

# **Electronic Bill Payment Authorization Bill Payment Agreement and Disclosure "Bill Pay"**

**Fees:** Please refer to Rate & Fee Schedule for fees and costs for Electronic Funds Transfer services.

## **Bill Payment Service**

You may use Credit Union of Denver's bill paying service, known as "Bill Pay", to direct Credit Union of Denver to make payments from your Checking account to the payees you choose in accordance with the provisions of Credit Union of Denver's **Bill Payment Agreement and Disclosures**. The terms and conditions of this Agreement are in addition to the Membership & Account Agreement, disclosures and other documents in effect from time to time governing your Account. In the event of a conflict between the terms and conditions of this Agreement and the terms of your other Account Agreements with the Credit Union, the terms and conditions of this Agreement will govern.

## **Definitions**

As used in this Agreement, the following terms are defined. "You" or "your" means the person who accepts and agrees to the Bill Payment Agreement or is otherwise authorized to use the Service. "Payee" means anyone you designate to pay, and the Credit Union accepts as a payee. "Credit Union" means Credit Union of Denver. "The Service" means the Bill Pay service.

## **Use of a Third-Party Bill Pay Service-Provider**

FIS (Fidelity Information Services) is the third-party bill pay service provider that Credit Union of Denver has contracted with to provide bill pay service to its members. FIS will be processing bill payments utilizing the FIS Payment Manager system. Credit Union of Denver, at its sole discretion, reserves the right to change online Bill Pay Service providers, or cancel this service at any time, without prior notice to you.

## **TYPES OF AVAILABLE TRANSFERS AND TRANSACTIONS**

- "One-Time" payments are payments that are not reoccurring.
- "Recurring" payments are payments that are reoccurring on a fixed interval and fixed amount. You have an option in online banking to set Automatic Payments to continue for a specific number of payments.

## **LIMITATIONS AND FEES**

- You may only designate your Checking Account as the account from which payments you authorize will be deducted. The Checking Account must be current and active with no restrictions. You will be given the ability to set up merchants, institutions, or individuals to whom you would like to schedule payments. Payments outside of the United States are prohibited.
- Transfers from certain savings accounts may be limited in any one calendar month per section 37 of the Membership & Account Agreement.
- Credit Union of Denver reserves the right to deny the designation of or make payment to any merchant, institution, or other categories of payees. We also reserve the right to refuse to pay any person or entity to whom you may direct a payment using Bill Pay. You will be notified promptly if any person(s) or entity(ies) designated by you will not be paid. This notification is not required if you attempt to pay tax,

court related payments or payments outside the United States, its possessions/territories (American Samoa, Guam, Marshall Islands, Micronesia, N. Mariana Islands, Palau, Puerto Rico and the Virgin Islands), which are prohibited under this Agreement.

- The following payment types are prohibited through the Service.
  - Payments in other than US dollars.
  - Payments to Payees outside the United States or its possessions/territories as detailed in the Limitations section of this Agreement.
  - Payment to third parties for transactions that may in the sole and absolute judgment of the Credit Union be illegal.
  - Payments to anyone deemed to present a risk to the Credit Union.
- Tax payments (such as state, local, or federal), time sensitive payments, or court ordered payments (such as alimony, child, or spousal support), should not be scheduled through the Service.

In no event shall the Service be liable for any claims of damages resulting from your scheduling of these types of payments. The Service has no obligation to research or resolve any claim resulting from an exception payment.

### **Payment Methods**

The Bill Pay Service will select the method in which to remit funds on your behalf to your payees. Payment will be made to your Payee either electronically via the Automated Clearing House (ACH) or by check. The method of payment depends upon the processing method that can be accommodated by the Payee.

