



BILL PAY DISCLOSURE AND AUTHORIZATION

Disclosure and Authorization -

In order to apply for this service, you must read and agree to the following Disclosure and Authorization.

I UNDERSTAND that each of my accounts at The Police Credit Union (The Police CU), which are accessed by the Bill Pay Service, continue to be governed by the applicable Membership and Account Agreement(s), Online Banking Agreement and Electronic Notification Disclosure, Electronic Funds Transfer Disclosure and Agreement, Rate and Fee Schedule, Funds Availability Policy Disclosures and any other regulations relating to deposit accounts.

I UNDERSTAND that my payments will be sent either electronically or by paper check, and that payments made by paper check will take a minimum of 4 to 5 business days to reach the payee. The Police Credit Union cannot guarantee the arrival date of any specific payment, and will not be liable for any service fees or late charges levied against me.

I UNDERSTAND that I am responsible for any account deficit resulting from charges or overdrafts as well as any other loss incurred, whether caused by you or another authorized to withdraw funds from an account, together with the costs The Police Credit Union may incur to collect the deficit or loss.

Electronic Bill Payment Authorization -

I AUTHORIZE The Police Credit Union to post payment transactions generated by my use of The Police Credit Union Bill Pay Service to the account I designated at the time I enrolled in this service. I understand that I am in full control of my account. At any time, I can decide to discontinue use of this service. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination. My use of the The Police Credit Union Bill Pay Service signifies that I have read and agree to the terms and conditions of this Disclosure and Authorization.

Additional Terms and Conditions -

The Bill Pay Service offered by the The Police Credit Union is subject to the following terms and conditions as well as all applicable laws. For purposes of this Agreement:

- "Business Day" means Monday through Friday, excluding Credit Union/banking holidays.
- "Cutoff Time" means 1:00 pm. Pacific Standard Time on business days.
- "Maximum Payment" means an amount available to be processed under a Payment Instruction from your Payment Account up to a maximum amount of \$9,999.99.
- "Payee" means the person or entity to whom you wish a bill payment to be directed.
- "Payment Account" means your share account from which bill payments will be made.
- "Payment Initiation Date" means the Business Day of your choice up until 1:00 p.m. Pacific Time upon which your bill payment will begin processing and your Payment Account will be debited.
- "Payment Processing Date" means the Business Day upon which your Payment Instruction is actually processed and your payment is sent to the Payee.
- "Payment Instruction" means the information provided by you to the Service through the Bill Pay Service system for a bill payment to be made from your Payment Account to the Payee (such information includes, but is not limited to Payee name, address, & telephone number, amount, and processing date and frequency of payment).
- "Service" or "Services" means the Bill Pay Service offered by The Police Credit Union.
- "Transaction" means the preparation and remittance of your payment by US Mail or electronic means

Bill Payment -

The Police Credit Union will follow the Payment Instructions we receive from you, including the name, address, and account information for those Payees you authorize to direct such payment. The Police Credit Union will debit your Payment account on the selected Payment Initiation Date in an amount not to exceed the Maximum Payment amount and to remit funds to the Payee on your behalf. However, in no account will you be authorized to direct a bill payment under a single transaction in an amount in excess of the Maximum Payment amount of \$9,999.99 per Payee.



Timing of Instruction and Payment -

Your Bill Pay transactions will be processed on the Business Day following your payment Initiation Date. Payment Instructions entered after the Cutoff Time or on non-Business Days will be considered entered into the Service on the next Business Day. Some Bill Payment transactions may take longer than normal mailing time for the payment from you to be credited by your payee. In addition, you acknowledge and agree that The Police Credit Union is not responsible for the late delivery of payments due to circumstances beyond our control (including, but not limited to, delays in handling, delivery, and Payee's posting of payments). For this reason, you should choose a Payment processing date no less than five (5) Business Days prior to the actual due date. (For example, the payment should be processed no later than the Monday before 1:00 p.m. Pacific Time for a payment to be sent with an expected arrival of the following Monday).

