



## **Terms and Conditions Agreement for Florida West Coast Credit Union Internet Bill Pay Service**

**Note: All references within this document to the terms “Payment Service” and/or “Service” reflect the Internet Bill Pay Service offered by Florida West Coast Credit Union.**

### **BILL PAY SERVICE**

I accept electronic receipt of the Terms and Conditions Agreement (“Agreement”) associated with Florida West Coast Credit Union’s Internet Bill Pay Service and agree that I have read and will abide by this agreement. I also agree that Florida West Coast Credit Union does not need to provide me with an additional paper disclosure of this agreement unless specifically requested in writing. Furthermore, I understand that a copy of this agreement may be printed by using the print command in my browser and a local printer.

### **USE OF A THIRD-PARTY BILL PAY SERVICE PROVIDER**

MY CU Services, LLC, a wholly owned subsidiary of Mid-Atlantic Corporate Federal Credit Union, is the third party bill payment service provider who Florida West Coast Credit Union has contracted with to provide bill pay service to our members. MY CU Services will be processing bill payments and, in addition to Florida West Coast Credit Union Member Services Department can answer questions related to member-initiated bill payments. Accordingly, the term “MY CU Services” refers to the member service provided by MY CU Services to Florida West Coast Credit Union bill pay subscribers on FWCCU’s behalf. Florida West Coast Credit Union, at its sole discretion, reserves the right to change internet bill payment service providers.

### **ENROLLMENT REQUEST FOR THE INTERNET BILL PAY SERVICE**

Florida West Coast Credit Union reserves the right to refuse enrollment in the Internet Bill Pay Service to any member that does not meet the Internet Bill Pay Service criteria, which has been established by FWCCU and its third party processor. Included in these requirements is the criteria that subscribers to the Bill Pay service must reside within the United States, its possessions and territories.

## **INTERNET BILL PAY SERVICE**

As used in this Agreement, the following terms will be defined as:

**Payee** - the vendor, biller, creditor, person or entity to whom you wish to pay a bill.

**Payment Instructions** - the information provided by you (the member) to the Service (My CU Services/Harland Financial) authorizing a bill payment to be made to your designated payee (e.g., Payee name, account number, payment amount, payment date, etc.)

**Payment Account** – your checking account at FWCCU and in the instance where funds are not available in your checking account and you have authorized applicable overdraft protection from any applicable share accounts or available balances on associated line of credit accounts.

**Business Day** – Sunday through Thursday, excluding Federal Holidays. **IF YOU INITIATE A PAYMENT ON FRIDAY OR SATURDAY IT IS NOT PROCESSED UNTIL SUNDAY EVENING/MONDAY MORNING.**

**Payment/Process Date** – the Business Day of your choice upon which your bill payment will be made and your payment account will be debited the payment amount.

**Cutoff time**- the cut off time will be 4.30 P.M. Eastern Standard Time on any Business Day (as defined above) and is the time you must transmit instructions to have them considered entered on that particular Business Day.

By providing the Payment Service with the names and account information of the entities and/or person to whom you wish to direct payment, you authorize the Service to follow the payment instructions that it receives from you or your authorized user through the Internet Bill Payment Service. When the Service, receives your payment instruction, you authorize it to debit your Payment Account and remit funds on your behalf to the Payee so that the funds arrive as close to the Business Day designated by you as reasonably possible.

For this reason it is necessary that all Payment Dates selected by you be no less than (6) six Business Days before the actual due date for payments that are being sent by check and (4) four days for ACH payments, (not the late date and/or a date within the grace period). The very first time that you schedule your payments through Bill Payment you should allow a minimum of (6) Six Business Days before the actual due date. After the initial payment is made; you will be notified whether the Payee accepts ACH payments or paper checks. It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time.

Payments entered after the Cutoff time or on a non-Business Day will be considered entered in the Service on the following Business Day. If the proper procedures are followed and the Service fails to send a payment according to the Payment instructions received, the Service will bear the responsibility for all late charges. In any other event, including but not limited to choosing a payment date which is not greater than six (6) Business Days before the due date or on or past the due date stated on your invoice or bill, the risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by you.

