

# **KEMBA ONLINE BILL PAY AGREEMENT AND DISCLOSURE**

## **BILL PAYMENT OVERVIEW**

KEMBA Peoria Credit Union offers bill pay services for Internet Banking users from iPay Solutions. Bill Payment provides the capability to receive and initiate payment of bills OnLine and eliminates the need to write checks and pay postage. Bill payment is accessible through KEMBA's Internet Banking site, KEMBA ONLINE (KOL), which provides the latest encryption technology available for secure transactions.

Bill payments are only processed on actual business days and the payments can take anywhere from 3 to 7 business days to reach the payee. The main variable in processing time is whether the payee accepts electronic payments or requires a physical check. Your KEMBA Share Draft/Share Draft/Checking will be debited within 2 business days of the processing date specified. Electronic Bill Payment transactions appear on your monthly statements as ACH debits with the payee names.

KEMBA does not initiate the Bill Payment transactions. All Bill Payment transactions are processed by iPay Solutions (Internet Bill Pay Service). If you have questions about a Bill Payment transaction, you must **contact iPay Solutions at 866-956-0980**.

## **SECTION I – AGREEMENT, SERVICE DESCRIPTION, FEATURES, FEES AND LIMITATIONS**

### **AGREEMENT**

“You” or “Your” means each person you authorize to use the service. “Payee” means anyone you designate to pay and the Credit Union accepts as a payee. This KEMBA OnLine Bill Pay Agreement (“Agreement”) is between KEMBA Peoria Credit Union and each member who has enrolled in our KEMBA OnLine Bill Pay Service, together with any person you have authorized to use or access KEMBA OnLine Bill Pay on your behalf. You also agree that the Credit Union does not need to send you a paper copy of this Agreement unless requested by phone or in writing since this disclosure may be printed from the enrollment screen or by going to our website at [www.kembapeoria.com](http://www.kembapeoria.com).

### **AVAILABILITY**

KEMBA OnLine Bill Pay is accessible 24 hours a day, seven days a week. However, from time to time, some or all of the Credit Union's Bill Payment services may not be available due to system maintenance of which you will be notified. The OnLine address for the KEMBA OnLine Bill Pay is [www.kembapeoria.com](http://www.kembapeoria.com). You are responsible for the installation, maintenance and operation of your computer and modem. KEMBA is not responsible for any errors or failures involving any telephone service or your computer.

### **INFORMATION AUTHORIZATION**

Your enrollment in KEMBA OnLine Bill Pay may not be fulfilled if the Credit Union cannot verify your identity or other necessary information. Through your enrollment, you agree that the Credit Union and its service provider reserve 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 and its provider may obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

### **REGISTERING FOR BILL PAY**

Bill Pay allows you to make payments to a third party from your KEMBA Share Draft/Share Draft/Checking. To use Bill Pay you must become a registered user of KOL. Once you have access to your KEMBA Share Draft/Checking OnLine, you may apply for Bill Pay. KEMBA reserves the right to approve or decline the application.

### **BILL PAY MANAGEMENT**

You are responsible for your bill pay management including establishing a funding account for each payee, setting up payees, setting up bill presentment, and scheduling payments. Payments will be remitted (sent) on the date you schedule.

### **FEES**

Bill Pay is FREE for the first three (3) months. After your initial three months, the fee is \$3.95 per month for unlimited use. The monthly bill pay fee will be debited from your Share Draft/Share Draft/Checking on approximately the 1<sup>st</sup> business day of each month. There is a fee for copies requested and received for any bill payment that was paid via paper check. The fee for a copy of a paid bill payment is \$5.00. KEMBA reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred. KEMBA has the right to change fees at any time. Any financial fees associated with your standard deposit accounts 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.

### **PRIVACY AND FUNDS AVAILABILITY**

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### **PAYMENTS**

Payments are made either by paper check or electronically by ACH credit. The method employed on any single payment depends on whether the Bill Payment processor has established an electronic payment relationship with the payee and they are found on the electronic payee database. You may schedule a single payment or recurring payments to payees that you designate subject to the limitations described below. 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 under this Agreement.

## **PAYMENT AUTHORIZATION**

By providing KEMBA with the account information from your Share Draft/Share Draft/Checking, you authorize us to follow the payment instructions we receive from you through the Service. 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 you use this Service to send us a payment instruction, you authorize KEMBA to charge your Share Draft/Checking and to send those funds for payment as close as reasonably possible from the date indicated by you in the payment instruction. If your payment is received after the due date of the bill, regardless of any cause except for our failure to reasonably process your explicit payment instruction actually received by us, then you will remain responsible for any late charges and interest assessed. This would be true even if you are unable to access the system due to problems with the Internet, or our servers being temporarily unavailable. If you use the Service to send us your payment instructions after 1 P.M. (Central Standard Time) on a business day, then the Service will treat your instruction as if it was received on the following day.

## **LIMITATIONS**

You may not schedule a single bill payment for greater than \$25,100. Any payee you wish to pay through Bill Pay must be payable in U.S. dollars. Some government or legal agencies will not accept checks issued by third parties. KEMBA is not responsible for any penalties, late fees, finance charges, etc. incurred if a payee will not accept payment from the Bill Pay service. KEMBA reserves the right to refuse the designation of a Payee for any reason. Furthermore, KEMBA is not responsible if a Bill Payment can not be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not in the electronic payee database.

Bill payments are processed by Electronic Fund Transfers (EFT). Please refer to the Electronic Fund Transfers Disclosure information that is available on our Web site [www.kembapeoria.com](http://www.kembapeoria.com).

## **SERVICE AND SUPPORT**

We have contracted with iPay Solutions, a third party service provider, to offer this Bill Payment service. Although we have performed a great deal of due diligence in choosing our service provider, you understand that this service is not provided directly from the Credit Union. For service and support of the Bill Payment product, please contact iPay Solutions at 866-956-0980.

## **SECTION II - THE BILL PAYING PROCESS**

### **SINGLE PAYMENTS**

A single payment will be processed on the business day (Monday through Friday, except certain holidays) that you designate as the payment's process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is currently **1:00 PM, Central Time**. A single payment submitted after the cut-off time on the designated process date will be processed on the following business day. If you designate a non-business date (Weekends and certain holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date. KEMBA reserves the right to change the cut-off time. You will receive notice if it changes.

### **RECURRING PAYMENTS**

When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (Weekends and certain holidays), it is adjusted based on the following rules:

- If the recurring payment's **"PAY BEFORE"** option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment's **"PAY AFTER"** option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

### **PLEASE NOTE:**

If your frequency settings for the recurring payment specify the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date. Weekly recurring payments may not be scheduled on Saturdays.

### **PAYEES RECEIVING BILL PAYMENTS**

The service will calculate the Estimated Arrival Date of your payment. Since this is an estimate, please allow ample time for your payments to reach your Payee.

### **FUNDS DEBITED FROM SHARE DRAFT/SHARE DRAFT/CHECKING**

The Bill Payment processor generates an ACH debit (in the amount of the electronic bill payment) to your Share Draft/Share Draft/Checking. Your Share Draft/Share Draft/Checking will be debited within two (2) banking days.

### **NON SUFFICIENT FUNDS (NSF)**

You agree to have funds on deposit in the Share Draft/Checking in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to us. If a NSF condition exists, your check will not be paid. Your bill payment account will be blocked until the NSF condition is resolved. Any future dated recurring payments scheduled for release during the time the account is blocked will not be sent. The fee for payments returned NSF is the current charge as stated in our Fee Schedule. You agree to pay for such payment obligations on demand. You further agree that KEMBA, at its option, may charge any of your accounts to cover such payment obligations. If you have Courtesy Pay Privilege on your KEMBA Share Draft/Share Draft/Checking, you may not exceed your credit limit.

## **SPECIALTY AND RUSH CHECKS**

In addition to paying bills, you may send gift checks and make donations. When you initiate a specialty check or a rush payment, you also agree to accept the fee associated with the service. The amount of the fee will be disclosed to you at the time of issue. Fees are taken out on the process date and the check amount is debited when the check clears.

## **PROHIBITED PAYEES**

- We will not process payments on your behalf to Post Office Boxes and payees meeting any of the following criteria:
- Designated by the Office of Foreign Asset Control as being a prohibited payee
- Having an address outside of the United States (except for APO)
- Court-ordered payments such as alimony, child support, speeding tickets, etc.
- Tax entities
- Collection Agencies

If a payment to a prohibited payee is inadvertently processed, the payment guarantee does not apply to that payment, and we reserve the right not to process a payment to that payee in the future.

## **CANCELLING OR CHANGING BILL PAYMENTS**

You may cancel or change an outstanding electronic bill payment at any time before the payment cut-off time. Changes are immediate for scheduled and future payments. You may cancel a "Recurring" transaction with a written request received no later than three (3) business days before the process date by contacting Member Services at the address listed in this Agreement. Your request must detail whether the cancellation applies to only one of the recurring transactions, or all transactions in the recurring stream. We may cancel a bill payment if we have reasonable belief that the payment is fraudulent. If we cancel a payment, we will attempt to contact you to inform you of this action.

