

# **Bill Pay Agreement**

#### Definitions

"Account" means the required Alliant checking account required for use with Alliant Bill Pay.

"Alliant," "Our," "Us," and "We" mean Alliant Credit Union.

"Bill Pay," "Bill Pay Service," and "Service" mean Alliant Credit Union's bill payment and presentment services offered through Alliant mobile app and online banking at https://www.alliantcreditunion.org.

"Bill Pay Services Correspondence" means Bill Pay Agreement, disclosures, change in terms, bill pay alerts and notifications.

"Biller" means the individual, business or other entity to which you intend to send a Payment through the Service and to whom you authorize Alliant Credit Union to remit Payments on your behalf through the Service.

"Courtesy Pay" is a service that members may opt in to for their Alliant Accounts. If you opt in, at our discretion, we'll cover checks, electronic payments, and transfers that won't clear due to insufficient funds, helping you avoid the hassle and expense of declined transactions.

"Deliver Date" means the date indicated in the Service that we estimate the Biller will receive payment for a Bill Pay scheduled through the Service.

"Send Date" means the date the funds are debited from the user's Account for electronic deposits. For bill pays by check, this date means the date the check is sent to the Biller.

"Overdraft Protection" is a service that members may opt in to for their Alliant Accounts. If you opt in, we will honor checks, ACH debits, Bill Pay items, and debit card transactions drawn on your insufficient available balance. We will do so by transferring funds from another deposit or loan account, as you have directed under the Overdraft Protection plan agreement or per the terms of your applicable loan account, and in accordance with the Account Agreement and Disclosures.

"Payment" means the specific single instance of a one-time payment or a specific instance of a recurring payment, as the case may be. All Payments shall be made in U.S. dollars.

"Payment Instruction" means the Biller and Payment information that you or your authorized user provides to instruct Alliant and Service Provider to initiate a Payment to a Biller. By providing us with this information, you authorize us to follow the information entered and to make Payment(s) to the Biller(s) you designate.

"Prohibited Payments" means the following types of payments, which you are prohibited from making through the Service: (1) tax payments and other governmental fees; (2) court-ordered payments, alimony and child support payments; (3) payments to Billers outside of the United States; (4) payments to loan sharks or to other gambling debts; and (5) payments otherwise prohibited by law.

"Service Provider" means the associated third party with whom Alliant Credit Union has contracted to provide the processing of bill payments and related transactions.

"Withdrawal Date" means the date that funds are debited from your account to pay a bill scheduled through the Service for bills that are paid electronically

"You" or "your" means each person who is authorized to use the Bill Pay Service.

## Bill Pay Overview

You may access our Bill Pay Service through Alliant Online Banking or the Alliant Mobile Banking App. Bill Pay allows you to schedule payments through the Internet for current, future, and recurring bills from your Account. You may use Bill Pay to direct us to make payments from your designated Account to the Billers you choose in accordance with this Agreement.



To subscribe to Bill Pay, you must designate a specific Account to process your Bill Pay transactions through.

You can use the Bill Pay Service to make payments to almost any Biller you want, including local service providers, utilities, credit cards, or to make mortgage or loan payments, or charitable donations, etc.

The terms and conditions of this Agreement are in addition to the agreements, disclosures and other documents in effect from time to time governing your accounts with Alliant, including the Account Agreement & Disclosures.

## Bill Pay Processing Timelines

You may schedule Bill Pays any time the service is available. Processing begins at 7 p.m. Central Time on Monday through Friday. The earliest possible Send Date and Deliver Date will be displayed in the 'Pay A Bill' screen for each payee. For recurring electronic payments, if the Deliver Date would fall on a Saturday or Sunday, the Deliver Date will be the business day preceding that Saturday or Sunday or federal holiday (ex: for a Deliver Date that would fall on Sunday June 26<sup>th</sup>, the Deliver Date will be Friday, June 24<sup>th</sup>). You will receive notification of when the payment will be delivered 5 days prior to the date that the payment is scheduled to be delivered.