A bill payment is "In Process" starting at the Cutoff time which is 4:30 P.M Eastern Standard time on the Payment Date. 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 considered "In Process" on the Business Day you selected as the scheduled Payment Date. A bill payment is considered "Completed" when MY CU Services issues the payment either by check or electronically. You can cancel or edit any "Pending Payment" (including recurring bill payments) by following the directions provided on the Internet Bill Pay system Online Help. There is no charge for canceling or editing a Pending Payment.

## **STOP PAYMENTS**

We must have a reasonable opportunity to act on any stop payment order or cancellation order given after a payment is "In Process." It is not possible to stop a payment that has been "Completed." If you wish to initiate an order to stop payment on a payment that is "In Process", you must call Florida West Coast Credit Union at 813-643-5572 ext 104. or email [tward@fwccu.com](mailto:tward@fwccu.com) with the request during normal business hours. We will make every effort to accommodate your stop payment request; however we will have no liability for failing to do so. Stop payment requests will be accepted by FWCCU only if we have a reasonable opportunity to act on such a stop payment order.

If you send us the request electronically or verbally ask us to place a stop payment order we may also require you to present your request in writing within (14) fourteen days after you call or notify us electronically. The fee for the stop payment order will be the current charge for such service as disclosed in our Rate & Fee schedule.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability if it is unable to complete any payments initiated by you, through the Service because of the existence of one or more of the following conditions:

1. If through no fault of ours, your Payment Account does not contain sufficient funds to complete the payment or transfer and the payment or transfer would exceed the balances available on your overdraft protection sources. FWCCU, at its discretion may pay a scheduled payment by transferring the amount of the resulting overdraft from any available lines of credit or share accounts or through the courtesy pay program. Available overdraft sources are those indicated on your Membership Application and Agreement or subsequent Account Change Card.

In order for the item to be paid through courtesy pay certain criteria must be met and a fee would be charged for the payment. This fee is the current charge for a Paid NSF as disclosed in our Rate and Fee schedule.

Per Federal Regulation, pre-authorized telephone, internet and automatic transfers from prime share savings to cover checking overdrafts cannot exceed six (6) in number per calendar month.

2. The bill payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction.
3. The Payee mishandles or delays a payment sent by the Service.
4. You have not provided the Service with the correct names, phone numbers or account information for those persons or entities to whom you wish to direct payment.
5. Circumstances beyond the Service's control (such as but not limited to fire, flood, or interference from outside sources) that prevents the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided that none of the preceding (5) conditions are applicable, if the Service causes an incorrect amount of funds to be deducted from your Payment Account or causes funds from your Payment Account to be directed to a person or entity which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account and for directing to the proper recipient any previously misdirected payments or transfers.

## **METHOD OF PAYMENT**

Your Payment will be made to your Payee either electronically via the Automated Clearing House (ACH) or by check. The method of payment depends upon the processing method that can be accommodated by the Payee or MYCU. Some merchants or vendors are unable to receive payments electronically.

Your account at FWCCU will be debited on the scheduled payment date. The debit amount will appear on your monthly Statement of Account and under the BILL PAY HISTORY section of the Internet Bill Pay on the FWCCU Internet Home Banking System. The debit that appears will reflect the name of the Payee, the date of the payment, and the amount of the payment.

## **PROHIBITED PAYMENTS**

The following payment types are prohibited through the Service:

1. Tax Payments,
2. Court Ordered Payments,
3. Payments to Payees outside of the United States or its possessions/territories.

**THE FOREGOING DISCLOSURE SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE 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 FROM THE INSTALLATION, USE OR MAINTENANCE OF EQUIPMENT, SOFTWARE AND/OR THE SERVICE.**

## **EXCLUSIONS OF WARRNATIES**

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

## **PIN/PASSWORD AND SECURITY**

To access your Internet Bill Pay Service you will need to go to [www.fwccu.com](http://www.fwccu.com) and log on to Online 24 our internet banking service. Once you have logged into internet banking using your User ID, PIN number and the multi factor authentication process click on the bar at the top of the site that lists accounts, scheduled transfers and check services. Bill Pay will be listed as an option on this bar.