## **PLACING A STOP PAYMENT ON BILL PAYMENTS**

For stop payment requests on checks initiated after the cut-off time, you must contact KEMBA at (309) 693-6000 or (800) 927-6003. Stop payment requests placed by e-mail or recorded message may not reach us in time to place the stop payment. Payments remitted electronically cannot be stopped. The fee for a stop payment is the current charge for such service as stated in our Fee Schedule.

## **ERRORS IN BILL PAYMENTS**

If you select an electronic payee with an address that is different from that indicated on your payment coupon, you are responsible for any late charges incurred. You always have the option to manually set up a payee with the (correct) address found on your payment coupon or bill.

## **PERSON TO PERSON PAYMENTS**

Person to person is another option which allows you to send an individual money OnLine in a fast and safe manner. This is a onetime payment feature and cannot be used for setting up recurring payments.

## **TRANSFERS TO FINANCIAL INSTITUTIONS**

You may transfer funds from your Share Draft/Share Draft/Checking to other financial institutions. You will need the routing number and the account number for the receiving institution for the transfer to process correctly.

## **MOBILE BILL PAY**

You will be able to use a mobile device such as a cell phone, PDA, or any other wireless device to direct payments to payees that you wish to pay, subject to the KEMBA OnLine Bill Payment Agreement. Payees must be set up using your KOL Account before you are able to make a payment using the Mobile Bill Payment Service. You may not schedule a mobile bill payment for greater than \$1,500.00.

## **eBILL**

This function allows you to receive payment information from your statement from eligible payees (credit card companies, etc). You will need your login credentials for the payee's website. OnLine Bill Pay is unable to update or change your personal information with the eBill payee.

## **INTERNET E-MAIL NOTIFICATIONS**

It is important to keep a current Internet e-mail address on file with us, as we use this to communicate important security events about your account such as:

- Password Changes
- User ID Changes
- Adding New Payees
- Internet E-mail Address Changes

## **DISPUTES**

In the event of a dispute regarding KEMBA OnLine Bill Pay, you and the Credit Union agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement 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 what an employee of the Credit Union says and the terms of this Agreement, the terms of this Agreement will prevail. You agree to pay the Credit Union's reasonable attorneys fees and costs for any actions we take to enforce this Agreement.

## TERMINATION OF SERVICE

We may terminate your participation in KEMBA OnLine Bill Pay for any reason, at any time. We will attempt to notify you in advance, but we are not obliged to do so. If you want to terminate a joint user's authority, you must notify us in writing. You should print and retain this document for safekeeping and reference.

You may not terminate your participation in KEMBA OnLine Bill Pay if you have outstanding bill payments scheduled. If you have no outstanding bill payments, you may terminate your service participation by contacting us by fax at 309-693-7312, by e-mail at [info@kembapeoria.com](mailto:info@kembapeoria.com), or by sending written notice to KEMBA Peoria Credit Union, 2318 W Willow Knolls Dr., Peoria IL 61614.

## SECTION III – WARRANTIES AND RESPONSIBILITIES

### MEMBER RESPONSIBILITIES AND WARRANTIES

#### SECURITY

You warrant and represent that the information you are providing us with is true, correct and complete. You agree not to impersonate any person or use a name that you are not authorized to use. You agree to promptly update your account records if your e-mail address or other information changes. You warrant that you will not use KEMBA OnLine Bill Pay for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of the Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair KEMBA OnLine Bill Pay or interfere with any other party's use and enjoyment of KEMBA OnLine Bill Pay.

You authorize KEMBA to post payment transactions generated by KEMBA OnLine Banking from the Bill Pay Service to the account indicated on the form being sent electronically. You understand that you are solely responsible for controlling the safekeeping of and access to your passwords and that you are liable for all transactions made or that you authorize another person to make even if that person exceeds his or her authority. You will be responsible for any Bill Payment request that contains an error or is a duplicate of another Bill Payment.

#### JOINT ACCOUNTS

**The joint user must be listed as secondary user when you register for KEMBA OnLine Bill Pay.** You confirm that your joint account holder listed has consented for you to use that account with KEMBA OnLine Bill Pay. We will end your use of KEMBA OnLine Bill Pay if any joint account holder notifies us that (a) they never consented to you the use of KEMBA OnLine Bill Pay, (b) the joint account can no longer be operated on your instructions alone, (c) they are withdrawing consent for you to operate the joint account, or (d) KEMBA has no record of a joint account.

#### KEMBA PEORIA CREDIT UNION RESPONSIBILITIES AND WARRANTIES

KEMBA is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment or if you enter an incorrect Share Draft/Checking number. We are not liable for any failure to make a Bill Payment if you fail to promptly notify KEMBA after you learn that you have not received credit from a Payee for a Bill Payment. KEMBA is not 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 KEMBA's agent. In any event, KEMBA will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if KEMBA has knowledge of the possibility of them. KEMBA is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond KEMBA's reasonable control.

If we do not provide a bill payment instruction on time, if we cause an incorrect amount to be removed from an account or if we cause funds from an account to be transferred to any account other than the account or payee's account specified in the appropriate bill payment instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper account or intended payee's account.

#### LIMITATIONS OF KEMBA'S LIABILITY, EXCLUSIONS, OR WARRANTIES

UNLESS OTHERWISE REQUIRED BY LAW, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY THE SERVICE. NOR SHALL OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNEES BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS RESULTING FROM BUSINESS DISRUPTION, LOSS OF DATA, LOSS PROFITS, LOST GOODWILL, OR DAMAGE TO SYSTEMS OR DATA, WHETHER IN AN ACTION FOR CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF KEMBA OR ANY OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY YOU AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF US RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU FOR THE SERVICE RESULTING IN SUCH LIABILITY IN THE TWO MONTH PERIOD PRECEDING THE DATE THE CLAIM WAS ACCRUED.

KEMBA DOES NOT WARRANT THE ACCURACY OF THE CONTENT OR OTHER INFORMATION CONTAINED ON THE WEB SITE. KEMBA DOES NOT WARRANT THAT THE WEB SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE ERROR-FREE, OR THAT ALL DEFECTS WILL BE CORRECTED. FURTHERMORE, KEMBA WILL NOT BE RESPONSIBLE FOR ERRORS, OMISSIONS, INTERRUPTIONS, DELETIONS, DEFECTS, COMMUNICATION LINE FAILURES, DELAYS IN THE OPERATION OR TRANSMISSION OF THE WEB SITE, OR FOR COMPUTER VIRUSES ASSOCIATED WITH THE OPERATION OF THE WEB SITE.

## **WARRANTY AMENDMENTS**

These Terms and Conditions are the legal binding agreement between KEMBA and you with respect to the Service, KEMBA may amend, modify, or update these terms and conditions at any time. You will be agreeing to the current provision of these Terms and Conditions each time you make a payment using the Service. These Terms and Conditions may have been altered or amended from the last time you used the Service so be sure to read it each time before you make a payment to be certain you still agree with its provisions. Your use of the Service after any changes to these Terms and Conditions will constitute your agreement to such change(s).

## **APPLICABLE LAW**

Except to the extent that federal law is controlling, your rights, our rights, and the terms of this Agreement will be governed in all respects by Illinois State law.

## **SECTION IV – ERRORS/CORRECTIONS/CLAIMS**

### **UNAUTHORIZED USE OR UNAUTHORIZED MOBILE BANKING TRANSACTIONS**

Notify us AT ONCE if you believe your password has been lost or stolen or if you believe someone has scheduled payments or may schedule payments to use your account without your permission. Contacting us at 309-693-6000 or 800-927-6003 is the best way to protect you from possible losses. If you do not tell us, and we can prove we could have stopped someone from using your access code without your permission if you had told us, you could lose as much as \$500. However, if you tell us within two (2) Business Days, you can lose no more than \$50.

### **ERROR REPORTING PROCESS**

In case of errors or questions about KEMBA OnLine Bill Pay, funds transfers, or incorrect statements, write to us at [info@kembapeoria.com](mailto:info@kembapeoria.com) or send us an e-mail through the secure messaging within OnLine Bill Pay, or forward by mail to KEMBA Peoria Credit Union, 2318 W Willow Knolls Rd, Peoria IL 61614. You may telephone us at 309-693-6000 or 800-927-6003. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared. The Credit Union may not immediately receive e-mail or secure messaging communications that you send and we will not take action based on email requests until we actually receive your message and have a reasonable opportunity to act.

In your communication about the potential error or question:

1. Tell us your name, and the account number of the Account to which the error relates.
2. Describe the error or the transfer that you are unsure about, and explain as clearly as you can why you believe it is in error and why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we will require that you send us your complaint or question in writing within ten (10) Business Days. Results of the investigation will be communicated within ten (10) Business Days (20 Business Days for new member accounts) after we hear from you and will correct any error promptly by crediting your account within one (1) Business Day. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we take the additional forty-five (45) days, we will adjust the applicable accounts within ten (10) Business Days (20 Business Days for new accounts) for the amount you believe is in error, so that you or your intended recipient will have use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within ten (10) Business Days, we may not re-credit your account. If we decide there is no error, we will send you a written explanation within three (3) Business Days after completing our investigation and debit your account. You may ask for copies of the documents that we used in our investigation.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of other financial institutions. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution or the intended recipient of funds. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

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My use of KEMBA OnLine Bill Pay signifies that I agree to accept all terms and conditions of this Agreement.