Canceling or Editing a Payment -

A bill payment is deemed a "Pending Payment" from the time Payment Instructions are received by us until the Cutoff Time of 1:00 p.m. Pacific Time on the Business Day of the Payment Initiation Date. If you desire to cancel or edit any Pending Payment (including recurring payments), then you may do so up until 1:00 p.m. Pacific Time on the Business Day of the Payment Initiation Date by editing the information on your "Scheduled Payments" under the "Bill Payment" Section of the Bill Pay Service, or by calling Member Services. There is no charge for canceling or editing a Pending Payment. Cancellation orders sent to us via any other means will not be accepted. However, after 1:00 p.m. Pacific Time on the Payment Initiation Date, your Bill Pay transactions are considered to be "Completed". We will not commit to cancel a payment which is completed. If you attempt to cancel or edit any Completed Payment Instruction, we will make a reasonable effort to accommodate your request and we will have no liability for failing to follow your instructions.

Delayed Processing -

If you initiate a transaction and there are not sufficient available funds in your account, the transaction will not be processed. If there are not available funds on the first business day, we will send notice of bill(s) not yet paid. If the bill has still not been paid on the third business day we will notify you that the bill will not be paid.

Non-completion or Return of a Transaction -

If The Police Credit Union is unable to successfully complete and remit a Bill Pay transaction due to problems associated with your Payment Account or if a completed transaction is returned to us for any reason, such as incorrect Payee name or address, the only record you will receive will be your current account statement. You agree to be responsible for verifying the remittance and acceptance of each returned transaction. The Police Credit Union will not send you any special notice that the transaction has not been completed or has been returned and, in such case, you agree:

- To pay any fees you incur resulting from the incomplete or returned transaction.
- To reimburse us for costs, if any incurred by us.
- To allow us to report facts concerning the transaction to a credit reporting agency

Prohibited Payments to Certain Payees-

The Police Credit Union reserves the right, at our sole discretion, to refuse to complete any Payment Instruction you may submit. The Police Credit Union will notify you promptly if we decide to refuse to pay any designated Payee. However, The Police Credit Union prohibits certain bill payments and such notification is not required if your Payment Instruction attempts to make a prohibited bill payment under this Agreement. The following bill payments are prohibited:

- Federal, state, or municipal tax payments
- Court ordered payments
- Payments to Payees outside the United States

Fees -

The Police Credit Union Bill Pay Service enrolled members will not be charged for access to the Bill Pay Service through December 31, 2015. After this date The Police Credit Union reserves the right to analyze Bill Pay Service activity and assess fees if deemed necessary. You agree to pay such fees and charges as you elect and authorize us to charge your Payment Account for these amounts and any additional fees and charges that you incur. Other standard fees and charges associated with your account will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.



Bill Pay and Regulation D -

Federal Reserve Regulation D, limits the number of withdrawal transactions from certain deposit accounts under certain circumstances. These requirements can be found on our website at www.thepolicecu.org and as included in your Truth in Savings disclosure. Generally, Regulation D prohibits more than six withdrawals from a "savings" account during a 30 day period, including internal transfers of funds from one member to another. Exceeding more than six withdrawals may subject Your account to additional fees, closure, or other penalties as determined by The Police Credit Union.

Changes to Your Information -

You agree to promptly notify us of any change of address or any other changes in the status of your Payment Account (other than changes in its balance). You may call us at (800) 222-1391 or write us at:

The Police Credit Union
1250 Grundy Lane
San Bruno, CA 94066

The Police Credit Union's Liability -

If we do not complete a properly-submitted payment on time or in the correct amount according to our agreement with you, we will be liable for any late fees and/or finance charges assessed against you for the late posting of such payment, excluding any fees or charges assessed on your total outstanding balance with that merchant, subject to limitations and conditions, as more fully described below.

Payment Guarantee -

If a properly scheduled payment is not received and posted on time by the payee, we will attempt to have any late fees or assessed finance charges removed. (Finance charges are calculated based on your payment amount rather than your entire balance.) If the payee is unwilling or unable to remove them, we will pay the fees and finance charges directly to the payee. In addition, we will attempt to have your account noted appropriately to ensure that the situation does not negatively impact your credit rating. (NOTE: Please refer to your Electronic Funds Transfer Disclosure for important information on the limitations of reimbursable fees and finance charges.) The Payment Guarantee applies to late fees and/or finance charges associated with the late posting of a payment, provided that the following conditions are met:

