

UNIVERSITY OF MICHIGAN CREDIT UNION

MAIZEPAY BILL PAYMENT SERVICE AGREEMENT

This MAIZEPAY Bill Payment Services Agreement is between the University of Michigan Credit Union, the financial institution providing the MAIZEPAY remote banking services, and each member who has enrolled in our Bill Payment Services and any person authorized by the member to use the member's Bill Payment Services. You agree with us as follows:

I. Definitions.

Account means a checking, savings, or deposit account that you have with us.

Account Access Service means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.

Account Agreement means the Agreement between you and us that governs the use of your Account, including the following Agreements: deposit account, funds availability, electronic funds transfer, line of credit or credit card agreements and disclosures, and our schedule of fees and charges.

Bill Payment Account means the Checking Account you have authorized us to debit for payments made to Payee(s) in connection with the Bill Payment Service.

Bill Payment Service means our service that allows you to pay or transfer funds to designated Payees based upon your instructions via a personal computer, telephone, or other electronic device.

Business Day means every weekday that we are open for business, Monday through Friday, except specific federal or state holidays.

Electronic means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any similar technology.

Login credentials means the username, password, security phrase, security picture, and security questions used by you for identification purposes in connection with the use of our MemberNet Services.

MemberNet Services means collectively Account Access Services and Bill Payment Services.

Payee means any individual, financial institution, educational institution, company, merchant or other business entity you wish to pay using the Bill Payment Service.

Transfer means any electronic banking transaction, including a deposit, withdrawal or bill payment made electronically.

II. Setup and Use of the Bill Payment Service.

- A. **Eligibility.** To activate the Bill Payment Service, you must have access to the MemberNet service and a Checking account. Bill Payment is accessed by clicking on the Bill Payment tab from MemberNet Account Access and does not have separate Login credentials. You may register for MemberNet by going to www.umcu.org, clicking on the Register link, and following the steps. Once you have logged into MemberNet, you may click the **Profile** tab, then the Change Password link to change your Password.
- B. **Access.** Bill Payment Service is generally accessible 24 hours a day, seven days a week, except during a reasonable period on a daily basis for system maintenance. We may modify, suspend, or terminate access to Bill Payment Service at any time and for any reason without notice.
- C. **Equipment and Software Requirements.** You need a computer with an internet connection and a web browser (such as Microsoft Internet Explorer®, Mozilla Firefox® or an equivalent).

III. Bill Payment Service.

With the Bill Payment Service, you can pay bills on an automatic recurring basis or periodically as you request. You must designate a personal Checking Account with us as your Bill Payment Account. You need to provide the name, address, telephone number and account number of the Payee (*i.e.*, the person you want to pay) as it appears on your payment stub or invoice, and any other information needed to properly debit your Account with us and credit your account with the Payee.

- A. **Scheduling Bill Payments.** If you schedule a bill payment for a future date, the bill payment amount will be withdrawn from your bill payment checking account on that date. When you schedule a bill payment using the Bill Payment Service, you are giving authorization for your bill payment amount to be withdrawn from your Account with us. You must schedule your payments to be processed **at least five business days before the payment due date.**
- B. **Prohibited Payees.** Organizations or individuals outside of the United States and its territories are prohibited. We reserve the right to refuse to allow you to designate a particular Payee or class of Payees.

- C. Limitations on frequency and dollar amount. The maximum dollar amount for Bill Payments is \$10,000 each. For security reasons, we may limit the number or amount of transactions you can make using Bill Payment. Please contact us if you have questions regarding these limitations.
- D. Canceling Bill Payments. You may cancel a pending bill payment transaction. However, to do so, you must provide instruction to cancel at least one business day before the date the transaction is scheduled to be processed. If your instruction to cancel a transaction is not received before that time, the transaction will be processed.
- E. How Bill Payments Are Made. Payments you make through the Bill Payment Service are processed in one of two ways – electronically or by paper checks. The majority of payments are delivered electronically.
 - a. Electronic payments. A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment’s processing date, provided the payment is submitted prior to the daily cut-off time on that date (currently 3:00pm). Bill Payment will provide you with a suggested process date based on your selected Payment Date. Payments are posted to your checking account on the business day following the processing date the “Send On” date. Electronic payments are generally received and credited by most Payees within two Business Days.
 - b. Check payments. If a payment cannot be delivered electronically a check will be sent through the U.S. mail. Checks are generally received and credited by most Payees within five business days of the process date.