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You may not schedule a single bill payment for greater than \$25,100. Any payee you wish to pay through Bill Pay must be payable in U.S. dollars. Some government or legal agencies will not accept checks issued by third parties. KEMBA is not responsible for any penalties, late fees, finance charges, etc. incurred if a payee will not accept payment from the Bill Pay service. KEMBA reserves the right to refuse the designation of a Payee for any reason. Furthermore, KEMBA is not responsible if a Bill Payment can not be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not in the electronic payee database.

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### **RECURRING PAYMENTS**

When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (Weekends and certain holidays), it is adjusted based on the following rules:

- If the recurring payment's **"PAY BEFORE"** option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment's **"PAY AFTER"** option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

### **PLEASE NOTE:**

If your frequency settings for the recurring payment specify the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date. Weekly recurring payments may not be scheduled on Saturdays.

### **PAYEES RECEIVING BILL PAYMENTS**

The service will calculate the Estimated Arrival Date of your payment. Since this is an estimate, please allow ample time for your payments to reach your Payee.

### **FUNDS DEBITED FROM SHARE DRAFT/SHARE DRAFT/CHECKING**

The Bill Payment processor generates an ACH debit (in the amount of the electronic bill payment) to your Share Draft/Share Draft/Checking. Your Share Draft/Share Draft/Checking will be debited within two (2) banking days.

### **NON SUFFICIENT FUNDS (NSF)**

You agree to have funds on deposit in the Share Draft/Checking in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to us. If a NSF condition exists, your check will not be paid. Your bill payment account will be blocked until the NSF condition is resolved. Any future dated recurring payments scheduled for release during the time the account is blocked will not be sent. The fee for payments returned NSF is the current charge as stated in our Fee Schedule. You agree to pay for such payment obligations on demand. You further agree that KEMBA, at its option, may charge any of your accounts to cover such payment obligations. If you have Courtesy Pay Privilege on your KEMBA Share Draft/Share Draft/Checking, you may not exceed your credit limit.

## **SPECIALTY AND RUSH CHECKS**

In addition to paying bills, you may send gift checks and make donations. When you initiate a specialty check or a rush payment, you also agree to accept the fee associated with the service. The amount of the fee will be disclosed to you at the time of issue. Fees are taken out on the process date and the check amount is debited when the check clears.

## **PROHIBITED PAYEES**

- We will not process payments on your behalf to Post Office Boxes and payees meeting any of the following criteria:
- Designated by the Office of Foreign Asset Control as being a prohibited payee
- Having an address outside of the United States (except for APO)
- Court-ordered payments such as alimony, child support, speeding tickets, etc.
- Tax entities
- Collection Agencies

If a payment to a prohibited payee is inadvertently processed, the payment guarantee does not apply to that payment, and we reserve the right not to process a payment to that payee in the future.

## **CANCELLING OR CHANGING BILL PAYMENTS**

You may cancel or change an outstanding electronic bill payment at any time before the payment cut-off time. Changes are immediate for scheduled and future payments. You may cancel a "Recurring" transaction with a written request received no later than three (3) business days before the process date by contacting Member Services at the address listed in this Agreement. Your request must detail whether the cancellation applies to only one of the recurring transactions, or all transactions in the recurring stream. We may cancel a bill payment if we have reasonable belief that the payment is fraudulent. If we cancel a payment, we will attempt to contact you to inform you of this action.

## **PLACING A STOP PAYMENT ON BILL PAYMENTS**

For stop payment requests on checks initiated after the cut-off time, you must contact KEMBA at (309) 693-6000 or (800) 927-6003. Stop payment requests placed by e-mail or recorded message may not reach us in time to place the stop payment. Payments remitted electronically cannot be stopped. The fee for a stop payment is the current charge for such service as stated in our Fee Schedule.

## **ERRORS IN BILL PAYMENTS**

If you select an electronic payee with an address that is different from that indicated on your payment coupon, you are responsible for any late charges incurred. You always have the option to manually set up a payee with the (correct) address found on your payment coupon or bill.

## **PERSON TO PERSON PAYMENTS**

Person to person is another option which allows you to send an individual money OnLine in a fast and safe manner. This is a onetime payment feature and cannot be used for setting up recurring payments.

## **TRANSFERS TO FINANCIAL INSTITUTIONS**

You may transfer funds from your Share Draft/Share Draft/Checking to other financial institutions. You will need the routing number and the account number for the receiving institution for the transfer to process correctly.

## **MOBILE BILL PAY**

You will be able to use a mobile device such as a cell phone, PDA, or any other wireless device to direct payments to payees that you wish to pay, subject to the KEMBA OnLine Bill Payment Agreement. Payees must be set up using your KOL Account before you are able to make a payment using the Mobile Bill Payment Service. You may not schedule a mobile bill payment for greater than \$1,500.00.

## **eBILL**

This function allows you to receive payment information from your statement from eligible payees (credit card companies, etc). You will need your login credentials for the payee's website. OnLine Bill Pay is unable to update or change your personal information with the eBill payee.

## **INTERNET E-MAIL NOTIFICATIONS**

It is important to keep a current Internet e-mail address on file with us, as we use this to communicate important security events about your account such as:

- Password Changes
- User ID Changes
- Adding New Payees
- Internet E-mail Address Changes

## **DISPUTES**

In the event of a dispute regarding KEMBA OnLine Bill Pay, you and the Credit Union agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement 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 what an employee of the Credit Union says and the terms of this Agreement, the terms of this Agreement will prevail. You agree to pay the Credit Union's reasonable attorneys fees and costs for any actions we take to enforce this Agreement.



## TERMINATION OF SERVICE

We may terminate your participation in KEMBA OnLine Bill Pay for any reason, at any time. We will attempt to notify you in advance, but we are not obliged to do so. If you want to terminate a joint user's authority, you must notify us in writing. You should print and retain this document for safekeeping and reference.

You may not terminate your participation in KEMBA OnLine Bill Pay if you have outstanding bill payments scheduled. If you have no outstanding bill payments, you may terminate your service participation by contacting us by fax at 309-693-7312, by e-mail at [info@kembapeoria.com](mailto:info@kembapeoria.com), or by sending written notice to KEMBA Peoria Credit Union, 2318 W Willow Knolls Dr., Peoria IL 61614.

## SECTION III – WARRANTIES AND RESPONSIBILITIES

### MEMBER RESPONSIBILITIES AND WARRANTIES

#### SECURITY

You warrant and represent that the information you are providing us with is true, correct and complete. You agree not to impersonate any person or use a name that you are not authorized to use. You agree to promptly update your account records if your e-mail address or other information changes. You warrant that you will not use KEMBA OnLine Bill Pay for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of the Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair KEMBA OnLine Bill Pay or interfere with any other party's use and enjoyment of KEMBA OnLine Bill Pay.

You authorize KEMBA to post payment transactions generated by KEMBA OnLine Banking from the Bill Pay Service to the account indicated on the form being sent electronically. You understand that you are solely responsible for controlling the safekeeping of and access to your passwords and that you are liable for all transactions made or that you authorize another person to make even if that person exceeds his or her authority. You will be responsible for any Bill Payment request that contains an error or is a duplicate of another Bill Payment.

#### JOINT ACCOUNTS

**The joint user must be listed as secondary user when you register for KEMBA OnLine Bill Pay.** You confirm that your joint account holder listed has consented for you to use that account with KEMBA OnLine Bill Pay. We will end your use of KEMBA OnLine Bill Pay if any joint account holder notifies us that (a) they never consented to you the use of KEMBA OnLine Bill Pay, (b) the joint account can no longer be operated on your instructions alone, (c) they are withdrawing consent for you to operate the joint account, or (d) KEMBA has no record of a joint account.

#### KEMBA PEORIA CREDIT UNION RESPONSIBILITIES AND WARRANTIES

KEMBA is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment or if you enter an incorrect Share Draft/Checking number. We are not liable for any failure to make a Bill Payment if you fail to promptly notify KEMBA after you learn that you have not received credit from a Payee for a Bill Payment. KEMBA is not 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 KEMBA's agent. In any event, KEMBA will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if KEMBA has knowledge of the possibility of them. KEMBA is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond KEMBA's reasonable control.

If we do not provide a bill payment instruction on time, if we cause an incorrect amount to be removed from an account or if we cause funds from an account to be transferred to any account other than the account or payee's account specified in the appropriate bill payment instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper account or intended payee's account.

#### LIMITATIONS OF KEMBA'S LIABILITY, EXCLUSIONS, OR WARRANTIES

UNLESS OTHERWISE REQUIRED BY LAW, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY THE SERVICE. NOR SHALL OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNEES BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS RESULTING FROM BUSINESS DISRUPTION, LOSS OF DATA, LOSS PROFITS, LOST GOODWILL, OR DAMAGE TO SYSTEMS OR DATA, WHETHER IN AN ACTION FOR CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF KEMBA OR ANY OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY YOU AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF US RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU FOR THE SERVICE RESULTING IN SUCH LIABILITY IN THE TWO MONTH PERIOD PRECEDING THE DATE THE CLAIM WAS ACCRUED.

