

## Boulder Valley Credit Union

### Internet Banking / Bill Pay Service

#### Terms and Conditions Agreement / Disclosure

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**Note: All references within this document to the terms "Payment Service" and/or "the Service" reflect the Internet ePay (Bill Pay) Service offered Boulder Valley Credit Union.**

#### **Electronic Disclosure of the Terms and Conditions Agreement for the Internet Banking / Bill Pay Service.**

I acknowledge electronic receipt of the Terms and Conditions Agreement ("Agreement") associated with Boulder Valley Credit Union's Internet Bill Pay Service and agree that I have read and will abide by this agreement. I also agree Boulder Valley Credit Union does not need to provide me with an additional paper (non-electronic) copy of this Agreement unless specifically requested. Further, I understand that using my browser's print command and a printer can print a copy of this Agreement.

#### **Use of a Third-Party Bill Pay Service Provider.**

Princeton is the third-party bill pay service provider who Boulder Valley has contracted with to provide bill pay service to its members. Boulder Valley Credit Union will answer questions directly related to member-initiated bill payments. Accordingly, the term "Princeton" represents the customer service provided by Princeton to Boulder Valley Credit Union bill pay subscribers on Boulder Valley's behalf. Boulder Valley, at its sole discretion, reserves the right to change Internet bill pay service providers.

#### **Enrollment Request for the Internet Bill Pay Service**

Boulder Valley Credit Union reserves the right to refuse enrollment in the Internet Bill Pay Service to any member who does not meet the Internet Bill Pay Service criteria which has been established by the credit union and/or Princeton. Included in this criteria may be a requirement that subscribers to this service must live within the United States, its possessions and territories.

#### **Internet Bill Pay Service**

As used in this Agreement, the term "**Payee**" means the vendor, biller, person or entity to whom you wish a bill payment to be directed; "**Payment Instructions**" means the information provided by you to the Service for a bill payment to be made to your Payee (e.g., Payee name, account number, payment amount, payment date, etc.); "**Payment Account**" means your Checking Account and, in the instance of non-sufficient funds and/or an overdrawn account, any applicable share account or available balance on line of credit accounts (e.g., line of credit overdraft accounts) at Boulder Valley Credit Union, from which all bill payments may be made and/or such funds collected; "**Business Day**" means Monday through Friday, excluding Federal holidays; "**Payment Date**" means the Business Day of your choice upon which your bill payment will be made and your Payment Account will be debited; and "**Cutoff Time**" means 11:00 p.m. Mountain Standard Time on any Business Day, and is the time by which you must transmit instructions to have them considered entered on that particular Business Day.

Bill Payment transactions are processed Sunday through Thursday. Any payments set for Friday through Sunday will not be processed until Sunday evening at 11:00 P.M. Mountain Standard Time.

By providing the Payment Service with the names and account information of those entities and/or persons to whom you wish to direct payment, you authorize the Service to follow the Payment Instructions that it receives from you or your authorized user through the Internet Bill Pay Service. When the Service receives a payment instruction, you authorize it to debit your Payment Account and remit funds on your behalf so that the funds arrive as close to the Business Day designated by you as soon as reasonably possible. If an item can be sent by EFT, the system will default to EFT over mailing a check.

For this reason, **it is necessary that all Payment Dates selected by you be no less than ten (10) Business Days before the actual due date for payments.** It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. BVCU is not liable for any fees assessed due to late

payments when using our BillPay service. Payment instructions entered after the Cutoff Time or on a non-Business Day will be considered entered in the Service on the next Business Day. Our Bill Payment processing dates are Sunday through Thursday. The Credit Union will withdraw the designated funds from your account for the bill payment transfer before midnight on the date you schedule for payment, except Friday and Saturday.

If you properly follow the procedures described herein, and the Service fails to send a payment according to the Payment Instructions received, the Service will bear responsibility for all late charges. In any other event, including but not limited to choosing a Payment Date which is not **ten (10)** Business Days before the due date or on or past the due date stated on your invoice or bill, the risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by you.