IV. Fees.

The Bill Payment service is free. Charges for other transactions and optional services (e.g., non-sufficient funds or stop payment fees) are specified in UMCU’s current fee schedule, which can be found on our website at UMCU.org.

V. Overdraft Transfer and Courtesy Pay.

If you have an established Overdraft Transfer Protection plan and the money is not in your checking account when your Bill Payment is presented, it will overdraft from your designated overdraft accounts. If you have Courtesy Pay and the payment was not covered by overdraft protection, your account will overdraft using Courtesy Pay. If funds are not available the payment will be returned NSF and the payment will not be made. Fees may apply for these services. Refer to UMCU’s current fee schedule.

V. Parties’ Responsibilities.

- A. Responsibilities of the Consumer.
 - 1) Your Rights and Responsibilities. Authorized Use of Services by Other Persons. You are responsible for keeping your Login credentials and account data confidential. We are entitled to act on transaction instructions received using your Login credentials, and you agree that the use of your Login credentials will have the same effect as your signature authorizing the transaction(s). If you authorize other persons to use your Login credentials in any manner, your authorization will be considered unlimited in amount and manner.
 - 2) If you believe someone has gained unauthorized access to your account or your login credentials and/or password has been stolen, or if you believe that someone has transferred or may transfer money from your account by accessing your account without your permission, call: 1-800-968-8628 or write to us at: University of Michigan Credit Union, P.O. Box 7850, Ann Arbor, MI 48107-7850.
- B. Responsibilities of the Credit Union.
 - 1) Our Responsibility for Processing Transactions.

If we do not complete a transfer to or from your Account or cancel a transfer as properly requested on time or in the correct amount according to our agreement with you, we are liable for your losses or damages, subject to the following limitations:
 - 2) Limitations of Our Responsibility for Processing Transactions.

There are some exceptions to our liability for processing transactions on your Accounts. We will not be liable, for Instance:

 - a) If, through no fault of ours, you do not have enough money in your Account to make the transfer. Scheduled Bill Payment payments will not access overdraft loans or other accounts designated for overdraft.
 - b) If the funds in your Account were attached or the transfer cannot be made because of legal restrictions affecting your Account;
 - c) If the systems were not working properly and you knew about the breakdown when you started the transfer;
 - d) If circumstances beyond our control such as interruption of telephone service or telecommunication facilities, or natural disaster prevent the transfer, despite reasonable precautions that we have taken;
 - e) If you have not provided us with complete and correct payment information;
 - f) If your browser, operating system, Internet service or any equipment you may use to access MemberNet Services is misapplied or malfunctions;

- g) If you do not exercise care to safeguard your system and prevent its misuse by other persons (for example, use of your Login credentials);
 - h) If you have not properly followed the instructions for using our MemberNet Services;
 - i) There may be other exceptions stated in our agreement with you.
- C. Our sole responsibility for an error in a transfer will be to correct the error, but in no case will we be liable for any indirect, special, incidental or consequential damages. In states that do not allow the exclusion or limitation of liability for indirect, special incidental or consequential damages, our liability is limited to the extent permitted by applicable law.

VI. Consumer Privacy and Confidentiality.

A. Sharing Your Personal Information with Others

We recognize the importance of protecting the confidentiality of our members' personal information. Personal information includes all of the personally identifying information that you provide us in connection with your Account and your use of the MemberNet Services. However, we may disclose personal information about you to third parties in certain instances:

- 1) If we have entered into an agreement with another party to provide the Bill Payment Service. In this case, we will provide that party with information about your Account, your transfers, and your communications with us in order to carry out your instructions;
- 2) If it is necessary for completing transfers or otherwise carrying out your instructions;
- 3) If it is necessary to verify the existence and conditions of an Account for a third party, such as a credit bureau, a payee, or any holder of a check issued by you through the Bill Payment Service;
- 4) In order to comply with applicable laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information;
- 5) If you provide us with your specific permission; or
- 6) In order to provide you with information about products and services that we believe will be interesting to you.