KEMBA DOES NOT WARRANT THE ACCURACY OF THE CONTENT OR OTHER INFORMATION CONTAINED ON THE WEB SITE. KEMBA DOES NOT WARRANT THAT THE WEB SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE ERROR-FREE, OR THAT ALL DEFECTS WILL BE CORRECTED. FURTHERMORE, KEMBA WILL NOT BE RESPONSIBLE FOR ERRORS, OMISSIONS, INTERRUPTIONS, DELETIONS, DEFECTS, COMMUNICATION LINE FAILURES, DELAYS IN THE OPERATION OR TRANSMISSION OF THE WEB SITE, OR FOR COMPUTER VIRUSES ASSOCIATED WITH THE OPERATION OF THE WEB SITE.

## **WARRANTY AMENDMENTS**

These Terms and Conditions are the legal binding agreement between KEMBA and you with respect to the Service, KEMBA may amend, modify, or update these terms and conditions at any time. You will be agreeing to the current provision of these Terms and Conditions each time you make a payment using the Service. These Terms and Conditions may have been altered or amended from the last time you used the Service so be sure to read it each time before you make a payment to be certain you still agree with its provisions. Your use of the Service after any changes to these Terms and Conditions will constitute your agreement to such change(s).

## **APPLICABLE LAW**

Except to the extent that federal law is controlling, your rights, our rights, and the terms of this Agreement will be governed in all respects by Illinois State law.

## **SECTION IV – ERRORS/CORRECTIONS/CLAIMS**

### **UNAUTHORIZED USE OR UNAUTHORIZED MOBILE BANKING TRANSACTIONS**

Notify us AT ONCE if you believe your password has been lost or stolen or if you believe someone has scheduled payments or may schedule payments to use your account without your permission. Contacting us at 309-693-6000 or 800-927-6003 is the best way to protect you from possible losses. If you do not tell us, and we can prove we could have stopped someone from using your access code without your permission if you had told us, you could lose as much as \$500. However, if you tell us within two (2) Business Days, you can lose no more than \$50.

### **ERROR REPORTING PROCESS**

In case of errors or questions about KEMBA OnLine Bill Pay, funds transfers, or incorrect statements, write to us at [info@kembapeoria.com](mailto:info@kembapeoria.com) or send us an e-mail through the secure messaging within OnLine Bill Pay, or forward by mail to KEMBA Peoria Credit Union, 2318 W Willow Knolls Rd, Peoria IL 61614. You may telephone us at 309-693-6000 or 800-927-6003. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared. The Credit Union may not immediately receive e-mail or secure messaging communications that you send and we will not take action based on email requests until we actually receive your message and have a reasonable opportunity to act.

In your communication about the potential error or question:

1. Tell us your name, and the account number of the Account to which the error relates.
2. Describe the error or the transfer that you are unsure about, and explain as clearly as you can why you believe it is in error and why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we will require that you send us your complaint or question in writing within ten (10) Business Days. Results of the investigation will be communicated within ten (10) Business Days (20 Business Days for new member accounts) after we hear from you and will correct any error promptly by crediting your account within one (1) Business Day. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we take the additional forty-five (45) days, we will adjust the applicable accounts within ten (10) Business Days (20 Business Days for new accounts) for the amount you believe is in error, so that you or your intended recipient will have use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within ten (10) Business Days, we may not re-credit your account. If we decide there is no error, we will send you a written explanation within three (3) Business Days after completing our investigation and debit your account. You may ask for copies of the documents that we used in our investigation.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of other financial institutions. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution or the intended recipient of funds. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

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My use of KEMBA OnLine Bill Pay signifies that I agree to accept all terms and conditions of this Agreement.

# **KEMBA ONLINE BILL PAY AGREEMENT AND DISCLOSURE**

## **BILL PAYMENT OVERVIEW**

KEMBA Peoria Credit Union offers bill pay services for Internet Banking users from iPay Solutions. Bill Payment provides the capability to receive and initiate payment of bills OnLine and eliminates the need to write checks and pay postage. Bill payment is accessible through KEMBA's Internet Banking site, KEMBA ONLINE (KOL), which provides the latest encryption technology available for secure transactions.

Bill payments are only processed on actual business days and the payments can take anywhere from 3 to 7 business days to reach the payee. The main variable in processing time is whether the payee accepts electronic payments or requires a physical check. Your KEMBA Share Draft/Share Draft/Checking will be debited within 2 business days of the processing date specified. Electronic Bill Payment transactions appear on your monthly statements as ACH debits with the payee names.

KEMBA does not initiate the Bill Payment transactions. All Bill Payment transactions are processed by iPay Solutions (Internet Bill Pay Service). If you have questions about a Bill Payment transaction, you must **contact iPay Solutions at 866-956-0980**.

## **SECTION I – AGREEMENT, SERVICE DESCRIPTION, FEATURES, FEES AND LIMITATIONS**

### **AGREEMENT**

“You” or “Your” means each person you authorize to use the service. “Payee” means anyone you designate to pay and the Credit Union accepts as a payee. This KEMBA OnLine Bill Pay Agreement (“Agreement”) is between KEMBA Peoria Credit Union and each member who has enrolled in our KEMBA OnLine Bill Pay Service, together with any person you have authorized to use or access KEMBA OnLine Bill Pay on your behalf. You also agree that the Credit Union does not need to send you a paper copy of this Agreement unless requested by phone or in writing since this disclosure may be printed from the enrollment screen or by going to our website at [www.kembapeoria.com](http://www.kembapeoria.com).

### **AVAILABILITY**

KEMBA OnLine Bill Pay is accessible 24 hours a day, seven days a week. However, from time to time, some or all of the Credit Union's Bill Payment services may not be available due to system maintenance of which you will be notified. The OnLine address for the KEMBA OnLine Bill Pay is [www.kembapeoria.com](http://www.kembapeoria.com). You are responsible for the installation, maintenance and operation of your computer and modem. KEMBA is not responsible for any errors or failures involving any telephone service or your computer.

### **INFORMATION AUTHORIZATION**

Your enrollment in KEMBA OnLine Bill Pay may not be fulfilled if the Credit Union cannot verify your identity or other necessary information. Through your enrollment, you agree that the Credit Union and its service provider reserve 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 and its provider may obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

### **REGISTERING FOR BILL PAY**

Bill Pay allows you to make payments to a third party from your KEMBA Share Draft/Share Draft/Checking. To use Bill Pay you must become a registered user of KOL. Once you have access to your KEMBA Share Draft/Checking OnLine, you may apply for Bill Pay. KEMBA reserves the right to approve or decline the application.

### **BILL PAY MANAGEMENT**

You are responsible for your bill pay management including establishing a funding account for each payee, setting up payees, setting up bill presentment, and scheduling payments. Payments will be remitted (sent) on the date you schedule.

### **FEES**

Bill Pay is FREE for the first three (3) months. After your initial three months, the fee is \$3.95 per month for unlimited use. The monthly bill pay fee will be debited from your Share Draft/Share Draft/Checking on approximately the 1<sup>st</sup> business day of each month. There is a fee for copies requested and received for any bill payment that was paid via paper check. The fee for a copy of a paid bill payment is \$5.00. KEMBA reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred. KEMBA has the right to change fees at any time. Any financial fees associated with your standard deposit accounts 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.

### **PRIVACY AND FUNDS AVAILABILITY**

You can view and print our Privacy and Fund Availability Policies on our webpage, [www.kembapeoria.com](http://www.kembapeoria.com).

### **PAYMENTS**

Payments are made either by paper check or electronically by ACH credit. The method employed on any single payment depends on whether the Bill Payment processor has established an electronic payment relationship with the payee and they are found on the electronic payee database. You may schedule a single payment or recurring payments to payees that you designate subject to the limitations described below. 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 under this Agreement.

## **PAYMENT AUTHORIZATION**

By providing KEMBA with the account information from your Share Draft/Share Draft/Checking, you authorize us to follow the payment instructions we receive from you through the Service. 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 you use this Service to send us a payment instruction, you authorize KEMBA to charge your Share Draft/Checking and to send those funds for payment as close as reasonably possible from the date indicated by you in the payment instruction. If your payment is received after the due date of the bill, regardless of any cause except for our failure to reasonably process your explicit payment instruction actually received by us, then you will remain responsible for any late charges and interest assessed. This would be true even if you are unable to access the system due to problems with the Internet, or our servers being temporarily unavailable. If you use the Service to send us your payment instructions after 1 P.M. (Central Standard Time) on a business day, then the Service will treat your instruction as if it was received on the following day.

## **LIMITATIONS**

You may not schedule a single bill payment for greater than \$25,100. Any payee you wish to pay through Bill Pay must be payable in U.S. dollars. Some government or legal agencies will not accept checks issued by third parties. KEMBA is not responsible for any penalties, late fees, finance charges, etc. incurred if a payee will not accept payment from the Bill Pay service. KEMBA reserves the right to refuse the designation of a Payee for any reason. Furthermore, KEMBA is not responsible if a Bill Payment can not be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not in the electronic payee database.

