

## **Empower Federal Credit Union's Online Bill Pay Disclosure and Authorization**

In order to apply for this service, you must read and agree to the following Disclosure and Authorization.

I UNDERSTAND that each of my accounts at Empower Federal Credit Union, which are accessed by the Online Bill Pay, continue to be governed by the applicable Membership and Account Agreement, Electronic Fund Transfer Agreement and Disclosures, Rate and Fee Schedule, Funds Availability Policy Disclosures and any other regulations relating to share accounts.

I UNDERSTAND that my payments will be sent either electronically or by paper check, and that payments made by paper check will take a minimum of 4 to 5 business days to reach the payee. Empower Federal Credit Union cannot guarantee the arrival date of any specific payment, and will not be liable for any service fees or late charges levied against me if I do not follow the instructions on how to schedule payment dates in advance of the payment due date.

I UNDERSTAND that I am responsible for any loss or penalty, monetary or otherwise, which I may incur due to the lack of sufficient funds or other conditions that may prevent the withdrawal of funds from my account.

### **Electronic Bill Payment Authorization**

I AUTHORIZE Empower Federal Credit Union to post payment transactions generated by my use of Empower Federal Credit Union Online Bill Pay Service to the account I designated at the time I enrolled in this service. I understand that I am in full control of my account. At any time I can decide to discontinue use of this service. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination. My use of the Empower Federal Credit Union Online Bill Pay signifies that I have read and agree to the terms and conditions of this Disclosure and Authorization.

### **Additional Terms and Conditions:**

**Prohibited Payments:** The following payment types are prohibited through the Online Banking or Bill Payment Service. (We will not be liable for failure of these payment types):

- US Government and Tax Payments
- Court-Ordered Payments
- Payments to Payees outside the United States or its possessions/territories.

**Payee Limitations:** We reserve the right to refuse to make any payment or transfer.

Funds will arrive at Your targeted Payee as close as reasonably possible to the date designated by You in Your payment instruction (Send Date). Subject to the Terms and Conditions of this Agreement, You authorize Us, and any third party acting on Our behalf, to choose the most effective method to process Your payment or transfer including, without limitation, electronic, paper or some other draft means. The Send Date indicated by You must always be a Business Day (as defined below). If it is not, the Send Date will be deemed to be the first Business Day following the date indicated. Automatic payments that fall on a non-Business Day may be processed on the Business Day preceding the Payment Date.

THESE LIMITATIONS APPLY TO PAYMENTS OF UP TO \$9,999.99: UNLESS YOU RECEIVE A CONFIRMATION NUMBER, WE SHALL NOT BE LIABLE FOR ANY FAILURE TO MAKE A PAYMENT INCLUDING ANY FINANCE CHARGES OR LATE FEES INCURRED AS A RESULT. IT IS ALSO IMPORTANT THAT THE PAYMENT DATE BE ON OR BEFORE THE PAYMENT DUE DATE, NOT THE LATE DATE, AND SINCE THE TIME FOR US TO PROCESS YOUR PAYMENT VARIES ACCORDING TO THE PARTICULAR PAYEE, YOU MUST BECOME FAMILIAR WITH THE PAYMENT PROCESSING TIME FOR EACH PAYEE YOU DESIRE TO PAY AND ALLOW THE APPROPRIATE NUMBER OF BUSINESS DAYS BETWEEN THE DAY YOU INPUT YOUR PAYMENT INSTRUCTION AND THE PAYMENT DATE.

SUBJECT TO THE LIMITATION DISCUSSED BELOW, IF YOU FOLLOW THE PROCEDURES DESCRIBED IN THIS AGREEMENT FOR PAYMENTS AND YOU ARE ASSESSED A PENALTY OR LATE CHARGE, WE WILL REIMBURSE FEES LESS THAN OR EQUAL TO THAT LATE CHARGE. IN THE EVENT THAT YOU DO NOT ADHERE TO THE OBLIGATIONS SET FORTH IN THIS AGREEMENT OR YOU SCHEDULE A PAYMENT LESS THAN THE NUMBER OF BUSINESS DAYS BEFORE THE DUE DATE REQUIRED FOR A PARTICULAR PAYEE, YOU WILL BEAR FULL RESPONSIBILITY FOR ALL PENALTIES AND LATE FEES, AND WE WILL NOT BE LIABLE FOR ANY SUCH CHARGES OR FEES.

