

## SPIRE Bill Payment Agreement & Disclosure

This SPIRE Bill Payment Agreement and Disclosure ("Agreement") governs the use of SPIRE Credit Union's bill payment services including SPIRE Digital Banking or External Transfer Services ("Services") provided by SPIRE Credit Union ("SPIRE"). The terms and conditions of this Agreement supplement the SPIRE Digital Banking Agreement and Disclosure and your existing Account Agreements and Disclosures governing your accounts with SPIRE.

### Definitions

The words "account" and "accounts" mean the SPIRE account in which you are either the owner or joint owner.

The words "you," "your," and "yours" mean the person(s) using the Service.

The words "we," "our," "us," and "Credit Union" mean SPIRE Credit Union.

"Business day" means every day, excluding Saturdays, Sundays, and federal holidays.

"Service" means the bill payment service offered by SPIRE.

"Biller" is 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, as the case may be.

"Payment Instruction" is the information provided by you to the Credit Union for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the following Business Day.

"Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

### Payment Scheduling

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day to ensure the payment is received on time. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

Depending on the method of payment, your Payment Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a check, the check arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the check, your Payment Account may be debited earlier than the Scheduled Payment Date.

### The Service Guarantee

Due to circumstances beyond the control of the Credit Union, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Credit Union will bear responsibility for any late payment related charges up to \$50.00 per event should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

### Payment Authorization and Payment Remittance

By providing the Credit Union with names and account information of Billers to whom you wish to direct payments, you authorize the Credit Union to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Credit Union may edit or alter payment data or data formats in accordance with Biller directives.

When the Credit Union receives a Payment Instruction, you authorize the Credit Union to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Credit Union to credit your Payment Account for payments returned to us by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Credit Union will use its best efforts to make all your payments properly. However, the Credit Union shall incur no liability and any Service Guarantee shall be void if the Credit Union is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Credit Union, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Credit Union about the malfunction before you execute the transaction;
3. You have not provided the Credit Union with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Credit Union (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Credit Union has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Credit Union causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Credit Union shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges up to \$50.00 per event.

## Payment Methods

When making a payment you will select one of the following options:

- ◆ Standard Electronic
- ◆ Standard Check
- ◆ Rush Electronic (additional fees will apply)
- ◆ Expedited Check (additional fees will apply)

The Credit Union reserves the right to change the method in which to remit funds on your behalf to your Biller. Funds remitted to the Biller by check are deducted from your Payment Account when the check is presented to the Credit Union for payment.

### No Signature Required

When any payment or other online Service generates items to be charged to your Payment Account, you agree that we may debit your Payment Account without requiring your signature on the item and without prior notice to you.

## Limitation on Frequency and Dollar Amounts

We do not limit the number of payments you may make. You may not make payments in excess of dollar limits which may vary based on the payee type or a combination of your average balances, relationship and history with SPIRE. For security and risk management reasons, we may modify the dollar limits from time to time. These limits are solely for the protection of the Credit Union.

## Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Credit Union has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted (additional fees will apply).

## Stop Payment Requests

The Credit Union's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Credit Union may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. If you desire to stop any payment that has already been processed, you must contact Customer Service at 1-651-215-3500. Although the Credit Union will make every effort to accommodate your request, the Credit Union will have no liability for failing to do so. The Credit Union may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable Consumer or Business Service Fee disclosure.

## Prohibited Payments

Payments to Billers outside of the United States or its territories are prohibited through this Service.

## Exception Payments

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Credit Union be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Credit Union has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Credit Union.

## Bill Delivery and Presentment

Some managed payees have an eBill relationship with the Service. Once these managed payees are added you will have the option to register for eBills.

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

### Information provided to the Biller

The Credit Union is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting 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 Credit Union may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about service and/or bill information.

### Activation

Upon activation of the electronic bill feature the Credit Union may 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. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the 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.

### Authorization to obtain bill data

Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

### Notification

The Credit Union will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Credit Union may send an e-mail notification to the e-mail 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 logon to 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.