You agree not to give or make available your Florida West Coast Credit Union Internet Banking Account Number and PIN or your security questions to any unauthorized individuals. You are responsible for all bill payments you or your authorized internet bill pay user initiates using the Service. If you permit other persons to use the Service on your FWCCU account number and PIN; you are responsible for all transactions they authorize.

If you believe that your FWCCU account number and PIN number has been lost, stolen or compromised, or that someone may attempt to use the Service without your consent or has transferred money from your account without your permission, you must notify

Florida West Coast Credit Union at once by calling us during business hours at 813-643-5572.

You also agree that FWCCU may revoke your Internet Bill Pay and/or Internet Home Banking account access services if unauthorized account access and/or transactions occur as the result of negligence in the safeguarding of the Account Number and PIN number belonging to you and /or your authorized user. Further, you agree that, if you have caused the Credit Union a loss, FWCCU may revoke or refuse to grant you Internet Bill Pay service and/or Internet Home Banking access. Your account at FWCCU must also be in good standing for FWCCU to grant access to Internet Bill Pay Service.

## **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

If you tell the Credit Union within two (2) Business Days after you learn of unauthorized access to your account(s) and/or that your Florida West Coast Credit Union Internet Home Banking Account Number and PIN has been lost/stolen or compromised, you can lose no more than \$50.00. If you fail to notify the credit union within two (2) Business Days after you learn of unauthorized access to your account(s) and/or that your Home Banking Account Number and PIN has been lost/stolen or compromised, you could lose as much as \$500.00 if we prove we could have prevented the unauthorized access of your account.

If your monthly statement or your online account statement or your online account detail reflects any transfers or payments that you did not make, tell us at once. If you do not tell us within sixty (60) days after the first statement which reflected the unauthorized transactions was mailed to you, you may not receive back any money you lost after the 60 days, provided we can prove that we could have stopped someone from taking money had you told us in time.

## **ERRORS AND QUESTIONS**

In case of errors and questions about your electronic transfers or payments, as soon as you can, you should telephone us at **813-643-5572** or write to us at:

FLORIDA WEST COAST CREDIT UNION  
ATTN: BILL PAYMENT DEPARTMENT  
1225 MILLENNIUM PARKWAY  
BRANDON, FL 33511

If you think that your statement is wrong or you need additional information about a bill payment listed on the statement we must hear from you no later than sixty (60) days after you received the FIRST statement on which the problem or error appeared. You must tell us:

1. 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 additional information.

3. The dollar amount of the suspected error.

If you tell us orally, in person or by telephone, we may require that you send us your complaint or questions in writing within ten (10) Business Days after providing verbal verification.

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. If we need more time, however, we may take up to forty five (45) days to investigate the complaint or question. If we decide to do this we will re-credit your account within ten (10)\* Business Days for the amount you think is incorrect. You may have use of the money during the time that it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within ten (10) Business Days, we may not credit your account.

If we determine there was no error, we will send you a written explanation within three (3) Business Days after we finish the investigation. We may revoke any conditional credit provided to you if we find that an error did not occur. You may ask for any copies of documents that were used during our investigation.

\*If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have 20 business days instead of 10 Business Days.

### **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 transfer you make **ONLY** in the following situations:

- If we return transfers or payments made from your account which are drawn on insufficient funds or if we are unable to complete an electronic transfer or payment because of insufficient funds.
- Where it is necessary for completing transfers.
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant.
- To a consumer reporting agency for quality assurance.
- In order to comply with a governmental agency or court orders.
- If you give us your written permission.

### **CHARGES OR FEES**

Florida West Coast Credit Union's Bill Pay Service will be free to all members with a checking account and full direct deposit. If you do not have the capability to have direct deposit but have aggregate deposit balances or loan balances of \$15,000.00 or more with FWCCU, Bill Pay will also be free. For those members that do not have full direct deposit or meet the loan or deposit guidelines, Bill Pay Service is available at a cost of

\$5.95 per month to include six (6) Bill Payments. The price per payment over six (6) Bill Payments is \$.50 per payment.

