use of RBFCU's Bill Pay Services (Service). In this Agreement, the words, "you" and "your" refer to you as the member or business entity entering into this Agreement, or any user you authorize to use the Service on your behalf. When you use the Service, you instruct RBFCU to initiate a funds transfer from your Eligible Transaction Account. The words "we," "us," and "our" refer to RBFCU.
2. **Description of Service.** The Service is offered and accessed through RBFCU's online or mobile banking platform (collectively, Site). The Service permits you to remit funds to: (1) a person or entity to which you wish a payment to be directed or (2) the entity from which you receive electronic bills. You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.
3. **Eligibility.** The Service is offered only to legal residents of the United States who can form legally binding contracts as an individual or business entity under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.
4. **Definitions.**
 - a. Biller/Payee - the person or entity to which you wish a bill payment to be directed, or is the person or entity from which you receive electronic bills.
 - b. Business Day - every day is a Business Day, except Saturdays, Sundays and federal holidays.
 - c. Delivery Date - the date the payment is delivered to the Biller/Payee.
 - d. Deliver-By-Date - the date the payment is received by the Payee. Typically, one (1) to four (4) Business Days from the current date if the Payee is capable of receiving the payment electronically or up to ten (10) Business Days if the Payee is not capable of receiving the payment electronically.
 - e. Due Date - the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.
 - f. Eligible Transaction Account - a transaction account that you hold with us from which your payments and Service fees, if any, will be automatically debited. An Eligible Transaction Account may include a checking account, credit card account, or debit card account, including any required routing information.
 - g. Exception Payments - tax payments; court-ordered payments; payments to deposit accounts or brokerage accounts; and/or payments to settle securities transactions.
 - h. Payment Instruction - is the information provided by you to the Service for a bill payment to be made to the Biller/Payee.
 - i. Scheduled Payment - a payment that has been scheduled through the Service, but has not begun processing.
 - j. Send Date - the date the payment is sent to the Biller/Payee.

5. **Service Providers.** We are offering you the Service through one or more Service Providers (third-party) that we have engaged to render some or all of the Service to you on our behalf. Such Service Providers have software that may be located at a site owned or controlled by such third parties. Except as provided by applicable law, you agree that protecting your personal information is solely your responsibility and not the responsibility of RBFCU. In addition, we are under no obligation to provide you with any such software, and in providing or arranging for access to the software, we are not assuming any responsibility or liability whatsoever, nor are we suggesting with offering or creating any security procedures.
6. **Payment Methods.** The Service reserves the right to select the method in which to remit funds on your behalf to your Biller/Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic-to-check payment, a debit card payment, a credit card payment, or a draft check payment. Payments for each transaction request will be debited from your Eligible Transaction Account immediately upon submission. Funds remitted to the Biller/Payee as a draft check payment are deducted from your Eligible Transaction Account when the draft check is presented to RBFCU for payment.
7. **Payment Scheduling.** To schedule a payment, you must select a date your payment will be sent (such date, the "Send Date") or delivered (such date, the "Delivery Date") for each Payee. This will determine the date for your Payee to receive the payment (the "Deliver-By-Date"). When scheduling such payments, you must select a Send Date or Delivery Date that results in a Deliver-By-Date which is no later than the date reflected on your Payee statement for which the payment is due (the "Due Date") unless the Due Date falls on a weekend or holiday ("Non-Business Day"). If the actual Due Date falls on a Non-Business Day, the Deliver-By-Date will be the next Business Day. All Deliver-By-Dates must be prior to any late date or grace period permitted by the Payee.
 - a. The necessary funds must be made available in your Eligible Transaction Account on the Business Day before the Deliver-By-Date.
 - b. The earliest possible Deliver-By-Date for each Payee will be designated within the Service when you are scheduling the payment. Therefore, the Service will not permit you to select a Deliver-By-Date prior to the earliest possible Deliver-By-Date designed for the Payee. If the Payee permits, for a fee, then RBFCU may also offer a rush payment option [typically one (1) to three (3) Business Days], which may be paid via check or electronic payment, if supported by a Payee.
 - c. You may choose to schedule payments to recur in the same amount at regular weekly, every other week, every four weeks, monthly, twice monthly, semi-monthly, every three months, every six (6) months, or annual intervals. When you create a new Payee in the Service, it may take two (2) business days to set up the Payee to receive payments. You should schedule a payment to a new Payee at least fourteen (14) Business Days before any payment Due Date, to allow the Service time to set up the Payee and verify information about your account with the Payee.
 - d. For delivery of all subsequent payments, you agree to allow at least four (4) to fourteen (14) Business Days between the Send Date or Delivery Date and the Payment Due Date.
 - e. If the Online Banking session during which you schedule a payment or transfer ends by 3:00 pm (CT) on a Business Day, the Service will be considered to have received it on that day. Otherwise, it will be considered received on the following Business Day.