B. If you do not wish to receive information about products and services from third parties, please notify us by e-mail at www.umcu.org, call 1-800-968-8628 or write to:

University of Michigan Credit Union, P.O. Box 7850, Ann Arbor, MI 48107-7850.

In your notice, be sure to include your name, telephone number and all of your account numbers. Your notice will not apply to or be effective for any other person, including any joint account owners.

Refer to Privacy Policy Disclosure for additional information regarding consumer privacy and confidentiality.

VII. Termination.

Your Bill Payment Service remain in effect until terminated by you or us. You may cancel your Bill Payment Service at any time by notifying us of your intent to cancel by calling 1-800-968-8628 or in writing via e-mail at www.umcu.org or to: University of Michigan Credit Union, P.O. Box 7850, Ann Arbor, MI 48107-7850.

This cancellation applies only to your Bill Payment Service and does not terminate your other relationships with us. We may terminate your participation in the Bill Payment Service for any reason, at any time. We will try to notify you in advance, but are not obliged to do so. If the service becomes inactive (is not utilized for two consecutive calendar months), the service will be discontinued. REMINDER: When we receive your notice of cancellation of the Bill Payment Service, all pending bill payments will automatically be terminated.

VIII. Changes in Terms and other Amendments.

We may amend this Agreement. We may add, delete or amend terms, conditions and other provisions, fees, charges, or other terms described in this Agreement. We will send you a notice to the postal or e-mail address on your Account or will notify you via MemberNet Services in a manner as required by applicable law. You are bound by such change if you use the service after the effective date of the notice unless you notify us within 10 Business Days that you reject these changes and cancel MemberNet Services or close your account.

IX. Other Provisions..

- A. Electronic Notice. We may send notices to you by electronic mail (e-mail). You may use e-mail to contact us about inquiries, maintenance and/or some problem resolution issues. **E-mail may not be a secure method of communication.** Therefore, we recommend you do not send confidential, personal or financial information by e-mail. There may be times when you need to speak with someone immediately (especially to report lost or stolen Login credentials, or to stop a payment). In these cases, **do not use e-mail**. Instead, call us at 1-800-968-8628.
- B. Hours of Operation. Representatives are available to assist you during normal business hours. Please access our website www.umcu.org or call 1-800-968-8628.

- C. Ownership of Website. The content, information and offers on our website are copyrighted by the University of Michigan Credit Union and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited.
- D. Geographic Restrictions. Electronic withdrawals or checks issued through the Bill Payment Service must be made to a Payee address in the United States of America.
- E. Venue. By execution of this agreement, the parties consent to venue in Washtenaw County of any action brought to enforce the terms of this agreement or to collect any monies due under it.
- F. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan. Your Account relationships shall continue to be governed by and construed in accordance with the laws as disclosed in such Account agreements.
- G. Scope of Agreement. This Agreement represents our complete agreement with you relating to our provision of the MemberNet Bill Payment Service. No other statement, oral or written, including language contained in our web site, unless otherwise noted, is part of this Agreement. Use of the Bill Payment Service constitutes acceptance of the terms outlined in this agreement.

X. In Case of Errors or Questions About Your Electronic Transfers

Please contact us by phone at 855-402-7813 or 800-968-8628

or by using the “Chat Now” feature in bill payment,

or write to us at: University of Michigan Credit Union, P.O. Box 7850, Ann Arbor, MI 48107-7850.

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 send the first statement on which the problem or error appeared.

1. Tell us your 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. Tell us the dollar amount of the suspected error.

If you tell us orally, 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 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 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.

We will tell you the results 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.