We advise you to allow sufficient time for the Biller to receive and process the payment. For mailed checks, 7-10 business days should be allowed. For electronic payments, 3-5 business days should be allowed.

We will not process any bill pay transfer if the required transaction information is incomplete. For electronic payments we will withdraw the designated funds from your Alliant Account for bill pay transfer up to two business days prior to the Deliver Date. For payments made by check, the funds will be withdrawn on the date that the funds clear after the Biller presents the check for payment. We cannot guarantee the time that any payment will be credited to your account by the vendor. There is no limit on the number of bill pays per day (subject to the limitations on dollar amounts of transfers described herein).

#### Payment Limits

- (1) Account access. You may use your Bill Pay to pay bills directly from your Account in the amounts and on the days you request.
- **(2) Limitations on dollar amounts of transfers.** You may initiate Bill Pays up to \$20,000 per Biller, and \$30,000 total per day.

#### Fees

There are no charges for enrollment into the Service or using the Service.

There may be charges for additional services and requests. Please see our Fee Schedule for more information. There will be no charge for any item if needed to correct a Service error.

## Canceling or Editing Payments

You may cancel or edit any pending payment by following the directions within the Service. There is no charge for canceling or editing a Pending Payment. Once the Service has begun processing a payment, you cannot cancel or edit the payment through the Service.

You may attempt to cancel a payment after the Service has begun processing a payment by submitting a stop payment request over the phone or via a secure message in online or mobile banking. Our ability to successfully stop payment depends on how the funds were remitted to the Biller and the elapsed time since the Payment began processing. We will make reasonable efforts to stop payment per your request, but we will not be liable if we are unable to stop payment.

### Our Liability if We Do Not Properly Complete a Bill Pay Transfer

If we do not properly complete a bill payment made through the Service on or before the "Deliver Date," we will pay any late fees or finance charges up to two hundred and fifty dollars (\$250.00) directly caused by a delay or error on our part.

If you order a stop payment on a check in accordance with the instructions outlined within the section above and we fail to do so, we will also pay any related late fees or finance charges, as long as we are provided sufficient time to stop the payment and you provide us with accurate information about the payment.

Our liability does not cover charges, fees, or other consequences caused by you or payment processing delays not caused by us or within our control, including but not limited to, if:

- You do not schedule a Payment correctly;
- You schedule a duplicate Payment Instruction;

- You schedule a Prohibited Payment;
- Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that have been taken;
- Your account with the Biller was already past due or in default before the "Deliver Date";
- A third party fails to properly transmit payment to an intended Biller;
- A Biller fails to properly apply the payment to your account once delivered;
- There are insufficient available funds or credit availability in your Bill Pay payment account and/or a linked Overdraft Protection plan on the "Withdrawal Date";
- A legal order directs us to prohibit withdrawals from the Bill Pay payment account;
- The payment was misrouted or delayed because the information you provided for the Biller was incorrect or incomplete:
- The Bill Pay payment account is closed or frozen; or
- Any part of the electronic funds transfer system is not working properly.

Our liability also does not cover indirect, special, or consequential damages arising out of the use of the Bill Pay service. We do not recognize "Grace Periods," "Late After," "Postmarked By" dates, or other similar designations when considering the reimbursement of late fees or finance charges.

Bill Pay should not be used to transfer or deposit funds into a checking, savings, brokerage, or other deposit type of account at another financial institution. We can't guarantee correct delivery or routing, and our Bill Pay Payment liability does not cover this type of transfer.

If we reasonably suspect fraud of any type relating either directly or indirectly to your account or a bill payment, we may take action, which may include, without limitation, canceling the payment.

Alliant's Bill Pay payment liability does not cover Bill Payments if you fail to promptly notify us after you learn that you have not received credit from a Biller for a Bill Payment.

