

Hermantown Federal Credit Union "BILL PAY" Application

BILL PAY

I would like to pay bills from the following checking account(s):

Checking Account #: _____ Checking Account #: _____

PLEASE READ BEFORE SIGNING

I would like to enroll in the HFCU ONLINE Bill Payment service. I understand that I will be responsible for entering in the payee of such payments, the scheduled pay date, the checking account to be used for bill payment and the availability of funds in my account. I understand that any payment made without sufficient funds in my account may be returned and my account will be charged overdraft fees. I also understand that electronic bill payment may take the form of a check and may take up to 7 days to reach the payee. HFCU is not liable for late charges or other penalties associated with late receipt of my payment by the payee other than that liability described on page 3 of the Bill Pay Agreement and Disclosure Statement -- see "Limitation of Liability". I understand that non reoccurring use of this service may result in termination of such service. If at any time I desire to discontinue ONLINE Bill Payment, I may do so by contacting HFCU by phone at 218-729-7733 or by mail to Hermantown Federal Credit Union 4477 LaVaque Rd. Attention: ONLINE Bill Payment.

By indicating above that you would like to enroll in Bill Pay, and by signing below, you as the primary member agree to the same terms stated above and acknowledge receipt of the ONLINE Bill Pay Agreement and Disclosure statement.

Primary Member Signature _____ **Date:** _____

Please return signed agreement to your nearest HFCU Office

Or mail to: Hermantown Federal Credit Union, 4477 LaVaque Rd. Hermantown MN. 55811

Or Fax 218-729-7978

FOR CU USE ONLY:

Employee Name: _____ **Date:** _____

Online Bill Payment _____ **Entered by:** _____

Checking _____ **Check Privilege** _____ **Online Banking** _____ **Current Contact Info** _____ **All Accounts in good standing** _____

Hermantown Federal Credit Union

Bill Payment Agreement & Disclosure

Access- Hermantown Federal Credit Union is generally available 24 hours a day, seven days a week, except for reasonable periods from time to time for system maintenance. We are not liable under this agreement for failure to provide access due to a system failure or due to other unforeseen acts.

Fees and Charges for Hermantown Federal Credit Union Transactions

- There is a \$5.00 per month per account charge for the HFCU Bill Payment service or transactions.
- However, fees and charges for other services (see fee schedule) may apply to HFCU transactions (including but not limited to fees for processing insufficient funds items and stop payment orders)
- Authorized payments returned or if your account has insufficient funds to process the transaction the total dollar amount per payment may be added to your personal line of credit balance

Eligibility: Is based on members' relationship(s) and the ability to pay and may include:

- 1) Account holder has met qualifications for a checking account.
- 2) Account holder has satisfied the minimum waiting period of 60 days
- 3) Account holder is at least 18 years old
- 4) Account is not classified as dormant
- 5) Account has a current mailing address
- 6) Account has no Hermantown Federal delinquency of 30 or more days
- 7) Account must have active online banking account
- 8) Account has established Check Privilege
- 9) Account has a minimum line of credit of \$1,000.00
- 10) The maximum payment allowed will be \$500.00

Bill Pay

1. Account Designation and Third Party Payees. Any bill payments (the "Bill Payments") you make or authorize may be deducted from your checking account on the scheduled initiation date on which the Bill Payment will be made (the "Initiation Date"). You may utilize the Service to make Bill Payments. Every Bill Payment must be payable in U.S. Dollars and made payable to a payee located in the United States. Additional fees, fines, penalties or other losses associated with Bill Payments to those payees, which are delayed or improperly addressed or credited are your sole responsibility.
2. Processing. Funds may be deducted from your Checking account for Bill Payments on the Initiation Date entered by you. Bill Payments are delivered to payees within [7] business days of the Initiation Date. On the initial payment per merchant our service will send a check from you, which may take [7] business days to process and deliver to the payee. After that if the merchant is set up to accommodate electronic transactions the payment process will default to the electronic method. HFCU is not

responsible for problems due to United States Postal Service or online service providers.

3. Time Frame for Processing. You agree to allow sufficient time (7 business days), for the Service to receive your request and process the Bill Payments so that HFCU can deliver the funds on or before the payment due date. If you do not comply with the time frame specified for processing your Bill Payment request, you agree to assume full responsibility for all late fees, finance charges, or other actions taken by payee.

4. If your Bill Payment Account does not have sufficient funds to make a payment as of the date the transfer is scheduled to be made, the payment may not be sent. HFCU shall have no obligation or liability if it does not complete a payment because there are insufficient funds in your Account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through the Service. In the case of fixed payments, only the payment currently scheduled will be canceled should your Bill Payment Account have insufficient funds. Fixed payments scheduled for future dates will not be affected. In the event you have sufficient funds to make some, but not all, of the Bill Payments scheduled for a particular Initiation Date, HFCU may use such method as it, in its sole discretion, may elect in determining which payments to complete.

Reporting any Unauthorized HFCU transactions- Tell us at **ONCE** if you suspect any fraudulent activity on your account. You agree that if you give your online banking login and security code to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to make transfers or otherwise use the Service. Internet Banking enables you to change your Security Code. We may be liable for certain security breaches to the extent required by applicable law and regulation. If any unauthorized use of your password occurs you agree to (1) cooperate with us and the appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance requested by us in recovering any unauthorized transfer of funds. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the 60 days, if we can prove that we could have prevented someone from taking the money if you had told us in time.

Telephoning in is the best way of keeping your possible losses down. Notify us during normal business hours (Monday thru Friday 8:30am to 5:00pm) about your unauthorized payments from your account, **call 218-729-7733: or by mail at Share Draft Department, Hermantown Federal Credit Union, 4477 LaVaque RD, Hermantown MN, 55811. For verification purposes WE CANNOT ACCEPT NOTIFICATION OF UNAUTHORIZED PAYMENTS VIA E-MAIL.**

Statements

All payments made with Internet Banking will appear on your monthly account statement. The amount and date of the transaction will be shown for each transaction made through the Bill Pay Service during that statement cycle.

Termination

If you want to terminate your access to Bill Pay can only be done by the primary member by calling us at **218-729-7733, or by mailing a signed termination letter.** We reserve the right to terminate the service, in whole or in part, at any time with or without cause and without prior written notice. In that event, or in the event that you give us a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized payments, including recurring payments and other payments that were previously authorized but not yet made. We also reserve the right to temporarily suspend the Service in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. Termination of the Service does not affect your obligations under this Agreement with respect to occurrences before termination.

Limitation of Liability

Except as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special or consequential, caused by the service or the use thereof or arising in any way out of the installation, operation, or maintenance of your PC equipment.

Security Procedures

By accessing the Service, you hereby acknowledge that you will be entering a protected web site provided by the credit unions core processor, which may be used only for authorized purposes. The credit union may monitor and audit usage of the Service, and all persons hereby noticed that use of the Service constitutes consent to such monitoring and auditing.