Bill payments are processed by Electronic Fund Transfers (EFT). Please refer to the Electronic Fund Transfers Disclosure information that is available on our Web site [www.kembapeoria.com](http://www.kembapeoria.com).

## **SERVICE AND SUPPORT**

We have contracted with iPay Solutions, a third party service provider, to offer this Bill Payment service. Although we have performed a great deal of due diligence in choosing our service provider, you understand that this service is not provided directly from the Credit Union. For service and support of the Bill Payment product, please contact iPay Solutions at 866-956-0980.

## **SECTION II - THE BILL PAYING PROCESS**

### **SINGLE PAYMENTS**

A single payment will be processed on the business day (Monday through Friday, except certain holidays) that you designate as the payment's process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is currently **1:00 PM, Central Time**. A single payment submitted after the cut-off time on the designated process date will be processed on the following business day. If you designate a non-business date (Weekends and certain holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date. KEMBA reserves the right to change the cut-off time. You will receive notice if it changes.

### **RECURRING PAYMENTS**

When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (Weekends and certain holidays), it is adjusted based on the following rules:

- If the recurring payment's **"PAY BEFORE"** option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment's **"PAY AFTER"** option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

### **PLEASE NOTE:**

If your frequency settings for the recurring payment specify the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date. Weekly recurring payments may not be scheduled on Saturdays.

### **PAYEES RECEIVING BILL PAYMENTS**

The service will calculate the Estimated Arrival Date of your payment. Since this is an estimate, please allow ample time for your payments to reach your Payee.

### **FUNDS DEBITED FROM SHARE DRAFT/SHARE DRAFT/CHECKING**

The Bill Payment processor generates an ACH debit (in the amount of the electronic bill payment) to your Share Draft/Share Draft/Checking. Your Share Draft/Share Draft/Checking will be debited within two (2) banking days.

### **NON SUFFICIENT FUNDS (NSF)**

You agree to have funds on deposit in the Share Draft/Checking in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to us. If a NSF condition exists, your check will not be paid. Your bill payment account will be blocked until the NSF condition is resolved. Any future dated recurring payments scheduled for release during the time the account is blocked will not be sent. The fee for payments returned NSF is the current charge as stated in our Fee Schedule. You agree to pay for such payment obligations on demand. You further agree that KEMBA, at its option, may charge any of your accounts to cover such payment obligations. If you have Courtesy Pay Privilege on your KEMBA Share Draft/Share Draft/Checking, you may not exceed your credit limit.

## **SPECIALTY AND RUSH CHECKS**

In addition to paying bills, you may send gift checks and make donations. When you initiate a specialty check or a rush payment, you also agree to accept the fee associated with the service. The amount of the fee will be disclosed to you at the time of issue. Fees are taken out on the process date and the check amount is debited when the check clears.

## **PROHIBITED PAYEES**

- We will not process payments on your behalf to Post Office Boxes and payees meeting any of the following criteria:
- Designated by the Office of Foreign Asset Control as being a prohibited payee
- Having an address outside of the United States (except for APO)
- Court-ordered payments such as alimony, child support, speeding tickets, etc.
- Tax entities
- Collection Agencies

If a payment to a prohibited payee is inadvertently processed, the payment guarantee does not apply to that payment, and we reserve the right not to process a payment to that payee in the future.

## **CANCELLING OR CHANGING BILL PAYMENTS**

You may cancel or change an outstanding electronic bill payment at any time before the payment cut-off time. Changes are immediate for scheduled and future payments. You may cancel a "Recurring" transaction with a written request received no later than three (3) business days before the process date by contacting Member Services at the address listed in this Agreement. Your request must detail whether the cancellation applies to only one of the recurring transactions, or all transactions in the recurring stream. We may cancel a bill payment if we have reasonable belief that the payment is fraudulent. If we cancel a payment, we will attempt to contact you to inform you of this action.

## **PLACING A STOP PAYMENT ON BILL PAYMENTS**

For stop payment requests on checks initiated after the cut-off time, you must contact KEMBA at (309) 693-6000 or (800) 927-6003. Stop payment requests placed by e-mail or recorded message may not reach us in time to place the stop payment. Payments remitted electronically cannot be stopped. The fee for a stop payment is the current charge for such service as stated in our Fee Schedule.

## **ERRORS IN BILL PAYMENTS**

If you select an electronic payee with an address that is different from that indicated on your payment coupon, you are responsible for any late charges incurred. You always have the option to manually set up a payee with the (correct) address found on your payment coupon or bill.

## **PERSON TO PERSON PAYMENTS**

Person to person is another option which allows you to send an individual money OnLine in a fast and safe manner. This is a onetime payment feature and cannot be used for setting up recurring payments.

## **TRANSFERS TO FINANCIAL INSTITUTIONS**

You may transfer funds from your Share Draft/Share Draft/Checking to other financial institutions. You will need the routing number and the account number for the receiving institution for the transfer to process correctly.

## **MOBILE BILL PAY**

You will be able to use a mobile device such as a cell phone, PDA, or any other wireless device to direct payments to payees that you wish to pay, subject to the KEMBA OnLine Bill Payment Agreement. Payees must be set up using your KOL Account before you are able to make a payment using the Mobile Bill Payment Service. You may not schedule a mobile bill payment for greater than \$1,500.00.

## **eBILL**

This function allows you to receive payment information from your statement from eligible payees (credit card companies, etc). You will need your login credentials for the payee's website. OnLine Bill Pay is unable to update or change your personal information with the eBill payee.

## **INTERNET E-MAIL NOTIFICATIONS**

It is important to keep a current Internet e-mail address on file with us, as we use this to communicate important security events about your account such as:

- Password Changes
- User ID Changes
- Adding New Payees
- Internet E-mail Address Changes

## **DISPUTES**

In the event of a dispute regarding KEMBA OnLine Bill Pay, you and the Credit Union agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement 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 what an employee of the Credit Union says and the terms of this Agreement, the terms of this Agreement will prevail. You agree to pay the Credit Union's reasonable attorneys fees and costs for any actions we take to enforce this Agreement.

## TERMINATION OF SERVICE

We may terminate your participation in KEMBA OnLine Bill Pay for any reason, at any time. We will attempt to notify you in advance, but we are not obliged to do so. If you want to terminate a joint user's authority, you must notify us in writing. You should print and retain this document for safekeeping and reference.

You may not terminate your participation in KEMBA OnLine Bill Pay if you have outstanding bill payments scheduled. If you have no outstanding bill payments, you may terminate your service participation by contacting us by fax at 309-693-7312, by e-mail at [info@kembapeoria.com](mailto:info@kembapeoria.com), or by sending written notice to KEMBA Peoria Credit Union, 2318 W Willow Knolls Dr., Peoria IL 61614.

## SECTION III – WARRANTIES AND RESPONSIBILITIES

### MEMBER RESPONSIBILITIES AND WARRANTIES

#### SECURITY

You warrant and represent that the information you are providing us with is true, correct and complete. You agree not to impersonate any person or use a name that you are not authorized to use. You agree to promptly update your account records if your e-mail address or other information changes. You warrant that you will not use KEMBA OnLine Bill Pay for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of the Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair KEMBA OnLine Bill Pay or interfere with any other party's use and enjoyment of KEMBA OnLine Bill Pay.

You authorize KEMBA to post payment transactions generated by KEMBA OnLine Banking from the Bill Pay Service to the account indicated on the form being sent electronically. You understand that you are solely responsible for controlling the safekeeping of and access to your passwords and that you are liable for all transactions made or that you authorize another person to make even if that person exceeds his or her authority. You will be responsible for any Bill Payment request that contains an error or is a duplicate of another Bill Payment.

#### JOINT ACCOUNTS

**The joint user must be listed as secondary user when you register for KEMBA OnLine Bill Pay.** You confirm that your joint account holder listed has consented for you to use that account with KEMBA OnLine Bill Pay. We will end your use of KEMBA OnLine Bill Pay if any joint account holder notifies us that (a) they never consented to you the use of KEMBA OnLine Bill Pay, (b) the joint account can no longer be operated on your instructions alone, (c) they are withdrawing consent for you to operate the joint account, or (d) KEMBA has no record of a joint account.

#### KEMBA PEORIA CREDIT UNION RESPONSIBILITIES AND WARRANTIES

KEMBA is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment or if you enter an incorrect Share Draft/Checking number. We are not liable for any failure to make a Bill Payment if you fail to promptly notify KEMBA after you learn that you have not received credit from a Payee for a Bill Payment. KEMBA is not 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 KEMBA's agent. In any event, KEMBA will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if KEMBA has knowledge of the possibility of them. KEMBA is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond KEMBA's reasonable control.

If we do not provide a bill payment instruction on time, if we cause an incorrect amount to be removed from an account or if we cause funds from an account to be transferred to any account other than the account or payee's account specified in the appropriate bill payment instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper account or intended payee's account.