A bill payment is "In Process" starting at the Cutoff Time on the Payment Date. A bill payment is a "Pending Payment", starting from the time you enter Payment Instructions until the payment is "In Process." A bill payment is considered "Completed" on the Business Day you selected as the scheduled Payment Date. You may cancel or edit any Pending Payment (including recurring bill payments) by following the directions provided on the Internet Bill Pay system Online Help. There is no charge for canceling or editing a Pending Payment. Please note: we may not have a reasonable opportunity to act on any stop payment or cancellation order given after a payment is "In Process" and **it is not possible to stop or cancel a payment which is "Completed."** *If you desire to cancel or stop any payment which is "In Process", you must call Boulder Valley Credit Union at 303.442.8850 or toll free 1.800.783.8850. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. **Stop payment requests sent to us via electronic mail or in any other manner other than in person may not reach us in time for us to act on your request.*** Stop payment requests will be accepted only if we have a reasonable opportunity to act on such a stop payment order. If you call, we may also require you to present your request in writing within fourteen (14) days after you call. The charge for each stop payment order will be the then current charge for such service as disclosed in Boulder Valley's **Fee Schedule**. The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability if it is unable to complete any payments initiated by you through the Service because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Payment Account does not contain sufficient funds to complete the payment or transfer, or the transfer would exceed the credit limit of your established line of credit account, if applicable (Note: Boulder Valley Credit Union may, at its option, pay a scheduled bill payment which exceeds the balance in the checking account by transferring the amount of the resulting overdraft from your available line of credit or the prime share savings account, indicated on the Membership Application and Agreement or on any subsequent Account Change Card. Per Federal regulation, pre-authorized telephone, Internet or automatic transfers from prime share savings to cover Checking overdrafts cannot exceed six in number per calendar month);
2. The bill 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;
3. The Payee mishandles or delays a payment sent by the Service;
4. You have not provided the Service with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment;
5. Circumstances beyond the Service's control (such as, but not limited to, fire, flood, or interference from an outside force) that prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing five (5) exceptions to the Service's performance obligations are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment account or causes funds from your Payment Account to be directed to a person or entity which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account and for directing to the proper recipient any previously misdirected payments or transfers.

Payment will be made to your Payee either electronically via the Automated Clearing House (ACH) or by check. The method of payment depends upon the processing method that can be accommodated by the Payee or Princeton (e.g., some Payees are unable to accept electronic payments).

The payment may be deducted from your Payment Account by two methods depending upon the amount of the payment and your credit history. The two methods are: 1.) Via an electronic debit through the Automated Clearing House Association (ACH) or 2.) Via a draft drawn on your account and processed through the Federal Reserve System (as if you had written a check drawn upon your Checking Account.) All bill payments debited from your account will appear on your monthly Statement of Account and under the "BILL PAY HISTORY" section of the Internet Bill Pay on the Boulder Valley Internet Home Banking System. Bill Payment items will reflect the name of the Payee (e.g., XYZ Utility Company) as well as the effective date and amount. All payments can be viewed with the Payee's name and payment date by reviewing your recent payment history under the Bill Pay History option provided to you as part of the Internet Bill Pay Service.

### **Prohibited Payments**

The following payment types are prohibited through the Service:

1. Tax Payments
2. Court Ordered Payments
3. Payments to Payees outside of the United States or its possessions/territories

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLTION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND OR THE SERVICE.

### **EXCLUSIONS OF WARRANTIES**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **Internet Banking Access Code/Password and Security**

To access the Internet Bill Pay service you will need to log on to the Boulder Valley Internet Home Banking service and then click on the Internet Banking icon. From there, the system will link you to the Internet Banking and Bill Pay site, where you will enter your password (using the Account Number and Internet Banking Access Code associated with this service).

You agree not to give or make available your Boulder Valley Credit Union Internet Banking Account Number and Internet Banking Access Code to any unauthorized individuals. You are responsible for all bill payments you, and your Internet Bill Pay authorized user, authorize using the Service. If you permit other persons to use the Service or your Boulder Valley Credit Union Account Number and Internet Banking Access Code (even though you have agreed not to disclose this information); you are responsible for all transactions they authorize. If you believe that your Boulder Valley Credit Union Account Number and Internet Banking Access Code has been lost, stolen or compromised, or that someone may attempt to use the Service without your consent or has transferred money from your account by accessing your account without your permission, you must notify Boulder Valley Credit immediately by calling us at 303.442.8850 or 1.800.783.8850 during business hours.