### **How to Set Up Payees/Payments**

When you sign onto the Bill Pay system you will establish your list of payees by selecting the **Pay Someone New** field, under the **Make Payments** screen. At a minimum, you will need the account numbers for each bill you want to set up and the nine-digit zip code where the payments are to be remitted, (nine digit ensures better accuracy that the payments will get where they need to go). Since FIS has relationships with so many payees, there will most likely be a large number of payees where you only have to provide this information. The next screen will appear, showing the remittance address on file and telling you typically how long it takes for the payments to arrive. Verify the remittance information matches your statement then click Go to **Make Payments**, add in an amount and a date. If the payee does not accept electronic payments, the service will generate a paper check for payment.

### **If your payee is not on the FIS list, you will need to fill in all required fields:**

- Account Number (if they have one)
- Remittance Address (address, city, state, nine-digit zip code)
- Phone (optional – but if there is a problem with the payment, FIS will use the number to contact the payee)

The Credit Union reserves the right to refuse the designation of any payee for any reason and without prior notice to you. The Credit Union is not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a payee.

### **Delivery Time**

Delivery time is set by the bill payment method. Electronic payments take a minimum of three (3) business days for processing. Paper checks take a minimum of five (5) business

days for mail delivery and processing. The Credit Union & FIS cannot guarantee the time that any payment will be actually received by a payee or credited to your account by the vendor and will not be liable for any service fee, late charge, or finance charge. You must allow sufficient time for payees to process your payment after it is received. Please allow at least a five (5) day lead-time prior to your payment due date. It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time.

FOR RECURRING PAYMENT REQUESTS, IF YOU DESIGNATE A PROCESSING DATE OF THE 28TH THROUGH THE 31ST OF A MONTH, THE PAYMENT WILL BE PROCESSED ON THE DATES YOU HAVE DESIGNATED, UNLESS SUCH DATE FALLS ON A NON-BUSINESS DAY RESULTING IN YOUR PAYMENT BEING PROCESSED ON THE NEXT BUSINESS DAY.

### **Processing Payments**

The Credit Union will process payments on business days (generally Monday through Friday, except holidays) you designate the bill to be processed, provided the payment request is received prior to the cut-off time set by the Credit Union, which is currently 12:00 a.m. MST. Bill payment requests received after the business day cut-off time or at any time on a non-business day will be processed on the next business day. If you do not allow sufficient time, you assume full responsibility for any late payments, finance charges or service fees that may be imposed as a result of your failure to transmit a timely Bill Pay authorization. The Credit Union reserves its right to change the cut-off time upon reasonable notice to you.

By scheduling a payment through Bill Pay, you authorize the Credit Union to debit your Checking Account and remit funds on your behalf. You certify that your Checking Account is an account from which you are authorized to make payments and any payment you make will be debited from this account. You also authorize the credit of any returned payments by using the Bill Pay Service. The service will use its best efforts to make all of your payments properly.

### **ALERTS**

With Bill Pay Alerts, you can ask us to send you automated messages about your account to your email address or to your mobile device. Each Alert becomes effective after you setup and activate it in the Alerts menu. There may be some Alerts that are automatically generated by the Bill Pay system.

You can manage the types of your Alerts, and you can suspend or stop certain Alerts at any time. However, there may be some Alerts generated automatically by the Bill Pay system that you cannot suspend or stop. We reserve the right to change the types of Alerts available or terminate Alert service at any time without notice to you. Please be aware that Alerts are not encrypted, so anyone with access to your e-mail or mobile device will be able to view your Alerts and their contents. Depending upon which Alerts you select, they may include information such as when a payee is added or changed, if a payment is unsuccessful, or other payment/payee-related information.

Alert information may also be subject to time lags and/or delays. We do not guarantee the delivery, timeliness nor accuracy of any Alert, whether within or outside our control. In requesting Alerts, you agree that the Alert service is a courtesy to you, and as such Credit Union of Denver will not be liable for any delays, failure to deliver, or misdirected delivery of any Alert; any errors in Alert contents; or any actions you or anyone else may take or not take in reliance on an Alert.