#### LIMITATIONS OF KEMBA'S LIABILITY, EXCLUSIONS, OR WARRANTIES

UNLESS OTHERWISE REQUIRED BY LAW, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY THE SERVICE. NOR SHALL OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNEES BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS RESULTING FROM BUSINESS DISRUPTION, LOSS OF DATA, LOSS PROFITS, LOST GOODWILL, OR DAMAGE TO SYSTEMS OR DATA, WHETHER IN AN ACTION FOR CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF KEMBA OR ANY OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY YOU AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF US RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU FOR THE SERVICE RESULTING IN SUCH LIABILITY IN THE TWO MONTH PERIOD PRECEDING THE DATE THE CLAIM WAS ACCRUED.

KEMBA DOES NOT WARRANT THE ACCURACY OF THE CONTENT OR OTHER INFORMATION CONTAINED ON THE WEB SITE. KEMBA DOES NOT WARRANT THAT THE WEB SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE ERROR-FREE, OR THAT ALL DEFECTS WILL BE CORRECTED. FURTHERMORE, KEMBA WILL NOT BE RESPONSIBLE FOR ERRORS, OMISSIONS, INTERRUPTIONS, DELETIONS, DEFECTS, COMMUNICATION LINE FAILURES, DELAYS IN THE OPERATION OR TRANSMISSION OF THE WEB SITE, OR FOR COMPUTER VIRUSES ASSOCIATED WITH THE OPERATION OF THE WEB SITE.

## **WARRANTY AMENDMENTS**

These Terms and Conditions are the legal binding agreement between KEMBA and you with respect to the Service, KEMBA may amend, modify, or update these terms and conditions at any time. You will be agreeing to the current provision of these Terms and Conditions each time you make a payment using the Service. These Terms and Conditions may have been altered or amended from the last time you used the Service so be sure to read it each time before you make a payment to be certain you still agree with its provisions. Your use of the Service after any changes to these Terms and Conditions will constitute your agreement to such change(s).

## **APPLICABLE LAW**

Except to the extent that federal law is controlling, your rights, our rights, and the terms of this Agreement will be governed in all respects by Illinois State law.

## **SECTION IV – ERRORS/CORRECTIONS/CLAIMS**

### **UNAUTHORIZED USE OR UNAUTHORIZED MOBILE BANKING TRANSACTIONS**

Notify us AT ONCE if you believe your password has been lost or stolen or if you believe someone has scheduled payments or may schedule payments to use your account without your permission. Contacting us at 309-693-6000 or 800-927-6003 is the best way to protect you from possible losses. If you do not tell us, and we can prove we could have stopped someone from using your access code without your permission if you had told us, you could lose as much as \$500. However, if you tell us within two (2) Business Days, you can lose no more than \$50.

### **ERROR REPORTING PROCESS**

In case of errors or questions about KEMBA OnLine Bill Pay, funds transfers, or incorrect statements, write to us at [info@kembapeoria.com](mailto:info@kembapeoria.com) or send us an e-mail through the secure messaging within OnLine Bill Pay, or forward by mail to KEMBA Peoria Credit Union, 2318 W Willow Knolls Rd, Peoria IL 61614. You may telephone us at 309-693-6000 or 800-927-6003. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared. The Credit Union may not immediately receive e-mail or secure messaging communications that you send and we will not take action based on email requests until we actually receive your message and have a reasonable opportunity to act.

In your communication about the potential error or question:

1. Tell us your name, and the account number of the Account to which the error relates.
2. Describe the error or the transfer that you are unsure about, and explain as clearly as you can why you believe it is in error and why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we will require that you send us your complaint or question in writing within ten (10) Business Days. Results of the investigation will be communicated within ten (10) Business Days (20 Business Days for new member accounts) after we hear from you and will correct any error promptly by crediting your account within one (1) Business Day. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we take the additional forty-five (45) days, we will adjust the applicable accounts within ten (10) Business Days (20 Business Days for new accounts) for the amount you believe is in error, so that you or your intended recipient will have use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within ten (10) Business Days, we may not re-credit your account. If we decide there is no error, we will send you a written explanation within three (3) Business Days after completing our investigation and debit your account. You may ask for copies of the documents that we used in our investigation.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of other financial institutions. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution or the intended recipient of funds. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

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My use of KEMBA OnLine Bill Pay signifies that I agree to accept all terms and conditions of this Agreement.

# **KEMBA ONLINE BILL PAY AGREEMENT AND DISCLOSURE**

## **BILL PAYMENT OVERVIEW**

KEMBA Peoria Credit Union offers bill pay services for Internet Banking users from iPay Solutions. Bill Payment provides the capability to receive and initiate payment of bills OnLine and eliminates the need to write checks and pay postage. Bill payment is accessible through KEMBA's Internet Banking site, KEMBA ONLINE (KOL), which provides the latest encryption technology available for secure transactions.

Bill payments are only processed on actual business days and the payments can take anywhere from 3 to 7 business days to reach the payee. The main variable in processing time is whether the payee accepts electronic payments or requires a physical check. Your KEMBA Share Draft/Share Draft/Checking will be debited within 2 business days of the processing date specified. Electronic Bill Payment transactions appear on your monthly statements as ACH debits with the payee names.

KEMBA does not initiate the Bill Payment transactions. All Bill Payment transactions are processed by iPay Solutions (Internet Bill Pay Service). If you have questions about a Bill Payment transaction, you must **contact iPay Solutions at 866-956-0980**.

## **SECTION I – AGREEMENT, SERVICE DESCRIPTION, FEATURES, FEES AND LIMITATIONS**

### **AGREEMENT**

“You” or “Your” means each person you authorize to use the service. “Payee” means anyone you designate to pay and the Credit Union accepts as a payee. This KEMBA OnLine Bill Pay Agreement (“Agreement”) is between KEMBA Peoria Credit Union and each member who has enrolled in our KEMBA OnLine Bill Pay Service, together with any person you have authorized to use or access KEMBA OnLine Bill Pay on your behalf. You also agree that the Credit Union does not need to send you a paper copy of this Agreement unless requested by phone or in writing since this disclosure may be printed from the enrollment screen or by going to our website at [www.kembapeoria.com](http://www.kembapeoria.com).

### **AVAILABILITY**

KEMBA OnLine Bill Pay is accessible 24 hours a day, seven days a week. However, from time to time, some or all of the Credit Union's Bill Payment services may not be available due to system maintenance of which you will be notified. The OnLine address for the KEMBA OnLine Bill Pay is [www.kembapeoria.com](http://www.kembapeoria.com). You are responsible for the installation, maintenance and operation of your computer and modem. KEMBA is not responsible for any errors or failures involving any telephone service or your computer.

### **INFORMATION AUTHORIZATION**

Your enrollment in KEMBA OnLine Bill Pay may not be fulfilled if the Credit Union cannot verify your identity or other necessary information. Through your enrollment, you agree that the Credit Union and its service provider reserve 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 and its provider may obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

### **REGISTERING FOR BILL PAY**

Bill Pay allows you to make payments to a third party from your KEMBA Share Draft/Share Draft/Checking. To use Bill Pay you must become a registered user of KOL. Once you have access to your KEMBA Share Draft/Checking OnLine, you may apply for Bill Pay. KEMBA reserves the right to approve or decline the application.

### **BILL PAY MANAGEMENT**

You are responsible for your bill pay management including establishing a funding account for each payee, setting up payees, setting up bill presentment, and scheduling payments. Payments will be remitted (sent) on the date you schedule.

### **FEES**

Bill Pay is FREE for the first three (3) months. After your initial three months, the fee is \$3.95 per month for unlimited use. The monthly bill pay fee will be debited from your Share Draft/Share Draft/Checking on approximately the 1<sup>st</sup> business day of each month. There is a fee for copies requested and received for any bill payment that was paid via paper check. The fee for a copy of a paid bill payment is \$5.00. KEMBA reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred. KEMBA has the right to change fees at any time. Any financial fees associated with your standard deposit accounts 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.

### **PRIVACY AND FUNDS AVAILABILITY**

You can view and print our Privacy and Fund Availability Policies on our webpage, [www.kembapeoria.com](http://www.kembapeoria.com).

### **PAYMENTS**

Payments are made either by paper check or electronically by ACH credit. The method employed on any single payment depends on whether the Bill Payment processor has established an electronic payment relationship with the payee and they are found on the electronic payee database. You may schedule a single payment or recurring payments to payees that you designate subject to the limitations described below. 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 under this Agreement.



## **PAYMENT AUTHORIZATION**

By providing KEMBA with the account information from your Share Draft/Share Draft/Checking, you authorize us to follow the payment instructions we receive from you through the Service. 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 you use this Service to send us a payment instruction, you authorize KEMBA to charge your Share Draft/Checking and to send those funds for payment as close as reasonably possible from the date indicated by you in the payment instruction. If your payment is received after the due date of the bill, regardless of any cause except for our failure to reasonably process your explicit payment instruction actually received by us, then you will remain responsible for any late charges and interest assessed. This would be true even if you are unable to access the system due to problems with the Internet, or our servers being temporarily unavailable. If you use the Service to send us your payment instructions after 1 P.M. (Central Standard Time) on a business day, then the Service will treat your instruction as if it was received on the following day.