We and/or Service Provider and its suppliers provide the Service from our own sites and make no representation or warranty that any information, material or functions included in the Service are appropriate for use by you in your jurisdiction. If you choose to use the Service, you do so on your own initiative. Neither Alliant nor the Service Provider nor any of its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of the Service, or contained in any third-party sites linked to or from our and/or Service provider's websites. WE AND SERVICE PROVIDER MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF THE SERVICE, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. WE AND SERVICE PROVIDER DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

Alliant's Bill Pay Payment liability does not cover charges, fees, or other consequences if Alliant does not have responsibility or liability pursuant to any other provisions of this Agreement, or any other Agreements that you have with Alliant.

#### Disclosure of Information to Third Parties

We may disclose information to third parties about your account or the transfers you make via Bill Pay in accordance with the "ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE" section in the Account Agreement and Disclosures.

## **Error Resolution**

In Case of Errors or Questions About Your Bill Pay: Contact us 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 receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. To file a dispute contact us by:

- Calling toll-free: 800-328-1935 (24/7) or +1-773-462-2000
- Writing via U.S. Mail: Alliant Credit Union, PO Box 66945, Chicago, IL 60666-0945. Include: (1) Name and account number (2) 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, (3) Dollar amount of the suspected error.
- · Logging into Alliant Online Banking and filing a dispute (for debit and savings ATM card(s) only)

If you tell us orally, we may require that you send us your complaint or question in writing within ten (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 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 investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts 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 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 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.

#### Your Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your password has been compromised, or if you believe that a Bill Pay has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account, and if you have Overdraft Protection on your Account, you could also lose all the money in any accounts linked through Overdraft Protection. If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your Bill Pay without your permission.

If you do NOT tell us within two (2) business days after you learn of the unauthorized use of your password, and we can prove we could have stopped someone from using your Bill Pay without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make or which were not authorized by you, tell us at once. If you do not tell us within sixty (60) days after receipt of your statement, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods for a reasonable time.

#### Contact in Event of Unauthorized Activity

If you believe your password has been compromised, call: 800-328-1935 or write: Alliant Member Payment Operations, P.O. Box 66945, Chicago IL 60666.

You should also call the number or write to the address listed above if you believe a Bill Pay has been made using the information from your Bill Pay check without your permission.

#### Documentation

Bill Payments will be recorded on your periodic statement. Refer to Section "6. RIGHT TO RECEIVE DOCUMENTATION" in the Electronic Funds Transfer (EFT) section of the Account Agreement and Disclosures for a summary of your right to periodic statements and other documentation for your account linked to Bill Pay.

#### **Electronic Delivery**

By receiving your Bill Pay Services Correspondence electronically, you acknowledge that you will not receive a hard copy of these documents.

You have the right to withdraw your consent to conduct business electronically. If you select this option, your access to electronic banking (including Bill Pay) will be terminated. You may withdraw your consent by contacting us at 800-328-1935.

If you would like to receive a paper copy of your Bill Pay Services Correspondence, please send us a secure message through online or mobile banking. We may charge a Document Copies fee, as outlined on the Fee Schedule, to obtain copies of Bill Pay Services Correspondence or other documents.

#### Overdraft Protection and Courtesy Pay

If you opt into Overdraft Protection for your Alliant Account, we will honor Bill Pay items drawn on your insufficient Account available balance by transferring funds from another deposit or loan account, as you have directed under the Overdraft Protection plan agreement or per the terms of your applicable loan account, and in accordance with the Account Agreement and Disclosures.

If you have Courtesy Pay on your Alliant Account, it will be implemented as a source to cover overdraft bill pay items when payment is sent via check, but not when payment is sent electronically.

If an item is presented for payment and there are not sufficient funds in your account to pay it, the first source of funds to pay that item will be the source you have previously designated for overdraft events (e.g., checking, savings, supplemental savings, or line of credit). Each source will be used thereafter in the order you have designated. If all sources are exhausted and there still are not sufficient funds, or the amount presented as an overdraft exceeds the amount within the designated overdraft protection account(s), if applicable to the account, Courtesy Pay will always be the last source utilized in your overdraft priorities. If the amount of the item presented for payment exceeds the total of all available overdraft sources, the item will be returned as non-sufficient funds (NSF).

### **Business Days**

For purposes of this Agreement, our business days are Monday through Friday, excluding federal holidays.