

## People First Online Bill Payment Disclosure

### Bill Payment Service Definitions

- A. "Service"
  - a. The Bill Payment Service provided by People First Federal Credit Union and/or its third party service provider.
- B. "Biller"
  - a. The person or entity to which you wish a bill payment to be directed or the person or entity from which you receive electronic bills, as the case may be.
- C. "Payment Instruction"
  - a. The information provided by you to the Service 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).
- D. "Payment Account"
  - a. The People First Federal Credit Union checking account from which bill payments will be debited.
- E. "Business Day"
  - a. Monday through Saturday, excluding People First Federal Credit Union holidays.
- F. "Scheduled Payment Date"
  - a. The day you want your Biller to receive your bill payment and also the day your Payment Account is to be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
- G. "Due Date"
  - a. The date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.
- H. "Scheduled Payment"
  - a. A payment that has been scheduled through the Service but has not begun processing.
- I. "Authorized User"
  - a. A designated user of your People First Federal Credit Union Online Bill Payment account. If you are a corporation, partnership, limited liability company, association or some other form of business entity (other than a sole proprietorship), we will issue one set of Authentication Credentials to a representative you designate.

### 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 online Service when you are scheduling the payment. Therefore, the Service 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. 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.

### Service Guarantee

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 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 Service with names and account information of Billers to whom you wish to direct payments, you authorize People First Federal Credit Union to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize People First Federal 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 Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

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

If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;

The 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;

You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,

Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

#### **Payment Methods**

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to People First Federal Credit Union for payment).

#### **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 Service has begun processing a payment it cannot be cancelled or edited.

#### **Prohibited Payments**

Payments to Billers outside of the United States or its territories are prohibited through the 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 Service 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 Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, miss-posted or misdirected payments will be the sole responsibility of you and not of the Service.

#### **Bill Delivery and Presentment**

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:

A. Information provided to the Biller - The Service 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 Service 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.

B. Activation - Upon activation of the electronic bill feature the Service 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.

C. 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.

D. Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service 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.

E. 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 Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

F. Non-Delivery of electronic bill(s) - You agree to hold the Service 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.

G. Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service 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.

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

#### **Password and Security**

Individual consumers and sole proprietorships shall use the Electronic Banking Authentication Credentials and are not provided any additional Authentication Credentials to access the Service.

Your enrollment into the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service 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 Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

#### **Disclosure of Account Information to Third Parties**

We may disclose information to third parties about you or your account or your transactions in the following instances:

- Where it is necessary for completing transactions through Electronic Banking or to investigate or resolve a problem related to a transfer or payment;
- Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- In order to comply with a governmental agency or court orders or in connection with fraud prevention or an investigation;
- On a closed account, if we reasonably believe you have mishandled it; or,
- If you give us your written permission.

For further information please review our Privacy Policy at [peoplefirst.com/privacy\\_policy](http://peoplefirst.com/privacy_policy)

In using the Service, you are requesting the Service 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 may not be completed. In some instances, you will receive a return notice from the Service. In each such case, you agree that:

You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;

For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;

You may be assessed a fee by the Service if the transaction is returned because you have insufficient funds in your Payment Account to cover the requested payment. In addition, you may be assessed a fee by your financial institution as a result of the return that is separate from and in addition to any fee assessed by the Service;

You will reimburse the Service for any fees or costs it incurs in attempting to collect the amount of the return from you; and,

The Service is authorized to report the facts concerning the return to any credit reporting agency.

#### **Biller Limitation**

People First Federal Credit Union reserves the right to refuse or decline to make payments to any Biller to whom you may direct a payment. The Service 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 Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service 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 Service.

Telephone us at 610.797.7440, or write us at 2141 PO Box 119, Allentown, PA 18105 or e-mail us at [memberservice@peoplefirst.com](mailto:memberservice@peoplefirst.com) 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 sixty (60) days after we sent the FIRST statement on which the problem or error appeared. People First Federal Credit Union may not immediately receive e-mail that you send. We will not take actions based on your e-mail requests until People First Federal Credit Union actually receives your message and has a reasonable opportunity to act.

Tell us your name and account number (if any).

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.

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 ten (10) business days. We will determine whether an error occurred 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 your complaint or question. If we decide to do this, we will credit your account within ten (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 ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days 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. If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the applicable time periods for action shall be twenty (20) business days in place of ten (10) business days. If a notice of error involves an electronic funds transfer that was initiated in a foreign country, occurred within thirty (30) days after the first deposit to the account was made, or is a point of sale debit card transaction, the applicable time period for action shall be ninety (90) calendar days in place of forty five (45) calendar days.

For further information refer to the Electronic Services Agreement and Disclosure contained in the Agreements and Disclosures document located at [https://peoplefirst.com/wp-content/uploads/2022/02/Privacy\\_Policy.pdf](https://peoplefirst.com/wp-content/uploads/2022/02/Privacy_Policy.pdf).

### **Limitation of Liability**

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

Tell us **AT ONCE** if you believe your Audio Response/Personal Computer Authentication Credentials have been lost or stolen. 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 learn of the loss or theft of your Authentication Credentials, you can lose no more than \$50.00 if someone used them without your permission. If you do NOT tell us within two (2) business days, and we can prove that we could have stopped the unauthorized usage, you could lose as much as \$500.00. Also, if you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your Authentication Credentials have been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact us immediately.

#### **Business Days**

For purposes of these electronic transfer disclosures our business days are Monday through Saturday. Holidays are not included.

#### **Documentation and Periodic Statement**

You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case, you will get a statement quarterly.

#### **Our Liability for Failure to Make Transfers**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer or go over the credit limit on your overdraft line.
- If the money in your account is subject to legal process or other claim restricting such transfer.
- If the circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.

There may be other exceptions stated in our Deposit Account Agreement with you.

#### **Confidentiality**

We will only disclose information to third parties about your account or the transfers you make: to complete transfers as necessary; to verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; to comply with government agency or court orders; or if you give us your written permission.

#### **Pre-authorized Transfers**

You may arrange for us to complete the following pre-authorized transfers to your deposit accounts:

- Accept direct deposits from your employer or other financial institutions to your checking or savings account;
- Accept direct deposits from the U.S. Treasury Department to your checking or savings account. Accept pension payments, annuity payments, dividend payments and similar regular payments; and
- Transfers initiated by telephone or through Online Banking.