## **LIMITATIONS**

You may not schedule a single bill payment for greater than \$25,100. Any payee you wish to pay through Bill Pay must be payable in U.S. dollars. Some government or legal agencies will not accept checks issued by third parties. KEMBA is not responsible for any penalties, late fees, finance charges, etc. incurred if a payee will not accept payment from the Bill Pay service. KEMBA reserves the right to refuse the designation of a Payee for any reason. Furthermore, KEMBA is not responsible if a Bill Payment can not be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not in the electronic payee database.

Bill payments are processed by Electronic Fund Transfers (EFT). Please refer to the Electronic Fund Transfers Disclosure information that is available on our Web site [www.kembapeoria.com](http://www.kembapeoria.com).

## **SERVICE AND SUPPORT**

We have contracted with iPay Solutions, a third party service provider, to offer this Bill Payment service. Although we have performed a great deal of due diligence in choosing our service provider, you understand that this service is not provided directly from the Credit Union. For service and support of the Bill Payment product, please contact iPay Solutions at 866-956-0980.

## **SECTION II - THE BILL PAYING PROCESS**

### **SINGLE PAYMENTS**

A single payment will be processed on the business day (Monday through Friday, except certain holidays) that you designate as the payment's process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is currently **1:00 PM, Central Time**. A single payment submitted after the cut-off time on the designated process date will be processed on the following business day. If you designate a non-business date (Weekends and certain holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date. KEMBA reserves the right to change the cut-off time. You will receive notice if it changes.

### **RECURRING PAYMENTS**

When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (Weekends and certain holidays), it is adjusted based on the following rules:

- If the recurring payment's **"PAY BEFORE"** option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment's **"PAY AFTER"** option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

### **PLEASE NOTE:**

If your frequency settings for the recurring payment specify the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date. Weekly recurring payments may not be scheduled on Saturdays.

### **PAYEES RECEIVING BILL PAYMENTS**

The service will calculate the Estimated Arrival Date of your payment. Since this is an estimate, please allow ample time for your payments to reach your Payee.

### **FUNDS DEBITED FROM SHARE DRAFT/SHARE DRAFT/CHECKING**

The Bill Payment processor generates an ACH debit (in the amount of the electronic bill payment) to your Share Draft/Share Draft/Checking. Your Share Draft/Share Draft/Checking will be debited within two (2) banking days.

### **NON SUFFICIENT FUNDS (NSF)**

You agree to have funds on deposit in the Share Draft/Checking in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to us. If a NSF condition exists, your check will not be paid. Your bill payment account will be blocked until the NSF condition is resolved. Any future dated recurring payments scheduled for release during the time the account is blocked will not be sent. The fee for payments returned NSF is the current charge as stated in our Fee Schedule. You agree to pay for such payment obligations on demand. You further agree that KEMBA, at its option, may charge any of your accounts to cover such payment obligations. If you have Courtesy Pay Privilege on your KEMBA Share Draft/Share Draft/Checking, you may not exceed your credit limit.

## **SPECIALTY AND RUSH CHECKS**

In addition to paying bills, you may send gift checks and make donations. When you initiate a specialty check or a rush payment, you also agree to accept the fee associated with the service. The amount of the fee will be disclosed to you at the time of issue. Fees are taken out on the process date and the check amount is debited when the check clears.

## **PROHIBITED PAYEES**

- We will not process payments on your behalf to Post Office Boxes and payees meeting any of the following criteria:
- Designated by the Office of Foreign Asset Control as being a prohibited payee
- Having an address outside of the United States (except for APO)
- Court-ordered payments such as alimony, child support, speeding tickets, etc.
- Tax entities
- Collection Agencies

If a payment to a prohibited payee is inadvertently processed, the payment guarantee does not apply to that payment, and we reserve the right not to process a payment to that payee in the future.

## **CANCELLING OR CHANGING BILL PAYMENTS**

You may cancel or change an outstanding electronic bill payment at any time before the payment cut-off time. Changes are immediate for scheduled and future payments. You may cancel a "Recurring" transaction with a written request received no later than three (3) business days before the process date by contacting Member Services at the address listed in this Agreement. Your request must detail whether the cancellation applies to only one of the recurring transactions, or all transactions in the recurring stream. We may cancel a bill payment if we have reasonable belief that the payment is fraudulent. If we cancel a payment, we will attempt to contact you to inform you of this action.

## **PLACING A STOP PAYMENT ON BILL PAYMENTS**

For stop payment requests on checks initiated after the cut-off time, you must contact KEMBA at (309) 693-6000 or (800) 927-6003. Stop payment requests placed by e-mail or recorded message may not reach us in time to place the stop payment. Payments remitted electronically cannot be stopped. The fee for a stop payment is the current charge for such service as stated in our Fee Schedule.

## **ERRORS IN BILL PAYMENTS**

If you select an electronic payee with an address that is different from that indicated on your payment coupon, you are responsible for any late charges incurred. You always have the option to manually set up a payee with the (correct) address found on your payment coupon or bill.

## **PERSON TO PERSON PAYMENTS**

Person to person is another option which allows you to send an individual money OnLine in a fast and safe manner. This is a onetime payment feature and cannot be used for setting up recurring payments.

## **TRANSFERS TO FINANCIAL INSTITUTIONS**

You may transfer funds from your Share Draft/Share Draft/Checking to other financial institutions. You will need the routing number and the account number for the receiving institution for the transfer to process correctly.

## **MOBILE BILL PAY**

You will be able to use a mobile device such as a cell phone, PDA, or any other wireless device to direct payments to payees that you wish to pay, subject to the KEMBA OnLine Bill Payment Agreement. Payees must be set up using your KOL Account before you are able to make a payment using the Mobile Bill Payment Service. You may not schedule a mobile bill payment for greater than \$1,500.00.

## **eBILL**

This function allows you to receive payment information from your statement from eligible payees (credit card companies, etc). You will need your login credentials for the payee's website. OnLine Bill Pay is unable to update or change your personal information with the eBill payee.

## **INTERNET E-MAIL NOTIFICATIONS**

It is important to keep a current Internet e-mail address on file with us, as we use this to communicate important security events about your account such as:

- Password Changes
- User ID Changes
- Adding New Payees
- Internet E-mail Address Changes

## **DISPUTES**

In the event of a dispute regarding KEMBA OnLine Bill Pay, you and the Credit Union agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement 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 what an employee of the Credit Union says and the terms of this Agreement, the terms of this Agreement will prevail. You agree to pay the Credit Union's reasonable attorneys fees and costs for any actions we take to enforce this Agreement.

## TERMINATION OF SERVICE

We may terminate your participation in KEMBA OnLine Bill Pay for any reason, at any time. We will attempt to notify you in advance, but we are not obliged to do so. If you want to terminate a joint user's authority, you must notify us in writing. You should print and retain this document for safekeeping and reference.

You may not terminate your participation in KEMBA OnLine Bill Pay if you have outstanding bill payments scheduled. If you have no outstanding bill payments, you may terminate your service participation by contacting us by fax at 309-693-7312, by e-mail at [info@kembapeoria.com](mailto:info@kembapeoria.com), or by sending written notice to KEMBA Peoria Credit Union, 2318 W Willow Knolls Dr., Peoria IL 61614.

## SECTION III – WARRANTIES AND RESPONSIBILITIES

### MEMBER RESPONSIBILITIES AND WARRANTIES

#### SECURITY

You warrant and represent that the information you are providing us with is true, correct and complete. You agree not to impersonate any person or use a name that you are not authorized to use. You agree to promptly update your account records if your e-mail address or other information changes. You warrant that you will not use KEMBA OnLine Bill Pay for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of the Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair KEMBA OnLine Bill Pay or interfere with any other party's use and enjoyment of KEMBA OnLine Bill Pay.

You authorize KEMBA to post payment transactions generated by KEMBA OnLine Banking from the Bill Pay Service to the account indicated on the form being sent electronically. You understand that you are solely responsible for controlling the safekeeping of and access to your passwords and that you are liable for all transactions made or that you authorize another person to make even if that person exceeds his or her authority. You will be responsible for any Bill Payment request that contains an error or is a duplicate of another Bill Payment.

#### JOINT ACCOUNTS

**The joint user must be listed as secondary user when you register for KEMBA OnLine Bill Pay.** You confirm that your joint account holder listed has consented for you to use that account with KEMBA OnLine Bill Pay. We will end your use of KEMBA OnLine Bill Pay if any joint account holder notifies us that (a) they never consented to you the use of KEMBA OnLine Bill Pay, (b) the joint account can no longer be operated on your instructions alone, (c) they are withdrawing consent for you to operate the joint account, or (d) KEMBA has no record of a joint account.

#### KEMBA PEORIA CREDIT UNION RESPONSIBILITIES AND WARRANTIES

KEMBA is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment or if you enter an incorrect Share Draft/Checking number. We are not liable for any failure to make a Bill Payment if you fail to promptly notify KEMBA after you learn that you have not received credit from a Payee for a Bill Payment. KEMBA is not 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 KEMBA's agent. In any event, KEMBA will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if KEMBA has knowledge of the possibility of them. KEMBA is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond KEMBA's reasonable control.