Members must generate one completed bill payment from their Florida West Coast Credit Union Bill Pay Account each month in order to receive the service free of charge. The one payment cannot be a scheduled payment from one Florida West Coast Credit Union account(s) to another. Should an account become inactive after a 3 month period of non use; the member will begin to be charged a monthly fee of \$5.95 per month as of the fourth month.

The monthly charges as well as any fees or optional services that may be incurred will be deducted from your FWCCU checking (share draft) account. Should funds in your Payment Account be insufficient to pay the monthly service fee, you agree to pay the charge for this fee in accordance with FWCCU's current fee schedule.

If you do not fall under the criteria for Free Bill Payment your Checking account will be charge the fee between the 5<sup>th</sup> and 15<sup>th</sup> of the month following the month the service was provided.

**FEE SCHEDULE FOR FWCCU BILL PAY.**

Insufficient Funds Fee (per item) .....	\$ 29.00
Stop Payment Fee (per item) .....	\$ 25.00
Paid NSF Bill Payment (per item) .....	\$ 29.00
Merchant Returns.....	\$ 25.00
Monthly fee after 3 months of Inactivity .....	\$ 5.95

You agree to pay such fees and charges and authorize the Service to charge your designated Payment Account for these amounts and any additional charges that may be incurred by you.

**IN THE EVENT A TRANSACTION IS RETURNED AND/OR OVERDRAWS YOUR PAYMENT ACCOUNT**

In using the Service, you are requesting the system 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 were not sufficient funds in your Payment Account to cover the amount of the transaction), the transaction may not be completed. However the transaction could be paid under our Courtesy Pay program. If the transaction is unable to be paid due to non-sufficient funds or is paid under the Courtesy Pay program you agree to pay the charge for this service in accordance with FWCCU's established and published fees. In most instances if a Payment is not completed for these reasons, you will receive a secure electronic message via the Credit Union Internet Home Banking service.



## **ALTERATIONS AND AMMENDMENTS**

The terms of this Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall send notice to you at your address of record or by secure electronic message via the Florida West Coast Credit Union Internet Home Banking service. Any use of the services after the service sends you a notice of change will constitute your agreement to such change(s). Further, the Service, may, from time to time, revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the Internet Bill Pay programs, services, and/or related material and limit access to the Service's more recent revisions and updates.

## **ADDRESS CHANGES**

You agree to promptly notify Florida West Coast Credit Union in writing of any address changes. Changing your address on the Bill Payment Service does not automatically update your address of record with the Credit Union. Similarly, updating your address at the Credit Union does not update your address with the Service.

## **TERMINATION OR DISCONNECTION OF SERVICE.**

In the event that you wish to discontinue the Service, you must contact Florida West Coast Credit Union at least 10 days prior to the actual service discontinuation date. Once you have asked for the service to be disconnected, do not initiate any new payments. You must request the service disconnection by written correspondence signed by you and sent via the mail to FLORIDA WEST COAST CREDIT UNION, BILL PAYMENT DEPT., 1225 MILLENNIUM PARKWAY, BRANDON, FL 33511.

Florida West Coast Credit Union may terminate Service to any individual at any time with cause, but without advance notice. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

## **PAYEE LIMITATIONS**

The Service reserves the right to refuse to pay any person or entity to which you may direct a payment. The Service is obligated to notify you promptly if it decides to refuse to pay a person or entity designated by you. This notification is not required if you attempt to pay a tax or court-related payments or initiate payments directed outside the United States and its possessions/territories (American Samoa, Guam, Marshall Islands, Micronesia, N. Mariana Islands, Palau, Puerto Rico and the Virgin Islands), which are prohibited under this Agreement.

## **INFORMATION AUTHORIZATION**

Through your enrollment in the Internet Bill Pay Service, you agree that Florida West Coast Credit Union (or its third party bill pay service provider) will request a credit report and/or review of your credit rating at its own expense through an authorized credit agency/bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a merchant or financial institution to resolve payment-processing problems.

## **DISPUTES**

In the event of a dispute regarding the Service, you and the Service 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 Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what one of Service's employees says and the terms of this Agreement, the terms of the Agreement shall control.

## **ASSIGNMENT**

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

## **NO WAIVER**

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service 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 for the Agreement.

## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, the United States of America; without regard to its conflicts of law provisions.

