



Business Bill Pay Service Agreement

Terms and Conditions

This Agreement represents the terms and conditions governing the use of Interra Business Bill Pay, which jointly may be referred to as "service or services". This Agreement is between Interra Credit Union (hereinafter referred to as "we, us, our or Credit Union") and any individual person, authorized signer or business entity (hereinafter referred to as "you, your and yours") that we permit to use the service subject to the terms and conditions of this Agreement. You understand that by using this service, you agree to the terms and conditions of this Agreement and authorize Interra Credit Union to make payments from your designated checking account to the "Payees" you establish. This Business Bill Pay Agreement ("Agreement") supplements the other terms and conditions set forth in the Credit Union's Business Membership and Account Services Agreement and Disclosures (the "Business Membership Agreement"). To the extent that there is any conflict between the terms of the Business Membership Agreement and this Agreement, this Agreement will govern.

Service Definitions

"**Access Code**" means any codes, passwords or personal identification numbers that we issue or you select, which allows you to access and/or use any account or other services.

"**Agreement**" means these terms and conditions of the business bill payment service.

"**Payee**" is the person or entity to which you wish a bill payment to be directed to (also referred to as "Biller").

"**Payment Instruction**" is the information provided by you to the service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and scheduled payment date).

"**Payment Account**" is the checking account which has been designated by you that bill payments will be debited from.

"**Business Day**" is every Monday through Friday, excluding Federal holidays.

"**Scheduled Payment Date**" is the day you want your Payee to receive your bill payment and is also the day your Payment Account will 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.

"**Due Date**" is the date reflected on your Payee statement for which the payment is due; it is not the late date or grace period.

"**Scheduled Payment**" is a payment that has been scheduled through the service but has not begun processing.

Payment Scheduling

There is a dollar limit of \$250,000.00 on any payment, or the available balance in your designated checking account, whichever is less.

The earliest possible scheduled payment date for each Payee will be designated 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 Payee. When scheduling payments, you should select a date no later than the actual due date on the Payee statement. 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. Upon successfully scheduling your payment, the Service will generate a payment confirmation number, which you must keep as your proof of payment.

Single Payments – A single payment will be processed on the Business Day that you designate. Same day payments are not available through the service.

Rush Payment – The Rush Payment service allows you to speed up the delivery process to the Payee for a fee outlined in the Credit Union Business Fee Schedule.

- Next Business Day (draft check) delivered by UPS
- Second Business Day (draft check) delivered by UPS, or
- Second Business Day (electronic / ACH)

Recurring Payments – When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency setting for the payment, a processing date is calculated for the next occurrence. If the calculated processing date is a non-Business Date, it shall be adjusted based on whether the "Pay Before" or "Pay After" options were selected during the payment scheduling process. *Note: If your frequency settings for recurring payments specify the 29th, 30th, or 31st and that day does not exist in the month of the calculated processing date, then the last calendar day of that month shall be used as the processing date.*

Payment Authorization and Payment Remittance

By providing the service with names and account information of Payee to whom you wish to direct payments, you authorize the service to follow the payment Instructions that it receives from you or any authorized parties. In order to process payments more efficiently and effectively, the service may edit or alter payment data or data formats in accordance with payee directives.

When the service receives a payment instruction, you authorize us 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 in which you have selected. You also authorize us to credit your payment account for payments returned to the service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the service.

We will use our best efforts to make all your payments properly. However, we shall incur no liability if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, your payment account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised about the malfunction before you execute the transaction;
3. You have not provided us with the correct payment account information, included but not limited to, the correct name, address, phone number, or account information for the Payee; and/or,
4. Circumstances beyond our control (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.

If we incorrectly debit your account or fail to follow the instructions provided by you for a scheduled payment, we shall be responsible for returning the improperly transferred funds to your payment account, and for directing the proper Payee any previously misdirected transactions, and for any late payment charges incurred.

Payment Methods

We reserve the right to select the method in which we remit funds to the Payee on your behalf. The chosen payment methods shall show as a debit on your deposit account in the form of a draft or ACH (Automated Clearing House).

Service Fees and Additional Charges

There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated payment account for the payment amounts as well as any additional charges that may be incurred by you. Any fees associated with your standard deposit accounts will continue to apply. You are responsible for all fees, service charges or data usage amounts that may be assessed by your internet or telephone provider. There may be an inactivity fee imposed; reference the Credit Union's Business Fee Schedule for further details.

Cancelling Payments

There is no charge for editing or cancelling a payment prior to the cutoff time on the payment processing date. The cutoff time, designated by the Credit Union, for cancelling a schedule payment is 3PM ET. If the payment has begun processing, a stop payment request must be submitted and will be subject to a fee set forth by us in accordance with the Credit Union Business Fee Schedule.