You also agree that Boulder Valley Credit Union may revoke your Internet Bill Pay and/or Internet Home Banking account access services if unauthorized account access and/or transactions occur as the apparent result of negligence in the safeguarding of the Account Number and Internet Banking Access Codes belonging to you and/or your authorized user. Further, you agree that, if Boulder Valley Credit Union is notified that you have included the credit union in the filing of a petition of bankruptcy, Boulder Valley Credit Union may revoke or refuse to grant you Internet Bill Pay service and/or Boulder Valley Credit Union Internet Home Banking account access to your account.

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

If you tell the credit union within two (2) Business Days after you learn of unauthorized access to your account(s) and/or that your Boulder Valley Credit Union Internet Home Banking Account Number and Internet Banking

Access Code has been lost, stolen or compromised, you can lose no more than \$50.00. If you fail to notify the credit union within (2) Business Days after you learn of unauthorized access to your account(s) and/or that your Boulder Valley Credit Union Internet Home Banking Account Number and Internet Banking Access Code has been lost, stolen or compromised, and we can prove that we could have prevented the unauthorized access to your account(s), or use of your Boulder Valley Credit Union Internet Home Banking Account Number and Internet Banking Access Code had you notified us, you could lose as much as \$500.00. If your monthly statement or your online account detail reflect any transfers or payments that you did not make, tell us at once. If you do not tell us within sixty (60) days after the first statement which reflected an unauthorized transfer(s) or payment(s) was mailed to you, you may not get back any money you lost after the 60 days, provided that we can prove that we could have stopped someone from taking money if you had told us in time.

### **Errors and Questions**

In case of errors and questions about your electronic transfers or payments, as soon as you can, you should:

1. Telephone us at 303.442.8850 or toll free at 1.800.783.8850.
2. Write us at: Boulder Valley Credit Union 5505 Arapahoe Ave., Boulder, CO 80303.

If you think that your statement is wrong or you need more information about a bill payment listed on the statement, we must hear from you no later than (60) days after you received the FIRST statement on which the problem or error appeared. You must:

1. Tell us your name and account number.
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, in person or by telephone, we may require that you send us your complaint or question in writing within ten (10) Business Days after providing verbal notification.

We will tell you the results of our investigation 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 45 days to investigate the complaint or question. If we decide to do this, we will re-credit your account within ten (10)\* Business Days for the amount you think is in error, so that you may 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 determine there was no error, we will send you a written explanation within three (3) Business Days after we finish the investigation. We may revoke any provisional credit provided to you if we find that an error did not occur. You may ask for copies of documents which we used in our investigation.

\*If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

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

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transfers you make ONLY in the following situations:

1. If we return transfers or payments made from your account which are drawn on insufficient funds or if we are unable to complete an electronic transfer or payment because of insufficient funds, or
2. Where it is necessary for completing transfers, or
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant, or
4. To a consumer reporting agency for quality assurance.

5. In order to comply with a governmental agency or court orders, or
6. If you give us your written permission.

### Charges or Fees

There is no fee associated with our Internet Bill Pay Service. **Please note:** *Your Boulder Valley loan accounts may not be paid by using the Internet Bill Pay Service, but instead may be paid by using the transfer/payment option on the Boulder Valley Internet Home Banking service or by automatic transfer from your Boulder Valley Checking account at no charge.* Additionally, charges for other transactions and optional services (e.g., Non-Sufficient Funds or Stop Payment Fees) are specified in Boulder Valley's **Fee Schedule** which can be found on the Boulder Valley Credit Union web site.

You agree to pay such fees and charges, and authorize the Service to charge your designated Payment Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your savings or loan accounts will continue to apply (please refer to the "Membership & Account Agreement").

You are responsible for any and all telephone access fees or Internet service fees that may be assessed by your telephone utility and/or Internet Service Provider. We reserve the right to change the fees with 30 days notice. You agree to any fees on the Boulder Valley Credit Union **Fee Schedule** under the Internet Banking/Bill Payment Fees. All payments made through the online Bill Payment service must be payable in U.S. dollars.