Alerts are sent to the email address and mobile device number you specify. If you change your email address or mobile device number, you are responsible for informing us of the change.

### **OVERDRAFT PROTECTION FOR BILL PAY**

Whenever your checking account balance is insufficient to make payments to your payee, we will advance funds from your overdraft sources to your checking account to clear these items. We will advance whatever amount is possible in increments established by the Credit Union. We reserve the right to process all incoming debit items in any order and at any time we determine. We have no obligation to advance or transfer funds if at the time of a needed advance or transfer:

- You have reached your monthly transfer limit;
- You have reached your Overdraft Line-of-Credit Loan limit and there are insufficient funds available in your overdraft sources;
- Your Overdraft Line-of-Credit has been closed;
- You are in default of your Overdraft Line-of-Credit Loan as governed by your Loan Agreement or if you are in default on any other obligation at the Credit Union;
- Your Checking account has been closed; and/or
- We determine in our sole and absolute discretion that the advance or transfer is unlikely to be repaid by you or presents a risk of loss to the Credit Union.

You agree to pay us all funds advanced from your Overdraft Line-of-Credit Loan under this agreement and your Loan Agreement in file, plus any FINANCE CHARGE imposed thereon and such service charges and fees as we may impose from time to time to clear or return debit items presented to us for payment from your account. Please see your Overdraft Line-of-Credit Loan documents or other loan agreements, with us, for disclosures and other terms and conditions governing such agreements.

### **FEES**

The Bill Pay Service is free.

The 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.

Some Bill Payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Funds Transfer Agreement available in the Membership Book located at <https://www.cudenver.com/disclosures> which discloses important information concerning your rights and obligations.

Please refer to the Rate & Fee schedule at <https://www.cudenver.com/disclosures> for other applicable fees.

### **RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS PERIODIC STATEMENTS**

Statements will be provided monthly which reflect Bill Pay transactions.

### **NO RECEIPTS**

No receipts will be mailed for Bill Pay transactions.

### **SECURITY OF PASSWORD AND ACCESS CODE**

To access the Bill Pay Service you will need to register and login to cudonline online banking service (using the user id and password associated with the service) and then click on the

Bill Pay link. You are solely responsible for controlling the safekeeping of and access to your password. You agree not to disclose or otherwise make your Password(s) available to anyone not authorized to sign on your accounts. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you permit other persons to use the service or your password, you are responsible for any transactions they authorize. If you fail to maintain the security of these Password(s) and the Credit Union suffers a loss, we may terminate your electronic services. If you want to terminate another person's authority, or if you believe your password has been lost or stolen, you must notify Credit Union of Denver at once by calling 303.234.1700 or 1.800.279.3288 and arrange to change your password

### **Cancelling or Changing Payments**

Bill payment transfers you schedule and initiate under the bill payment option of our online banking product are not considered pre-authorized electronic funds transfers under the Electronic Funds Transfer Act. You may stop any bill payment transfer you schedule through the Bill Pay service at any time prior to the cut-off time, currently 12:00 a.m. (MST) on the business day the bill payment is going to be initiated.

### **CONSUMER RIGHT TO STOP PAYMENT AND PROCEDURE FOR DOING SO**

The payments can be cancelled or changed through online banking prior to our cut-off time, which is currently 12:00 a.m. Mountain Standard Time (MST).

If a Bill Pay transaction that is paid by check has not been received by the payee after the date the payment was due to arrive and be posted, you may call the Credit Union to request that the payment be researched. Payments may be stopped beginning ten (10) Business days after the date the payment was issued. You may request that the check payment be stopped, and your account be reimbursed.