1. The payment was scheduled to be delivered on or before the due date of your bill, excluding any grace periods. (The one exception to this guideline is that mortgage payments may be scheduled so that the payment is sent on or before the due date, excluding grace periods. For example, a mortgage payment due on July 1st, with a 15-day grace period, must have a "Send On" date no later than July 1st)
2. The payment amount did not exceed \$9,999.99.
3. The payment was not made to an excluded payee:
 - Payments to payees located in the Armed Forces Postal Codes such as AE & AP
 - Payments that failed due to insufficient funds or other reasons
 - Payments to settle securities transactions
 - Payments to payoff special or delayed financing for purchases
 - Payments to credit counseling agencies who pay creditors on your behalf
4. The payment was not made to a prohibited payee.
5. The information supplied by you is correct (payee name and address, your name and account number as it appears on the payee's records).

Disclaimer of Certain Liabilities -

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

- You do not obtain a Confirmation Number at the time You initiate a payment or transfer.
- If, through no fault of Ours, Your Account does not have sufficient funds available to complete the payment or transfer.
- You have closed the designated Account or have been removed as a joint owner.
- We have identified You as a credit risk and have chosen to (i) make all payments or transfers initiated by You via the Services utilizing a paper, as opposed to electronic, method or (ii) to terminate Your subscription to the Services.



- Negligent use, disclosure, or loss of your The Police Credit Union Online Banking password or PIN.
- If Your Account is legally subject to some legal process, right of setoff, or encumbrance, or if the funds in Your Account are not immediately available for payments or transfers.
- The Services, Your equipment, or any communications link is not working properly and You know or have been advised by Us about the malfunction before You execute the transaction.
- You have not provided Us with the correct information for those Payees to whom You wish to direct payment or Accounts to which You wish to make a transfer.
- The Payee mishandles or delays handling payments sent by Us.
- Circumstances beyond Our control (such as, but not limited to, fire, flood, or interference from an outside source) prevent the proper execution of the transaction and We have taken reasonable precautions to avoid these circumstances.
- There may be other exceptions stated in Our agreement with You.
- Payments to payees located in the Armed Forces or U.S. Territory postal codes will not be covered.
- Payments to settle securities transactions will not be covered.
- Payments to payoff "special financing" will not be covered.

If We mishandle or incorrectly process your Payment Instruction or cause an incorrect payment to be removed from your Payment Account, then We will be responsible for correcting our mistake, remitting any misdirected transactions to the proper Payee and returning any improperly transferred funds to your Payment Account.

The foregoing constitutes your exclusive remedy under this Agreement. In no event shall The Police Credit Union, or its employees be liable for any direct, indirect, special, incidental, consequential, or punitive damages, whether claimed by you, any third party, or otherwise.

WE ARE NOT RESPONSIBLE FOR ANY OTHER LOSS, DAMAGE, OR INJURY, WHETHER CAUSED BY YOUR EQUIPMENT, THE SERVICE, OR ANY TECHNICAL OR EDITORIAL ERRORS CONTAINED IN OR OMISSIONS FROM ANY USER GUIDE RELATED TO THE SERVICES. WE SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGE ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OR YOUR EQUIPMENT, OR THE SERVICES, EXCEPT WHERE THE LAW REQUIRES A SPECIFIC STANDARD.

Amendment -

The Police Credit Union reserves the right, at our discretion, to amend the terms and conditions of the Agreement at any time upon reasonable advance notice to you by enclosing a notice of such changes in a statement we send to you or by posting notice of the changes on our Online Banking website. Your continued use of the Service after the effective date of any such amendment means you accept the terms of the amendment.

Termination -

You may terminate this Agreement and your use of the Service at any time by notifying us in advance. The Police Credit Union may terminate this Agreement and your use of the Service at any time by providing notice to you if you breach any of the terms and conditions of this Agreement or of your Payment Account. However, termination of this Agreement will not affect the rights and responsibilities of the parties for transactions initiated before termination.

Governing Law. -

You acknowledge and expressly agree that this Bill Pay Service Agreement shall be governed by and constructed in accordance with the laws of the State of California, except only as may be superseded by or otherwise controlled under applicable federal regulations with respect to any action or proceeding to enforce any liability or obligation of this Agreement.