8. **Service Availability.** Access to the Service is generally 24 hours a day, 7 days a week, except during maintenance periods, and/or during periods when access to the Service is temporarily interrupted as a result of power outages, equipment and/or software malfunctions or failures. RBFCU will not be liable under this Agreement for failure to provide access. Subject to applicable law, we reserve the right to modify, suspend, or terminate access to all or any part of the Service at any time and for any reason without notice or refund of previously incurred fees. To the extent reasonably practicable, RBFCU will attempt to notify you by posting a notice on our website in the event of any technical difficulties or other occurrence that may impede access to the Services for a prolonged period of time.
9. **Payment Authorization and Payment Remittance.** By providing the Service with names, contact information, and/or account information of Billers/Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller/Payee directives.

Payment Instructions will be considered as having been given to us directly by you and shall have the same authority as your written signature in authorizing us to comply with the instructions. When the Service receives a Payment Instruction, you authorize the Service to debit your Eligible Transaction Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Deliver-By-Date designated by you. You also authorize the Service to credit your Eligible Transaction Account for payments returned to the Service by the United States Postal Service (USPS) or Biller/Payee, or payments remitted to you on behalf of another authorized user of the Service.

The Service will attempt to make all your payments properly and promptly. However, the Service shall incur no liability if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- a. If, through no fault of the Service, there are insufficient funds in your Eligible Transaction Account or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account;
- b. The payment processing center is not working properly, and you know, or have been advised by the Service about the malfunction before you execute the transaction;
- c. You have not provided the Service with the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller/Payee; and/or
- d. Circumstances beyond the control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Eligible Transaction Account or causes funds from your Eligible Transaction Account to be directed to a Biller/Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Eligible Transaction Account, and for directing to the proper Biller/Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

10. Payment or Service Cancellation Requests. You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the applicable section of the Service. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be canceled or edited, therefore a stop payment request must be submitted.

Your Service will become effective on the date that you enroll an account for the use of the Service and shall remain in full force and effect until termination in accordance with the following provisions:

- a. **Termination for Cause:** The Service or RBFCU may immediately terminate your use of the Service without notice under the following conditions: (1) You do not pay any fee required by any agreement you have with RBFCU or the Service, (2) you do not comply with this Agreement or other agreements governing your accounts, including your Eligible Transaction Account, (3) your accounts are not maintained in good standing, or (4) your account is inactive for a period of 120 days.
- b. **Termination for Convenience:** RBFCU may terminate the Service at any time without prior notice and with or without cause, including, without limitation, in the event you violate this Agreement or close your Payment Account(s). If more than one person can access the Service, RBFCU reserves the right to terminate all access to the Services upon the request of the account owner, any account co-owner, or any other person authorized to access the account. When the Service is terminated, any prescheduled bill payment will also be terminated. Your final charge for the Service will be assessed at the end of your statement cycle for each account. RBFCU and the Service shall be given a minimum of three business days to effect the termination. During that time, you will remain responsible for any pending bill Payment Instructions of record with the Service.