### **CREDIT UNION RIGHT TO STOP PAYMENT**

Certain Bill Payments may be deemed suspicious by Credit Union of Denver and/or third parties we work with to provide this service to you. When this occurs, we will attempt to contact you to verify that you authorized the suspect transaction. It is critical that you promptly make every effort to contact us during business hours so that we can ensure that transactions authorized by you may be completed, without delay, on the date specified. If we are unable to reach you in our initial communication the Bill Payment may be stopped. You agree that we have the right to communicate with you via phone or any other method of contact at our disposal that we may choose at our discretion. It is your responsibility to ensure that you maintain current contact information on file for your account.

Credit Union of Denver reserves the right to request that Stop Payment Requests for Bill Pay Transactions be submitted in writing.

### **Returned Payments**

In using the Bill Pay Service, you understand that the payee and/or the United States Postal Service may return payments for various reasons, such as, but not limited to: invalid address; invalid payee account number ; the payee is unable to locate account; or the payee account is paid in full. The Credit Union will use its best efforts to research and correct the returned payment or void the payment and credit your Checking Account. In the event of such action, you may receive notification from the Credit Union.

### **CONSUMER LIABILITY**

You are responsible for all transactions you authorize using Bill Payment Services under this Agreement. If you permit other persons to use your Bill Payment Service or Password, you

are responsible for any transactions they authorize or conduct on any of your accounts, even if that amount exceeds what you have authorized.

If you believe that someone has debited or transferred or may transfer money from your account without your permission, or if you believe that your account has been compromised in some fashion, or if you believe your Password has been lost, stolen or compromised call us or write us immediately.

If you permit someone to have access to your Password and that person uses your Password, we will treat this as though you have authorized the person to use your Password. You must then give us written notice revoking the person's authority to use your Password, and this notice will only be effective as to transactions made after midnight on the next business day following the business day on which we received the written notice. You will be liable for fraudulent use of your Password on your account in any situation where we can demonstrate that you acted alone or with others in an attempt to defraud us.

If your periodic statement shows an unauthorized transfer, or if you identify any errors or discrepancies in your statement or transaction record, or if you need any information about a transaction listed on the statement or transaction record please notify us at once. If you do not tell us within sixty (60) days after the statement was mailed to you or when your eStatement was made available for your review on our website, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from doing the transfers / transactions if you had told us in time. You must notify the credit union within sixty (60) days after we have sent the first statement on which the problem or error appeared or when your eStatement was made available for your review on our website. If we do not receive notification within the sixty (60) days and obtain completed documents and affidavits necessary to investigate your claim, you may face unlimited liability for all unauthorized transfers made after the sixty (60) day period and before notice is given to the credit union. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

To report unauthorized activity:

Call: **(303) 239-1150 or (800) 279-3288**

Or Write: **Credit Union of Denver  
PO Box 261420  
Lakewood, CO 80226-9420**

**When you report a problem or discrepancy for BILL PAY Transactions, please:**

- Tell us your name and the number of the account used to pay the bill.
- Tell us the applicable payee name and account number.
- Tell us the date the payment was sent and the payment amount.
- Tell us the bill pay confirmation number.
- Arrange to complete and submit to the Credit Union all required documents and affidavits within the required time frames (as applicable).

#### **CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS**

If we do not complete a transfer to or from your account on time and in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, there are some exceptions. By way of example, we will not be liable if for instance:



