

Bill Payment Service Agreement

1. INTRODUCTION

This Agreement is the contract which covers your and our rights and responsibilities concerning the Bill Payment Services offered to you by Star One Credit Union ("Credit Union"). In this Agreement, the words "you" and "your" mean those who submit a Bill Payment Service authorization form and any authorized users. The word "account" means any one or more share accounts you have with the Credit Union. By submitting the online acceptance below, you agree to the following terms governing your and our rights and responsibilities concerning the Bill Payment electronic funds transfer services. Electronic funds transfers ("EFTs") are electronically initiated Bill Payment transactions involving your Credit Union deposit accounts.

Upon approval, you may use your personal computer to access your accounts. You must use your member number along with your security code to access your accounts. The Bill Payment service is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the Credit Union's Bill Payment services may not be available due to system maintenance. You will need a personal computer, Internet access and an appropriate web browser. The online address for the Bill Payment service is <https://www.starone.org>. You are responsible for the installation, maintenance and operation of your computer and modem. The Credit Union will not be responsible for any errors or failures involving any telephone service, computer or mobile device.

2. SERVICE DEFINITIONS

"Service" means the Bill Payment Service offered by Star One Credit Union ("Credit Union").

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Credit Union for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

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

"Scheduled Payment Date" is the day you want your Biller 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 Biller 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.

3. PAYMENT SCHEDULING

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the Payment. Therefore, you will not be permitted to select a Scheduled Payment Date less than the earliest possible Scheduled payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Due Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

4. THE SERVICE GUARANTEE

Due to circumstances beyond the control of the Credit Union, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. If your payment was scheduled to be paid before the Due, Date in accordance with the guidelines described under "Payment Scheduling" in this Agreement, but the payment is posted after Due Date, the Credit Union will bear responsibility for any late payment related charges up to \$50.00 except as set forth below.

5. PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By providing the Credit Union with names and account information of Billers to whom you wish to direct payments, you authorize the Credit Union to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Credit Union may edit or alter payment data or data formats in accordance with Biller directives.

When the Credit Union receives a Payment Instruction, you authorize the Credit Union and its processing agents to debit your Payment Account and remit funds on your behalf so that the funds arrive as soon as reasonably possible after the Scheduled Payment Date designated by you. You also authorize the Credit Union and its processing agents to credit your Payment Account for payments returned to the Credit Union by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Credit Union will use its best efforts to make all your payments properly. However, the Credit Union shall incur no liability and any Service Guarantee shall be void if the Credit Union is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Credit Union, 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 by the Credit Union about the malfunction before you execute the transaction;
3. You have not provided the Credit Union with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Credit Union (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Credit Union has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Credit Union 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 Biller which does not comply with your Payment Instructions, the Credit Union shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

6. PAYMENT METHODS

The Credit Union reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, an electronic payment, an electronic to check payment, a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment) or other reasonable method selected by the Credit Union.

7. PAYMENT CANCELLATION REQUESTS

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Credit Union has begun processing a payment it cannot be canceled or edited, therefore a stop payment request must be submitted.

8. STOP PAYMENT REQUESTS

The Credit Union's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Credit Union may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Credit Union will make every effort to accommodate your request, the Credit Union will have no liability for failing to do so. The Credit Union may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

9. PROHIBITED PAYMENTS

Payments to Billers outside of the United States or its territories are prohibited through the Service.

10. EXCEPTION PAYMENTS

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Credit Union be liable for any claims or damages resulting from your scheduling of these types of payments. The

Credit Union has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, misposted or misdirected payments will be the sole responsibility of you and not of the Credit Union.

