



## Bill Pay Agreement

### Definitions

"Alliant," "Our," "Us," and "We" mean Alliant Credit Union.

"Bill Pay," "Bill Pay Service," and "Service" mean Alliant Credit Union's bill payment and presentment services offered through Alliant online banking at <https://www.alliantcreditunion.com>.

"Bill Pay Services Correspondence" means Bill Pay Agreement, disclosures, change in terms, and notifications.

"Estimated Delivery Date" means the date indicated in the Service that we estimate the Payee will receive payment for a Bill Pay scheduled through the Service.

"Overdraft Protection" is a service that members may opt in to for their Alliant checking accounts. If you opt in, we will honor checks, ACH debits, external Bill Pay items, and debit card transactions drawn on your insufficient available balance. We will do so by transferring funds from another deposit or loan account, as you have directed under the Overdraft Protection plan agreement or per the terms of your applicable loan account, and in accordance with the Account Agreement and Disclosures.

"Payee" means the individual, business or other entity to which you intend to send a Payment through the Service and to whom you authorize Alliant Credit Union to remit Payments on your behalf through the Service.

"Payment" means the specific single instance of a one-time payment or a specific instance of a recurring payment, as the case may be. All Payments shall be made in U.S. dollars.

"Payment Instruction" means the Payee and Payment information that you or your authorized user provides to instruct Alliant and Service Provider to initiate a Payment to a Payee. By providing us with this information, you authorize us to follow the information entered and to make Payment(s) to the Payee(s) you designate.

"Prohibited Payments" means the following types of payments, which you are prohibited from making through the Service: (1) tax payments and other governmental fees; (2) court-ordered payments, alimony and child support payments; (3) payments to Payees outside of the United States; (4) payments to loan sharks or to other gambling debts; and (5) payments otherwise prohibited by law.

"Service Provider" means the associated third party (i.e. Connect Financial Software Solutions LLC) with whom Alliant Credit Union has contracted to provide the processing of bill payments and related transactions.

"Withdrawal Date" means the date that funds are debited from your account to pay a bill scheduled through the Service.

"You" or "your" means each person who is authorized to use the Bill Pay Service.

### Electronic Delivery

By receiving your Bill Pay Services Correspondence electronically, you acknowledge that you will not receive a hard copy of these documents.

You have the right to withdraw your consent to conduct business electronically. If you select this option, your access to electronic banking (including Bill Pay) will be terminated. You may withdraw your consent by contacting us at 800-328-1935.

If you would like to receive a paper copy of your Bill Pay Services Correspondence, please send us a secure message through online or mobile banking. We may charge a Document Copies fee, as outlined on the Fee Schedule, to obtain copies of Bill Pay Services Correspondence or other documents.



#### Your Liability for Unauthorized Transfers

**Tell us AT ONCE if you believe your password has been compromised, or if you believe that a Bill Pay has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your checking account, and if you have Overdraft Protection on your checking account, you could also lose all the money in any accounts linked through Overdraft Protection.** If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your Bill Pay without your permission.

If you do NOT tell us within two (2) business days after you learn of the unauthorized use of your password, and we can prove we could have stopped someone from using your Bill Pay without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make or which were not authorized by you, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you 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 for a reasonable time.

#### Contact in Event of Unauthorized Transfer

If you believe your password has been compromised, call: 800-328-1935 or write: Alliant Member Payment Operations, P.O. Box 66945, Chicago IL 60666.

You should also call the number or write to the address listed above if you believe a Bill Pay has been made using the information from your Bill Pay check without your permission.

#### Business Days

For purposes of this Agreement, our business days are Monday through Friday, excluding federal holidays.

#### Payment Limits

**(1) Account access.** You may use your Bill Pay to pay bills directly from your checking account in the amounts and on the days you request.

**(2) Limitations on dollar amounts of transfers.** You may initiate Bill Pays up to \$20,000 per payee, and \$30,000 total per day.

#### Fees

There is no charge for enrollment into the Service.

There may be charges for additional services and requests. Please see our Fee Schedule for more information. There will be no charge for any item if needed to correct a Service error.

#### Canceling or Editing Payments

You may cancel or edit any pending payment by following the directions within the Service. There is no charge for canceling or editing a Pending Payment. Once the Service has begun processing a payment, you cannot cancel or edit the payment through the Service.

You may attempt to cancel a payment after the Service has begun processing a payment by submitting a stop payment request over the phone or via a secure message in online or mobile banking. Our ability to successfully stop payment depends on how the funds were remitted to the Payee and the elapsed time since the Payment began processing. We will make reasonable efforts to stop payment per your request, but we will not be liable if we are unable to stop payment.