- Through no fault of the Credit Union, you do not have enough money in your Checking account or sufficient funds to make the transfer, and the transaction would exceed the credit limit of your overdraft account; and/or
- We were unable to contact you to verify that a Bill Payment was authorized by you; and/or
- You have reached your monthly transfer limit; and/or
- Your account is "frozen" because of a court order or otherwise; and/or
- A legal order prohibits withdrawals from your account; and/or
- If you have used your Password in an incorrect manner; and/or
- Your Password has been reported lost, stolen, or compromised; and/or
- You used the wrong Password and the transaction could not be completed; and/or
- The system is unavailable due to system maintenance; and/or
- You used the wrong Password, or you have not properly followed any applicable instructions for making transfer and payment transactions; and/or
- The error was caused by a system beyond our control, such as your Internet Service Provider, any computer virus, or problems related to software not provided by the Credit Union; and/or
- The transfer would violate another agreement between you and the Credit Union; and/or
- The transfer would cause your line of credit overdraft loan or other loan to exceed the approved limit or if you are delinquent on any loan payments; and/or
- You have not given us, or another party, complete, correct, and current instructions regarding name, phone number, or account information so the Credit Union can process a transfer, payment, or bill payment; and/or
- We make a timely bill payment, but the payee does not credit your payment promptly after receipt; and/or
- The Bill Pay Payee is not already an existing payee in the Bill Pay System (Only Applies to Mobile Banking); and/or
- The payee mishandles or delays a payment sent by the service; and/or
- Circumstances beyond the control of the Bill Pay Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Bill Pay Service has taken reasonable precautions to avoid those circumstances; and/or
- The payment-processing center is not working properly, and you know or have been advised by the Bill Pay Service about the malfunction before you execute the transaction; and/or
- There are other reasons or exceptions preventing us from processing your transaction as you instructed; and/or
- There are other reasons as established by us from time to time.

You agree to have available collected funds on deposit in the Checking account in amounts sufficient to pay for all Bill Payments requested, as well as, any other payment obligations you have to the Credit Union. The Credit Union reserves the right, without liability, to reject or reverse a Bill Payment 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 the Credit Union has not exercised its right to reverse or reject a Bill Payment, you agree to pay for such payment obligations on demand. You further agree the Credit Union, at its option, may charge any of your accounts with the Credit Union to cover such payment obligations.

### **BILLING ERRORS**

In Case of Errors or Questions About Your Electronic Transfers telephone us at 303.239.1150

or 800.279.3288, or write us at Credit Union of Denver, P.O. Box 261420, Lakewood, CO 80226-9420 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.

- Tell us your name and account number (if any).
- 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.
- Tell us the dollar amount of the suspected error.

If you tell us verbally, 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 ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (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, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to twenty (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.

#### **TERMINATION OF BILL PAY AGREEMENT & CHANGES IN TERMS**

The Credit Union reserves the right to terminate this Agreement or the Bill Pay service, at any time, for any reason, including but not limited to: if you, or any unauthorized user of your account breach this agreement with us, or if we have reason to believe that there has been an unauthorized use of the Bill Pay service.

You or another party on your account can terminate this Agreement by notifying us in writing. The Credit Union is not responsible for any fixed payment made before the Credit Union has a reasonable opportunity to act on your termination notice. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this agreement for transactions initiated prior to termination.

**CHANGES IN TERMS:** The Credit Union reserves the right to make changes to 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 of our website, or as otherwise permitted by law.

#### **NOTICES**

We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any



change, as required by regulation. Use of any EFT Service is subject to existing regulations governing the credit union account and any future changes to those regulations.

### **THIRD PARTY TRANSACTIONS & DISCLOSURE OF INFORMATION**

It is the Credit Union's 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 ONLY in the following situations:

- Where it is necessary for completing transactions; and/or
- Where it is necessary for activating additional services you authorize; and/or
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee; and/or
- To a consumer reporting agency for research purposes or to report the facts concerning a failed or returned transaction; and/or
- In order to comply with a governmental agency or court orders; and/or
- If you give us your written permission; and/or
- To business partners when deemed necessary to provide competitive products and services to our members; and/or
- In accordance with Credit Union of Denver's privacy policy; and/or
- As is otherwise provided to comply with the law, government agencies, or court orders.