If you wish to cancel the Service, you may contact us as set forth in Section 24, "Notice to Us Regarding the Service." of this Agreement. Please provide the associated Eligible Transaction Account(s) information, as well as the termination date of Service.

11. Stop Payment Requests. The Service's ability to process a stop payment request will depend on the payment method, and whether or not a draft has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. To stop any payment that has already been processed, you must contact us in the manner set forth in Section 24. Although the Service will attempt to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen days. Please refer to the Truth in Savings Fee Schedule, which can be found on the RBFCU website at www.rbfcu.org/forms-disclosures.

12. Exception Payments Requests. Exception Payments may be scheduled through the Service; however, are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service has no obligation to research or resolve any claim resulting from an Exception Payment; all research and resolution for any misapplied, misposted or misdirected payments will be the sole responsibility of you and not of the Service.

- 13. Bill Delivery and Presentment.** The Service includes a feature for the electronic presentment of bills from *select* Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:
- a. Presentation of electronic bills. You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller when you affirmatively elect online within the Service to receive electronic bills from the Biller. You can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
 - b. Paper Copies of electronic bills. If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
 - c. Sharing Information with Billers. You authorize us to share identifying personal information about you (such as name, address, telephone number, and Biller account number) with companies that you have identified as your Billers, and which we have identified as offering electronic bills for purposes of matching your identity on the Service's records and the Biller's records to: (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for "trial basis" electronic bills.
 - d. Information held by the Biller. The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.
 - e. Activation. The Service will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
 - f. Authorization to obtain bill data. You authorize the Service to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide your username and password for that Biller. By providing such information, you authorize the Service to use the information to obtain your bill data.
 - g. Notification. The Service will attempt to present your electronic bills promptly. In addition to notification within the Service, the Service may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically access the Service

and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

- h. Cancellation of electronic bill notification. The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account, and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- i. Non-Delivery of electronic bill(s). You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- j. Accuracy and dispute of electronic bill. We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

- 14. Disclosure of Account Information to Third Parties.** It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations pursuant to our Privacy Notice:
- a. Where it is necessary for completing transactions;
 - b. Where it is necessary for activating additional services;
 - c. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller/Payee;
 - d. To a consumer reporting agency for research purposes only;
 - e. In order to comply with a governmental agency or court order(s); or
 - f. If you give us your written permission.

A copy of the RBFCU Privacy Notice can be found at www.rbfcu.org.

- 15. Service Fees and Additional Charges.** The Service is provided to you at no cost. Charges for other transactions and optional services (e.g., non-sufficient funds, stop payment, or overdraft fees), are specified in the Truth and Savings Fee Schedule or Business Account Fee Schedule. You agree to pay such fees and charges, and authorize the Service to charge your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your share accounts will continue to apply. You are responsible for any and all telephone access fees or internet service fees that may be assessed by your telephone utility and/or internet service provider. You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Eligible Transaction Account. Any financial fees associated with your standard deposit accounts will continue to apply.

16. Prohibited Payments. You agree not to use or attempt to use the Service to: (a) engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) breach any contract or agreement by which you are bound, (c) engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) engage in any activity or business that would result in you being or becoming a Money Service Business (MSB) as defined in Bank Secrecy Act and its implementing regulations, or (e) engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. You acknowledge and agree that RBFCU has no obligation to monitor your use of the Service for transactions and activity that are impermissible or prohibited under the terms of this Agreement; provided, however, that RBFCU reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Agreement. PAYMENTS TO PAYEES OUTSIDE OF THE UNITED STATES OR ITS TERRITORIES ARE PROHIBITED THROUGH THE SERVICE.

17. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us for any violations of this paragraph or the Agreement generally.