#### Our Liability if We Do Not Properly Complete a Bill Pay Transfer

If we do not properly complete a bill payment made through the Service on or before the "Estimated Delivery Date," we will pay any late fees or finance charges up to two hundred and fifty dollars (\$250.00) directly caused by a delay or error on our part.

If you order a stop payment on a check in accordance with the instructions outlined within the section above and we fail to do so, we will also pay any related late fees or finance charges, as long as we are provided sufficient time to stop the payment and you provide us with accurate information about the payment.

Our liability does not cover charges, fees, or other consequences caused by you or payment processing delays not caused by us or within our control, including but not limited to, if:

- You do not schedule a Payment correctly;
- You schedule a duplicate Payment Instruction;
- You schedule a Prohibited Payment;
- Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that have been taken;
- Your account with the Payee was already past due or in default before the "Estimated Delivery Date";
- A third party fails to properly transmit payment to an intended Payee;
- A Payee fails to properly apply the payment to your account once delivered;
- There are insufficient available funds or credit availability in your Bill Pay payment account and/or a linked Overdraft Protection plan on the "Withdrawal Date";
- A legal order directs us to prohibit withdrawals from the Bill Pay payment account;
- The payment was misrouted or delayed because the information you provided for the Payee was incorrect or incomplete;
- The Bill Pay payment account is closed or frozen; or
- Any part of the electronic funds transfer system is not working properly.

Our liability also does not cover indirect, special, or consequential damages arising out of the use of the Bill Pay service. We do not recognize "Grace Periods," "Late After," "Postmarked By" dates, or other similar designations when considering the reimbursement of late fees or finance charges.

Bill Pay should not be used to transfer or deposit funds into a checking, savings, brokerage, or other deposit type of account at another financial institution. We can't guarantee correct delivery or routing, and our Bill Pay Payment liability does not cover this type of transfer.

If we reasonably suspect fraud of any type relating either directly or indirectly to your account or a bill payment, we may take action, which may include, without limitation, canceling the payment.

Alliant's Bill Pay payment liability does not cover Bill Payments if you fail to promptly notify us after you learn that you have not received credit from a Payee for a Bill Payment.

We and/or Service Provider and its suppliers provide the Service from our own sites and make no representation or warranty that any information, material or functions included in the Service are appropriate for use by you in your jurisdiction. If you choose to use the Service, you do so on your own initiative. Neither Alliant nor the Service Provider nor any of its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of the Service, or contained in any third-party sites linked to or from our and/or Service provider's websites. WE AND SERVICE PROVIDER MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF THE SERVICE, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. WE AND SERVICE PROVIDER DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

Alliant's Bill Pay Payment liability does not cover charges, fees, or other consequences if Alliant does not have responsibility or liability pursuant to any other provisions of this Agreement, or any other Agreements that you have with Alliant.

#### Disclosure of Information to Third Parties

We may disclose information to third parties about your account or the transfers you make via Bill Pay in accordance with the "ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE" section in the Account Agreement and Disclosures.

#### Error Resolution

In Case of Errors or Questions About Your Bill Pay: Contact us as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. Submit inquiries to:

- Toll-free: 800-328-1935 (24/7) or +1-773-462-2000
- U.S. mail: Alliant Credit Union, PO Box 66945, Chicago, IL 60666-0945
- Electronically through Alliant Online Banking or the Alliant Mobile Banking App:
  1. Log in to online banking or the mobile app;

2. Select "Messages" to compose your secure message;
3. Make sure to include "Error Resolution" in the subject line. In your communication:
  - (1) Tell us your name and account number (if any);
  - (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 more information; and
  - (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 determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 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 10 business days, we may not credit your account.

For errors involving new accounts or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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.

#### Documentation

Refer to Section "6. RIGHT TO RECEIVE DOCUMENTATION" in the Account Agreement and Disclosures for a summary of your right to periodic statements and other documentation for your account linked to Bill Pay.

#### Scheduling Bill Pays

You may schedule Bill Pays any time the service is available. Bill Pays you schedule before 10 p.m. Central Time on Sunday through Thursday will be sent the following business day, excluding federal holidays. Bill Pays scheduled at or after 10 p.m. Central Time Sunday through Thursday will be sent the second business day, excluding federal holidays (ex: a Bill Pay scheduled at 11 p.m. Central Time on Wednesday will be sent on Friday). Bill Pays you schedule at or after 10 p.m. Central Time on Friday until 11:59 p.m. Central Time on Saturday will be sent the following Monday, excluding federal holidays.

We advise you to allow sufficient time for the Payee to receive and process the payment. For mailed checks, 7-10 business should be allowed. For ACH payments, 3-5 business days should be allowed.