### In the Event a Service Transaction Is Returned and/or Overdraws Your Payment Account

In using the Service, you are requesting the system 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 not sufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. You agree that a non-sufficient funds (NSF) fee will be charged in accordance with the credit union's established and published service fees. By enrolling for and using this Internet Bill Pay service you agree that Boulder Valley has the right to transfer funds from your available balance on your line of credit account as well as from all of your share accounts to recover funds for all payments that have been requested to be paid by you and your authorized user: this includes accounts on which you are the primary member-owner, as well as accounts on which you are the joint owner. Please note there will be a \$3.00 fee for this service.

### Alterations and Amendments

The terms of this Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall send notice to you at your address of record or by secure electronic message via the Boulder Valley Credit Union Internet Home Banking service. Any use of the services after the service sends you a notice of change will constitute your agreement to such change(s). Further, the Service, may, from time to time, revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the Internet Bill Pay programs, services, and/or related material and limit access to the Service's more recent revisions and updates.

### Address Changes

You agree to promptly notify Boulder Valley Credit Union in writing of any address change and change it on your online Bill Payment Address. Changing your address on the Service does not automatically update your address of record at Boulder Valley Credit Union. Similarly, updating your address at Boulder Valley Credit Union does not automatically update the address on the Bill Payment Service.

### Termination or Discontinuation

In the event you wish to discontinue the Service, you must contact Boulder Valley Credit Union Credit Union in writing within 10 days prior to the actual service discontinuation date. **All written notification must be signed** and sent to:

**Boulder Valley Credit Union**  
Internet Banking Department  
5505 Arapahoe Ave.  
Boulder, CO 80303

Boulder Valley Credit Union may terminate Service to any individual at any time with cause, but without advance notice. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

### **Payee Limitations**

The Service reserves the right to refuse to pay any person or entity to which you may direct a payment. The Service is obligated to notify you promptly if it decides to refuse to pay a person or entity designated by you. This notification is not required if you attempt to pay tax or court-related payments or payments outside the United States and its possessions/territories (American Samoa, Guam, Marshall Islands, Micronesia, N. Mariana Islands, Palau, Puerto Rico and the Virgin Islands), which are prohibited under this agreement.

### **Information Authorization**

Through your enrollment in the Internet Bill Pay Service, you agree that Boulder Valley Credit Union (or its third-party bill pay service provider) reserves the right to request a credit agency report and/or a review of your credit rating at its own expense through an authorized credit agency/bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a merchant or financial institution to resolve payment-posting problems.

### **Disputes**

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what one of the Service's employees says and the terms of this Agreement, the terms of the Agreement shall control.

### **Assignment**

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third-party service providers.

### **No Waiver**

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### **Captions**

The captions of Sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions for the Agreement.

### **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, United States of America, without regard to its conflicts of law provisions.

### **Online Home Banking / Bill Pay Disclosure**

The following limitations on Online Banking transactions may apply in using the services listed above:

- 1. Transfers:** You may make funds transfers to other accounts of yours as often as you like. However, transfers from your savings accounts will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.
- 2. Account Information:** The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.

3. **E-Mail:** The Credit Union may not immediately receive E-mail communications that you send and the Credit Union will not take action based on E-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you should call the Credit Union at 303-442-8850 or toll free at 1-800-783-8850.
4. **Bill Payments:** You may authorize new payment instructions or edit previously authorized payment instructions for bill payments that are either periodic and nonrecurring (i.e. payments on merchant charge accounts that vary in amount) or automatic and recurring (i.e. fixed mortgage payments) up until the "Cutoff Time". When you transmit a bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from the account you designate. The Credit Union will not process any bill payment transfer if the required transaction information is incomplete or if there are insufficient funds in your checking account to make the bill payment request. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous.

**Internet Banking Fees**

Photo Copies \$5.00

Stop Payments \$15.00

Manual Re-Issue Check \$10.00

Express Mail service \$15.00

**Authorization: You desire to subscribe to the Services and authorize Us, and any third party acting on Our behalf, to serve as Your agent in processing payments to targeted Merchants and/or transfers to and from targeted Accounts pursuant to Your payment and/or transfer instructions, and You authorize Us to post such payment and/or transfer to Your designated Account(s). You understand that We may not make certain payments and/or transfers if sufficient funds are not available in Your designated Account. This authorization is in force until revoked by You or Us in writing and is subject to the Internet Banking/Bill Pay Service Terms and Conditions Agreement.**