

YOU SHOULD READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS BEFORE YOU  
USE

BILL PAYMENT. YOU MAY NOT ACCESS OR USE BILL PAYMENT WITHOUT FIRST  
ACKNOWLEDGING YOUR ACCEPTANCE OF THESE TERMS.

## CLACKAMAS FEDERAL CREDIT UNION BILL PAYMENT AGREEMENT & DISCLOSURES

This Agreement is the contract which covers your and our rights and responsibilities concerning Bill Payment services offered to you by Clackamas Federal Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who request and use the Bill Payment service. The words "we," "us," and "our" mean the Credit Union. The word "account" means a checking account you have with the Credit Union that you have designated as your bill payment account. The Bill Payment service allows you to access your account to pay most bills. By completing and transmitting a written or online service request for the Bill Payment service, each of you jointly and severally agree to the terms and conditions in this Agreement, and any amendments.

**1. Bill Payment Services.** You authorize us to process Bill Payments from your designated account. You may use the Bill Payment service to initiate three (3) different types of payment transactions:

- a. "Today" transactions are payments you designate to be paid immediately. "Today" Bill Payments will be immediately deducted from your account following your Bill Payment session. Therefore, you must have sufficient funds available at the time of the Bill Payment request and you agree the payment may not be canceled for any reason after you transmit it.
- b. "Future" transactions are payments you designate to be paid at a future date up to three hundred sixty-four (364) days in advance of the Scheduled Initiation Date. The transaction will be processed on the Scheduled Initiation Date or the next business day if the Scheduled Initiation Date falls on a weekend or holiday. "Future" transactions may be canceled or changed through the Bill Payment service up until 12:00 midnight before your Scheduled Initiation Date.
- c. "Recurring" transactions are payments you designate to reoccur on a specified regular basis (i.e. monthly). You may designate the start and end dates for payments. "Recurring" transactions will be deducted from your account on the Scheduled Initiation Date. "Recurring" transactions may be canceled or changed through the Bill Payment service up until 12:00 midnight before your Scheduled Initiation Date.

There is a dollar limit on any one Bill Payment of \$9,999.99, or the available balance in your designated account plus any available overdraft protection balance, whichever is less. Transfers to -or from any account are subject to the terms and conditions applicable to that account as set forth in the Membership and Account Agreement and Rate and Fee Schedule.

**2. Payees.** You may schedule payments up to a maximum of forty-five (45) payees located in the United States. You may not make payments to federal, state or local governments or other categories of payees we so designate from time to time. When you transmit a Bill Payment instruction to us, you authorize us to transfer funds to make the Bill Payment transaction from your account. We will process Bill Payment requests only to those payees the Credit Union has designated in its User Instructions and such payees as you authorize and for whom the Credit Union has the proper payee code number.

**3. Processing Payments.** The amount of your requested Bill Payment will be deducted from your account on the Scheduled Initiation Date and will be processed by us on that date or the next business day should the processing date fall on a weekend or holiday. Therefore, you must have sufficient funds available to cover your payment by midnight on the day before the Scheduled Initiation Date.

Bill Payments are delivered to the payee either electronically, which may take up to two (2) business days from the Scheduled Initiation Date, or by check to those payees not set up to accept electronic payments, which may take up to five (5) business days from the Scheduled Initiation Date. It is your responsibility to schedule your Bill Payments in such a manner that your obligations will be paid on time. You should enter and transmit your Bill Payment instructions at least six (6) business days before a Bill is due. If you do not allow sufficient time or your account has insufficient funds, you assume full responsibility for any late payments, finance charges that may be imposed, or other actions taken by a payee as a result of a late (or unpaid) payment. In no event will we automatically resubmit a payment for you after funds become available.

The Credit Union will not process any Bill Payment transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for providing or entering. If there are insufficient funds in your account to make the Bill Payment request, we may (in our sole discretion) either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous.

**4. Canceling or Changing Bill Payments.** Payments designated as "Today" transactions cannot be stopped, canceled or changed once your Bill Payment session has ended. You may cancel or stop payment on Future and Recurring Bill Payment instructions under certain circumstances by following the instructions provided. If you discover an error in or want to change a payment instruction (i.e., payment date or payment amount) for a Bill Payment that you have already scheduled for transmission through the Bill Payment service, you may electronically edit or cancel your payment request through the Bill Payment service. Your cancellation or change request must be entered and transmitted through the "Bill Payment" service by midnight of the day before the Scheduled Initiation Date. If your request is not timely entered, you will be responsible for the payment.

If you wish to place an oral stop payment on a recurring Bill Payment transaction, not using the Bill Payment service, the Credit Union must receive your oral stop payment request at least three (3) business days before the payment is scheduled to be made. You may call the toll-free telephone number at 1-800-878-0671 to request a stop payment. If you call, the Credit Union may require you to confirm your stop payment request in writing within fourteen (14) days after the call.