Stop Payment Requests

The ability to process a stop payment request depends on the payment method and whether or not the draft has clear. We may require you to provide us with a written request for the stop payment within fourteen (14) days. We may place stop payments on scheduled payments; however, once a payment has begun processing, you must contact the Customer Service Department through the Payment Resolution Center within business bill pay or via writing or phone at:

Phone: 1-866-969-3575

The Customer Service Departments hours of operation are Monday through Friday from 7:30am until 8:30pm ET.

Payments Limitations

Interra Credit Union reserves the right to refuse the designation of a Payee for any reason. Payments to Payee's shall be limited to the United States, including U.S. territories, APO's and AEO's. We shall not be responsible for payments that cannot be made due to incorrect, incomplete, or outdated information.

Unauthorized Transactions

You authorize us to process any transaction initiated by the use of your access code(s), whether or not it was actually authorized by you. Further, we shall have no liability for unauthorized transactions or other use of the Service under this Agreement affected by the use of such access codes, unless otherwise required by law. You agree, by using this service, that your access codes are commercially reasonable security procedures for all purposes, including transaction authorization. It is your sole responsibility to maintain security within your organization, website, and of your access code(s). WE WILL NOT HAVE ANY LIABILITY FOR DAMAGES TO YOU FOR ANY UNAUTHORIZED TRANSACTION MADE USING YOUR ACCESS CODE(S) THAT OCCURS BEFORE WE ARE NOTIFIED OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON SAID NOTICE.

Liability

- You are solely responsible for controlling the safekeeping of your access codes to prevent unauthorized use.
- If you wish to terminate another person's authority to use the business bill pay service, you must notify the Credit Union and arrange to change the access code(s).
- You will be responsible for any bill payment request you make that contains an error or is a duplicate of another payment.
- The Credit Union is not responsible for a bill payment that is not made if you did not follow the appropriate instructions for scheduling payments.
- The Credit Union shall not be liable for any failure to make a bill payment if you have failed to promptly notify us upon learning that you have not received credit from a Payee for a bill payment.
- The Credit Union will not be responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Credit Union's agent.

e-Bill Delivery and Presentment

eBill is a feature that allows you to receive electronic summary versions of paper bills directly to your business bill pay account. It shall be your responsibility to ensure that you continue to receive statements from your Payees. If you elect to activate the eBill feature for your Biller's, you agree to the following:

Information provided to the Biller – In order to update your personal information, you must contact the Biller directly. You are unable to update or change your personal information such as, but not limited to, name, address, phone number(s), email address, with the eBill service through the business bill pay service.

Activation – Upon activation of the eBill feature, you authorize us to notify the Biller of your request to receive electronic billing information. The presentment of your first eBill may take up to sixty (60) days, depending on the Biller's billing cycle. Further, the decision to provide a paper statement in addition to the eBill is at the sole discretion of the Biller.

Notification – We will use our best efforts to ensure all bills are presented to you in a timely fashion. In addition to notifying you within the business bill pay site, we may, but are not required to, provide an email alerting you that your eBill is ready to view.

Non-delivery, accuracy and eBill disputes – You agree to hold harmless the Credit Union of non-delivery and inaccuracies in eBills, provided by the Payee. You are responsible for timely payment of all bills. You must require all copies of previous bills through the Biller.

This agreement does not alter your liability or obligations that exist between you and your current Biller's.

Disputes

In the event of a dispute between you and the Credit Union, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement supersedes any proposal or prior agreement, oral or written, and any other communications between you and the service relating to the subject of this Agreement. If there is a conflict between you, us, or the third party contracted by us to provide this service, the terms of this Agreement shall prevail.

Amendments

We have the right to change this Agreement at any time by notice mailed to you at the last known address we have shown on the account in the Credit Union's records, by providing notice to you in such a manner that is deemed appropriate by the Credit Union. Continuing to use the business bill pay service after you have received notice of the change, shall serve as your acceptance of the changes. Further, you agree as a user of business bill pay, to receive all legally required notifications by electronic means.

Termination

The Credit Union has the right to terminate this Agreement at any time. Additionally, you may terminate this Agreement by providing written notice to the Credit Union. If you provide such notice, we shall not be responsible for any scheduled or fixed payment made before we have reasonable opportunity to act on your termination notice.

Indemnification

As a business entity or an individual performing transactions from a business account, you agree to indemnify us and hold us harmless from and against any and all claims, demands, expenses (including but not limited to reasonable attorney fees and costs), losses or damages claimed by any third parties (including but not limited to any company representatives or other persons authorized to perform transaction) arising out of (i) any transactions or attempted transactions covered by this agreement from a business account or (ii) your breach of this agreement.

Governing Law/Severability

Regardless of where you live, work or access our Online Banking services, this Agreement shall be governed by and construed in accordance with the laws of Delaware. In the event any one or more of the provisions of this Agreement will for any reason become invalid, illegal or unenforceable, the remaining provisions will remain valid and enforceable.