### **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 Credit Union will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

### **Non-Delivery of electronic bill(s)**

You agree to hold the Credit Union 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.

### **Accuracy and dispute of electronic bill**

The Credit Union is not responsible for the accuracy of your electronic bill(s). The Credit Union is 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 addressed with the Biller directly.

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

### **Exclusions of Warranties**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **Password and Security**

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Credit Union at once by calling 888-347-7473 during customer service hours.

### **Your Liability for Unauthorized Transfers**

Tell us AT ONCE if you believe that an electronic fund transfer 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 (plus your maximum overdraft line of credit). If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account WITHOUT your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we

can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly Credit Union statement contains transfers that you did not authorize, you must tell us at once. If you fail to report any irregularities, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies reflected on your statement within sixty (60) days of the date we sent the statement to you, we will not be responsible for your loss.

## Errors and Questions

In case of errors or questions about your transactions, you should notify us as soon as possible via one of the following methods:

SPIRE Credit Union  
PO Box 130670  
Roseville, MN 55113

Phone: 651-215-3500  
Toll Free: 888-347-7473

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

Tell us:

1. Your name and how to contact you
2. Payment Account number;
3. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
4. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to ninety (90) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. Upon completion of our investigation we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Credit Union may revoke any provisional credit provided to you if we find an error did not occur.

## 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 ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

## Service Fees and Additional Charges

Currently this Service is free. At The Credit Union's sole discretion, the fee may be adjusted in the future after you have received at least thirty (30) days' notice. If you agree to the fee change, your continued use of the Service will constitute acceptance. Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Credit Union to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

## Failed or Returned Transactions

In using the Service, you are requesting the Credit Union to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Credit Union immediately upon demand the transaction amount that has been returned to the Service;
2. You will reimburse the Credit Union for any fees imposed as a result of the return;
3. You will reimburse the Credit Union for any fees it incurs in attempting to collect the amount of the return from you; and,
4. The Credit Union is authorized to report the facts concerning the return to any credit reporting agency.

### Alterations and Amendments

This Agreement, applicable fees and service charges may be altered or amended by the Credit Union from time to time. In such event, the Credit Union shall provide notice to you. Any use of the Service after the Credit Union provides you a notice of change will constitute your agreement to such change(s). Furthermore, the Credit Union may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Credit Union reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Credit Union's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

### 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, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Tips files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Credit Union is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

### Service Termination, Cancellation, or Suspension

In the event you wish to cancel the Service, you may contact Customer Service via one of the following methods:

SPIRE Credit Union  
PO Box 130670  
Roseville, MN 55113

Phone: 651-215-3500  
Toll Free: 888-247-7473

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Credit Union may terminate or suspend Service to you at any time. In the event the Service is not utilized and there are no transactions processed for twenty-four (24) consecutive months, the Service will be suspended. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

### Biller Limitation

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Credit Union will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.



## Returned Payments

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Credit Union for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number not valid; Biller is unable to locate account; or Biller account paid in full. The Credit Union will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Credit Union.

## Information Authorization

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Credit Union may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Credit Union reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Credit Union reserves the right to obtain financial information regarding your account from a Biller or other financial institution (for example, to resolve payment posting problems or for verification).

## Disputes

In the event of a dispute regarding the Service, you and the Credit Union agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Credit Union which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Credit Union relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Credit Union says regarding the terms of this Agreement, the written terms of this Agreement will prevail.

## No Unlawful or Prohibited Use

As a condition of using the Service, you warrant to us that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation, including the sanctions laws administered by the Office of Foreign Assets Control (OFAC). You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Credit Union.

## Assignment

You may not assign this Agreement to any other party. The Credit Union may assign this Agreement to any future, directly or indirectly, affiliated company. The Credit Union may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

## No Waiver

The Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by a Credit Union Executive Officer. No delay or omission on the part of the Credit Union in exercising any rights or remedies shall operate as a waiver of such rights or remedies or

any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### **Captions**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

### **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflicts of law's provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE THE CREDIT UNION'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE CREDIT UNION BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

Copyright 2020. Spire CU.