**Scheduling of Payment Dates:** It is understood that due to circumstances beyond the control of Empower, particularly delays in handling and posting payments by slow responding companies or financial institutions (Payees), some transactions may take a day or even a few days longer to be credited by Your Payee to Your account with them. For this reason, please adhere to the following instructions:

**Electronic transactions:** All scheduled payment dates selected by You must be no later than three (3) business days before the actual due date.

**Non-electronic transactions:** All scheduled payment dates must be no later than five (5) business days before the actual due date. DO NOT select the actual due date or a date within the lead times of three and five days as set forth above, or within the grace period where applicable. A bill payment is a "pending payment" starting from the time You enter payment instructions until the payment is "in process." A bill payment is "in process" starting from cutoff time on the scheduled payment date. If paid either electronically or by check, your account will be decreased by the payment amount on the Send Date. Open Payee enrollment gives members unlimited capacity to add Payees.

Payment instructions entered after the cutoff time (12:00 a.m. Eastern Standard Time) or on a non-business day will be considered entered on the next business day.

**Payment Cancellation/Modification:** You may cancel or edit any pending payment (including recurring bill payments) by deleting the transaction(s) before the process date You have designated as the processing date. There is no charge for canceling or editing of pending payments.

Business Days are Monday through Friday excluding Credit Union/banking holidays.

**Limitations:** We will not be liable under any circumstances, if We are unable to complete any payments or transfers initiated in a timely manner via the Services because of the existence of any one or more of the following circumstances:

1. You do not click the Confirm button at the time You initiate a payment or edit an existing payment.
2. If, through no fault of Ours, Your Account does not have sufficient funds available to complete the payment or transfer.
3. You have closed the designated Account or have been removed as a joint owner.
4. We have identified You as a credit risk and have chosen to (i) make all payments or transfers initiated by You via the Services utilizing a paper, as opposed to electronic, method or (ii) to terminate Your subscription to the Services.
5. If Your Password has been reported lost or stolen and We have taken action to prevent payments or transfers by use of the Password.
6. If Your Account is legally subject to some legal process, right of setoff, or encumbrance, or if the funds in Your Account are not immediately available for payments or transfers.
7. The Services, Your equipment, or any communications link is not working properly and You know or have been advised by Us about the malfunction before You execute the transaction.
8. You have not provided Us with the correct information for those Payees to whom You wish to direct payment or Accounts to which You wish to make a transfer.
9. The Payee mishandles or delays handling payments sent by Us.
10. Circumstances beyond Our control (such as, but not limited to, fire, flood, or interference from an outside source) prevent the proper execution of the transaction and We have taken reasonable precautions to avoid these circumstances.
11. There may be other exceptions stated in Our agreement with You.
12. Payments to payees located in the Armed Forces or U.S. Territory postal codes will not be covered.
13. Payments to settle securities transactions will not be covered.
14. Payments to payoff "special financing" will not be covered.

WE RESERVE THE RIGHT TO TERMINATE YOUR USE OF THE SERVICES, AT ANY TIME WITHOUT PRIOR NOTICE.

WE ARE NOT RESPONSIBLE FOR ANY OTHER LOSS, DAMAGE, OR INJURY, WHETHER CAUSED BY YOUR EQUIPMENT, THE SERVICES, OR ANY TECHNICAL OR EDITORIAL ERRORS CONTAINED IN OR OMISSIONS FROM ANY USER GUIDE RELATED TO THE SERVICES. WE SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGE ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF YOUR EQUIPMENT, OR THE SERVICES, EXCEPT WHERE THE LAW REQUIRES A SPECIFIC STANDARD.