The Service may contain links to third-party websites and services, over which RBFCU has no control. You acknowledge and agree that RBFCU does not endorse, verify, or make any representations regarding these third-party websites and services, and is not responsible for the availability of, and any liability arising from, any such third-party websites and services. RBFCU is not liable to you or any other party for any loss or damage that may be incurred by you as a result of these third-party websites and services.

18. Biller/Payee Limitation. The Service reserves the right to refuse to pay any Biller/Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller/Payee designated by you. This notification is not required if you attempt to make a Prohibited Payment or an Exception Payment under this Agreement.

- 19. Information Authorization.** Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. In accordance with our Privacy Notice, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller/Payee or RBFCU (for example, to resolve payment posting problems or for verification).
- 20. Password and Security.** If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us immediately at the telephone number provided in Section 24 of this Agreement. For additional information regarding our Security Procedures, please refer to the RBFCU Membership Agreement & Disclosures located at www.rbfcu.org.
- 21. Your Liability for Unauthorized Transfers.** Immediately following your discovery of an unauthorized Payment Instruction, you must contact us in the manner set forth in Section 24. You acknowledge and agree that time is of the essence in such situations. Please refer to our Electronic Fund Transfers Agreement and Disclosure, which can be found on the RBFCU website at www.rbfcu.org/forms-disclosures.
- 22. Failed or Returned Payments.** In using the Service, you are requesting the Service to make payments for you from your Eligible Transaction Account. If the Service is unable to complete the payment, it may or may not be completed to your Biller/Payee. In some instances, you will receive a return notice from us. In each such case, you agree that:
- a. You will reimburse the Service immediately upon demand for the amount of the payment that has been returned to the Service.
 - b. You may be assessed a fee by our Service Provider and by us if the payment cannot be debited because: there are insufficient funds in your Eligible Transaction Account; the transaction exceeds the credit or overdraft protection limit of your Eligible Transaction Account; or if we cannot otherwise collect the funds from you. The fee amount will be as set forth in our Truth in Savings Fee Schedule. You hereby authorize us to deduct these amounts from your designated Eligible Transaction Account, including by Automated Clearing House debit;
 - c. You will reimburse the Service for any fees or costs incurred as a result of the returned payment, as well as this imposed in attempts to collect the returned payment amount from you;
 - d. The Service is authorized to report the facts concerning the return to any credit reporting agency.

In addition, you understand that Billers/Payees and/or USPS may return payments to the Service for various reasons such as, but not limited to: Biller's/Payee's forwarding address expired; Biller/Payee account number is not valid; Biller/Payee is unable to locate account; or Biller account is paid in full.

The Service will void the payment and credit your Eligible Transaction Account. You may receive notification from the Service.

- 23. Address or Banking Changes.** It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes but is not limited to, name, mailing address, phone numbers and email addresses. All changes made are effective immediately for scheduled and future payments. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.
- 24. Notices to Us Regarding the Service.** Except as otherwise stated below, notice to us concerning the Site or the Service must be mailed to: P.O. Box 2097, Universal City, TX 78148-2097. We may also be reached at 210-945-3300 or our Online Chat Services for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 26, "Errors, Questions, and Complaints," but otherwise, such telephone calls will not constitute legal notices under this Agreement.
- 25. Notices to You.** By providing us with a telephone number and email address, you consent to receiving notices from us and the Service at that number and/or email address for our everyday business purposes (including identify verification). You further agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed to have been received by you within three (3) Business Days after being sent.
- 26. Errors, Questions, and Complaints.** In case of errors or questions about your transactions, you should contact us as soon as possible in the manner as set forth in Section 24. Please refer to our Electronic Funds Agreement and Disclosure for detailed information.
- 27. Amendments.** We may amend this Agreement and any applicable fees and charges for the Service at any time by giving you reasonable notification, including posting a revised version on the Site. Due to this, we ask that you access Online Banking at least once per calendar month to ensure you have not received any messages from us. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

28. **Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement to any other person or entity. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.