11. BILL DELIVERY AND PRESENTMENT

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

- a. Information provided to the Biller. The Credit Union is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all user names and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.
- b. Activation. Upon activation of the electronic bill feature the Credit Union may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
- c. Authorization to Obtain Bill Data. Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
- d. Notification. The Credit Union will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Credit Union may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically login to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
- e. Cancellation of Electronic Bill Notification. The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The time frame for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Credit Union will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Credit Union will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- f. Non-Delivery of Electronic Bill(s). You agree to hold the Credit Union harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- g. Accuracy and Dispute of Electronic Bill. The Credit Union is not responsible for the accuracy of your electronic bill(s). The Credit Union is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your

electronic bill summary or detail must be addressed with the Biller directly. This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

12. SECURITY OF ACCESS CODE

- a. **Initial Access.** After you have successfully completed and submitted the online registration form, you will be notified of the Service availability. Once notified, you may log on to the Bill Payment Service, through the Internet Banking service, using your Internet Banking PIN ("access code") and navigating to the Bill Payment Service.
- b. **Security.** The access code for this Service is the same as your Internet Banking PIN, and is issued for your security. 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 Service to review all of 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.
- c. **Authorization.** 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 the services immediately.

13. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

14. ERRORS AND QUESTIONS

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

1. Telephone us at (408) 543-5202 or (866) 543-5202 during customer service hours;
2. Contact us by using the application's e-messaging feature; and/or,
3. Write us at: Star One Credit Union PO Box 3643, Sunnyvale, CA 94088-3643 Attn: Web Services

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the first statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and account number;
2. Describe the error or the transaction question, and explain as clearly as possible 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 verbally, we may require that you send your complaint in writing within ten (10) Business Days after your 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. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Credit Union may revoke any provisional credit provided to you if we find an error did not occur.

15. 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 transactions you make in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a credit bureau or Biller;
4. To obtain a credit report from a consumer reporting agency to verify your eligibility for this service from time to time;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your express permission.

16. SERVICE FEES AND ADDITIONAL CHARGES

There is no monthly Bill Payment. 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. There is a \$13 non sufficient funds (NSF) fee.

17. FAILED OR RETURNED TRANSACTIONS

In using the Service, you are requesting the Credit Union and its processing agent 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 insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Credit Union. In such case, you agree that:

1. You will reimburse the Credit Union immediately upon demand the transaction amount that has been returned to the Service;
2. You will reimburse the Credit Union for any fees imposed as a result of the return;
3. You will reimburse the Credit Union for any fees it incurs in attempting to collect the amount of the return from you; and,
4. The Credit Union is authorized to report the facts concerning the return to any credit reporting agency.

18. ALTERATIONS AND AMENDMENTS

This Agreement, applicable fees and service charges may be altered or amended by the Credit Union from time to time. In such event, the Credit Union shall provide notice to you. Any use of the Service after the Credit Union provides you a notice of change will constitute your agreement to such change(s). Further, the Credit Union may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete.

19. ADDRESS OR BANKING CHANGES

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Credit Union is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

20. SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

We require your signature or digital signature to cancel the Bill Pay service. In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Log in to Online Banking and click on the Online Forms icon. Complete the Bill Pay Cancellation form and submit.
2. Ask for a Bill Pay Cancellation form at any branch. Complete and return to any Star One employee.
3. Write us at: Star One Credit Union PO Box 3643 , Sunnyvale, CA 94088-3643 Attn: Web Services.

Any payment(s) the Credit Union has already processed before the requested cancellation date will be completed by the Credit Union. All Scheduled Payments including recurring payments will not be processed once the Service is canceled. The Credit Union may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

21. BILLER LIMITATION

The Credit Union reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This

notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

22. RETURNED PAYMENTS

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Credit Union for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Credit Union will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account.

23. INFORMATION AUTHORIZATION

Your enrollment in the Service may not be fulfilled if the Credit Union cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Credit Union reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Credit Union may obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

24. OTHER GENERAL TERMS

1. **Entire Agreement.** You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Credit Union which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Credit Union relating to the subject matter of this Agreement. If there is a conflict between an employee and the terms of this Agreement, the terms of this Agreement will prevail.
2. **Severability.** In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.
3. **Disputes and Enforcement.** In the event of a dispute regarding the Service, you and the Credit Union agree to resolve the dispute by looking to this Agreement. 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. This Agreement shall be governed by and construed under the laws of the state of California as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. 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 California 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 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.

[\(Back to Top\)](#)