**5. Security of Access Code.** The personal identification number or access code ("access code") that you select is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your access code, you understand that person may use the Bill Payment service to review your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions.

If you authorize anyone to use your access code in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your access code immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your access code is changed. If you fail to maintain or change the security of these access codes and the Credit Union suffers a loss, we may terminate your Bill Payment and account services immediately.

**6. Liability for Unauthorized Access.** You are responsible for all transactions you authorize using the Bill Payment services under this Agreement. If you permit other persons to use your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your access code and accessed your accounts without your authorization. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or access code, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows Bill Payment transactions 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 be liable the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized EFT transactions. If a good reason (such as a hospital stay) kept you from telling us, we may extend the time periods.

If you believe your access code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at 800-878-0671, or email the Credit Union: [homebanking@clackamasfcu.org](mailto:homebanking@clackamasfcu.org) or write the Credit Union at: 270 Warner Milne Rd. Oregon City, Or 97045 Attn: Bill Payment

Clackamas Federal Credit Union

**7. Business Days.** Our business days are Monday through Friday. Holidays are not included.

**8. Fees.**

- a. **Monthly Fee.** There is a \$5.00 monthly fee for the Bill Payment Service. You agree this amount will be automatically deducted from your account on the last day of the month.
- b. **Stop Payment.** If you request us to stop payment on a bill payment that has been made by check, you will pay a fee of \$25.00. Stop payments can only be placed on payments made by check; they are not available for transactions performed electronically.
- c. **Check Copies.** If you request a copy of a check that was remitted for a payment you initiated, you will pay a fee of \$20.00. From time to time, we may change this fee. We will notify you of any changes as required by law.

**9. Transaction Documentation-**

- a. **Right to Receive Statements.** Transfers and withdrawals transacted through Bill Payment will be recorded on your periodic statement by mail.
- b. **Bill Payment Confirmation Numbers:** Upon completion of a transaction using the Bill Payment service, a confirmation number will be given. You should record this number, along with the payee, scheduled date and transaction amount for reference in the event any problems occur. No printed receipts are issued through the Bill Payment.

**10. Account Information Disclosure.** We will disclose information to third parties about your account or the transfers you make in the following circumstances:

- a. As necessary to complete transfers;
- b. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- c. To comply with government agency or court orders; and
- d. If you give us your express permission.

**II. Limitation of Liability for Bill Payment Services.** 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 actual losses or damages. Our sole responsibility for an error in a transfer will be to correct the error and 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 such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:

- a. If, through no fault of ours, you do not have adequate funds in your account to complete the transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit, if applicable.
- b. If you used the wrong access code or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer and Bill Payment transactions.
- c. If your computer fails or malfunctions or the phone lines or Credit Union computer system was not properly working and such problem should have been apparent when you attempted such transaction.
- d. If circumstances beyond your control (such as fire, flood, telecommunication outages or strikes, equipment, power or ATM network failure) prevent making the transaction.
- c. If the funds in your account are subject to an administrative hold, legal process or other claim. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer or Bill Payment.
- g. If, through no fault of ours, a Bill Payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
- h. If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or software related problems for software not provided by us.

If there are other exceptions as established by the Credit Union from time to time.

**12. Termination of Bill Payment Services.** You agree that we may terminate this Agreement and your Bill Payment services if you breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your accounts or access code.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

**13. Amendments and Notices.** The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will notify you at least twenty-one (21) days before the effective date of any change, as required by law. This means we will mail you notice or if you have consented to electronic disclosures, we will send the notice to the E-mail address you have designated. Use of the Bill Payment service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

**14. Billing Errors.** In case of errors or questions about your Bill Payment transactions, contact us by: telephone at the phone numbers; E-mail at our E-mail address; or write us at the address set forth in Section 6 as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

1. Tell us your name and account number.
2. Describe the transaction 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 ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will re-credit your account within ten (10) business days (twenty (20) business days if the suspected error occurred outside the United States or if it occurred at a merchant location for the purchase of goods) 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 re-credit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

**15. Enforcement.** You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision shall be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement. This Agreement shall be governed by and construed under the laws of the State of Oregon.

CLICK THE "ENROLL" BUTTON TO STATE YOUR ACCEPTANCE NOW AND YOU WILL BE PROVIDED ACCESS TO BILL PAYMENT. IF YOU DO NOT WISH TO ACCEPT THESE TERMS, CLICK THE "CANCEL" BUTTON AND YOU WILL NOT BE PROVIDED ACCESS TO BILL PAYMENT.