### **Virus Protection**

The Credit Union is not responsible for any electronic virus or other system difficulties or interruptions that you may encounter using Online Banking Services. We encourage you to routinely scan your computer 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**

In addition to the terms previously disclosed, the Credit Union is not responsible for any losses, errors, injuries, expenses, claims, attorneys fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, Losses) caused by Online Banking or the use of the Online Banking Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by Institution or one of its suppliers. In addition, the Credit Union disclaims any responsibility or liability for any electronic virus(es) you may encounter after installation of such software or use of Online Banking or the Online Banking Services. Without limiting the foregoing, neither the Credit Union nor its suppliers 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. The Credit Union and its suppliers provide Online Banking and the Online Banking Services from their own sites and they make no representation or warranty that any information, material or functions included in Online Banking or the Online Banking Services are appropriate for use by you in your jurisdiction. If you choose to use Online Banking and/or the Online Banking Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither the Credit Union nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Online Banking, the Online Banking Services, or contained in any third-party sites linked to or from

the Credit Unions website. **THE CREDIT UNION MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF ONLINE BANKING, ONLINE BANKING SERVICES, BILL PAY SERVICES, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. THE CREDIT UNION DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.**

#### **Indemnification**

By your use of the Bill Pay Service, you agree to indemnify, defend and hold harmless the Credit Union and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any losses, costs, damages or liability arising out of: (i) your negligence; (ii) your failure to comply with applicable law; (iii) your failure to comply with the terms of this Agreement; (iv) the acts of anyone acting under your instructions; or (v) the acts of any third party over whom the Credit Union has no control.

#### **Additional Remedies**

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

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

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the State of Colorado, U.S.A., as well as the federal laws of the U.S.A. You acknowledge and agree to be bound by the dispute resolution provisions of the Membership and Account Agreement, including but not limited to the arbitration and waiver of class action. If there is any conflict between the terms of this Agreement and the Membership and Account Agreement, the Membership and Account Agreement shall control.

#### **Assignment**

The 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 the 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 the Credit Union, other than the Applicable Rules, Laws and Regulations, as set forth above, this Agreement will control.

#### **Waiver**

The Credit Union 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 the Credit Union of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

#### **Force Majeure**

Neither party 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. Either party 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.

### **ENFORCEMENT**

You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement or any claim or dispute arising hereunder shall be construed in accordance with and governed by the Laws of the State of Colorado which law together with specifically applicable federal laws govern this Agreement unless specifically applicable law expressly requires otherwise. Our website and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices within the State of Colorado. While you may choose to access our website and electronic services from other locations, we make no representation that any information, materials, or functions included in our website or via our electronic service are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations. Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any provision of this Agreement. If any law or judicial ruling renders any term or condition of this Agreement unenforceable, the remaining terms and conditions shall remain in full force and effect. We reserve the right to waive enforcement of any of the terms set forth in this Agreement regarding any Transaction or series of Transactions. Any such waiver will not affect our right to enforce any of our rights with respect to any owner, user, or other applicable person/party; or to enforce any of our rights with respect to other Transactions. Any such waiver shall not modify the terms and conditions of this Agreement.

Transactions involving a loan will not alter the terms or conditions of the loan agreement(s) but will remain subject to the terms and conditions of this Agreement where not inconsistent with the loan agreement. In the case of any conflict, the loan agreement will govern.

### **CREDIT UNION'S RIGHT TO INVESTIGATE**

It is agreed that it is critical to the Credit Union and its members that the Credit Union have full rights to investigate all transactions, methods and means of making transactions to protect its members and the Credit Union. Therefore, it is agreed that upon notification of any claim of error, unauthorized transaction(s) or other notification related to or arising from any transaction(s), methods or means of making transactions the Credit Union shall have full rights of investigation to extend to all persons, means and methods of making transactions. It is expressly agreed that this shall specifically include the right to inspect and scan a member's or user's access device(s); and to report the Credit Union's findings of such investigation to all owners and/ or users.

### **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.

**I HAVE READ AND UNDERSTAND THE FOREGOING BILL PAYMENT AGREEMENT  
AND AGREE TO BE BOUND BY ALL ITS TERMS.**

I understand if I don't pay any bills through the Bill Payer service for three consecutive months that my Bill Payer account will be classified as inactive and subject to closure without notice.