If we do not provide a bill payment instruction on time, if we cause an incorrect amount to be removed from an account or if we cause funds from an account to be transferred to any account other than the account or payee's account specified in the appropriate bill payment instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper account or intended payee's account.

#### LIMITATIONS OF KEMBA'S LIABILITY, EXCLUSIONS, OR WARRANTIES

UNLESS OTHERWISE REQUIRED BY LAW, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY THE SERVICE. NOR SHALL OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNEES BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS RESULTING FROM BUSINESS DISRUPTION, LOSS OF DATA, LOSS PROFITS, LOST GOODWILL, OR DAMAGE TO SYSTEMS OR DATA, WHETHER IN AN ACTION FOR CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF KEMBA OR ANY OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY YOU AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF US RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU FOR THE SERVICE RESULTING IN SUCH LIABILITY IN THE TWO MONTH PERIOD PRECEDING THE DATE THE CLAIM WAS ACCRUED.

KEMBA DOES NOT WARRANT THE ACCURACY OF THE CONTENT OR OTHER INFORMATION CONTAINED ON THE WEB SITE. KEMBA DOES NOT WARRANT THAT THE WEB SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE ERROR-FREE, OR THAT ALL DEFECTS WILL BE CORRECTED. FURTHERMORE, KEMBA WILL NOT BE RESPONSIBLE FOR ERRORS, OMISSIONS, INTERRUPTIONS, DELETIONS, DEFECTS, COMMUNICATION LINE FAILURES, DELAYS IN THE OPERATION OR TRANSMISSION OF THE WEB SITE, OR FOR COMPUTER VIRUSES ASSOCIATED WITH THE OPERATION OF THE WEB SITE.

## **WARRANTY AMENDMENTS**

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## **APPLICABLE LAW**

Except to the extent that federal law is controlling, your rights, our rights, and the terms of this Agreement will be governed in all respects by Illinois State law.

## **SECTION IV – ERRORS/CORRECTIONS/CLAIMS**

### **UNAUTHORIZED USE OR UNAUTHORIZED MOBILE BANKING TRANSACTIONS**

Notify us AT ONCE if you believe your password has been lost or stolen or if you believe someone has scheduled payments or may schedule payments to use your account without your permission. Contacting us at 309-693-6000 or 800-927-6003 is the best way to protect you from possible losses. If you do not tell us, and we can prove we could have stopped someone from using your access code without your permission if you had told us, you could lose as much as \$500. However, if you tell us within two (2) Business Days, you can lose no more than \$50.

### **ERROR REPORTING PROCESS**

In case of errors or questions about KEMBA OnLine Bill Pay, funds transfers, or incorrect statements, write to us at [info@kembapeoria.com](mailto:info@kembapeoria.com) or send us an e-mail through the secure messaging within OnLine Bill Pay, or forward by mail to KEMBA Peoria Credit Union, 2318 W Willow Knolls Rd, Peoria IL 61614. You may telephone us at 309-693-6000 or 800-927-6003. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared. The Credit Union may not immediately receive e-mail or secure messaging communications that you send and we will not take action based on email requests until we actually receive your message and have a reasonable opportunity to act.

In your communication about the potential error or question:

1. Tell us your name, and the account number of the Account to which the error relates.
2. Describe the error or the transfer that you are unsure about, and explain as clearly as you can why you believe it is in error and why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we will require that you send us your complaint or question in writing within ten (10) Business Days. Results of the investigation will be communicated within ten (10) Business Days (20 Business Days for new member accounts) after we hear from you and will correct any error promptly by crediting your account within one (1) Business Day. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we take the additional forty-five (45) days, we will adjust the applicable accounts within ten (10) Business Days (20 Business Days for new accounts) for the amount you believe is in error, so that you or your intended recipient will have use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within ten (10) Business Days, we may not re-credit your account. If we decide there is no error, we will send you a written explanation within three (3) Business Days after completing our investigation and debit your account. You may ask for copies of the documents that we used in our investigation.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of other financial institutions. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution or the intended recipient of funds. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

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My use of KEMBA OnLine Bill Pay signifies that I agree to accept all terms and conditions of this Agreement.

# **KEMBA ONLINE BILL PAY AGREEMENT AND DISCLOSURE**

## **BILL PAYMENT OVERVIEW**

KEMBA Peoria Credit Union offers bill pay services for Internet Banking users from iPay Solutions. Bill Payment provides the capability to receive and initiate payment of bills OnLine and eliminates the need to write checks and pay postage. Bill payment is accessible through KEMBA's Internet Banking site, KEMBA ONLINE (KOL), which provides the latest encryption technology available for secure transactions.

Bill payments are only processed on actual business days and the payments can take anywhere from 3 to 7 business days to reach the payee. The main variable in processing time is whether the payee accepts electronic payments or requires a physical check. Your KEMBA Share Draft/Share Draft/Checking will be debited within 2 business days of the processing date specified. Electronic Bill Payment transactions appear on your monthly statements as ACH debits with the payee names.

KEMBA does not initiate the Bill Payment transactions. All Bill Payment transactions are processed by iPay Solutions (Internet Bill Pay Service). If you have questions about a Bill Payment transaction, you must **contact iPay Solutions at 866-956-0980**.

## **SECTION I – AGREEMENT, SERVICE DESCRIPTION, FEATURES, FEES AND LIMITATIONS**

### **AGREEMENT**

“You” or “Your” means each person you authorize to use the service. “Payee” means anyone you designate to pay and the Credit Union accepts as a payee. This KEMBA OnLine Bill Pay Agreement (“Agreement”) is between KEMBA Peoria Credit Union and each member who has enrolled in our KEMBA OnLine Bill Pay Service, together with any person you have authorized to use or access KEMBA OnLine Bill Pay on your behalf. You also agree that the Credit Union does not need to send you a paper copy of this Agreement unless requested by phone or in writing since this disclosure may be printed from the enrollment screen or by going to our website at [www.kembapeoria.com](http://www.kembapeoria.com).

### **AVAILABILITY**

KEMBA OnLine Bill Pay is accessible 24 hours a day, seven days a week. However, from time to time, some or all of the Credit Union's Bill Payment services may not be available due to system maintenance of which you will be notified. The OnLine address for the KEMBA OnLine Bill Pay is [www.kembapeoria.com](http://www.kembapeoria.com). You are responsible for the installation, maintenance and operation of your computer and modem. KEMBA is not responsible for any errors or failures involving any telephone service or your computer.

### **INFORMATION AUTHORIZATION**

Your enrollment in KEMBA OnLine Bill Pay may not be fulfilled if the Credit Union cannot verify your identity or other necessary information. Through your enrollment, you agree that the Credit Union and its service provider reserve 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 and its provider may obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

### **REGISTERING FOR BILL PAY**

Bill Pay allows you to make payments to a third party from your KEMBA Share Draft/Share Draft/Checking. To use Bill Pay you must become a registered user of KOL. Once you have access to your KEMBA Share Draft/Checking OnLine, you may apply for Bill Pay. KEMBA reserves the right to approve or decline the application.

### **BILL PAY MANAGEMENT**

You are responsible for your bill pay management including establishing a funding account for each payee, setting up payees, setting up bill presentment, and scheduling payments. Payments will be remitted (sent) on the date you schedule.

### **FEES**

Bill Pay is FREE for the first three (3) months. After your initial three months, the fee is \$3.95 per month for unlimited use. The monthly bill pay fee will be debited from your Share Draft/Share Draft/Checking on approximately the 1<sup>st</sup> business day of each month. There is a fee for copies requested and received for any bill payment that was paid via paper check. The fee for a copy of a paid bill payment is \$5.00. KEMBA reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred. KEMBA has the right to change fees at any time. Any financial fees associated with your standard deposit accounts 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.

### **PRIVACY AND FUNDS AVAILABILITY**

You can view and print our Privacy and Fund Availability Policies on our webpage, [www.kembapeoria.com](http://www.kembapeoria.com).

### **PAYMENTS**

Payments are made either by paper check or electronically by ACH credit. The method employed on any single payment depends on whether the Bill Payment processor has established an electronic payment relationship with the payee and they are found on the electronic payee database. You may schedule a single payment or recurring payments to payees that you designate subject to the limitations described below. 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 under this Agreement.

## **PAYMENT AUTHORIZATION**

By providing KEMBA with the account information from your Share Draft/Share Draft/Checking, you authorize us to follow the payment instructions we receive from you through the Service. 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 you use this Service to send us a payment instruction, you authorize KEMBA to charge your Share Draft/Checking and to send those funds for payment as close as reasonably possible from the date indicated by you in the payment instruction. If your payment is received after the due date of the bill, regardless of any cause except for our failure to reasonably process your explicit payment instruction actually received by us, then you will remain responsible for any late charges and interest assessed. This would be true even if you are unable to access the system due to problems with the Internet, or our servers being temporarily unavailable. If you use the Service to send us your payment instructions after 1 P.M. (Central Standard Time) on a business day, then the Service will treat your instruction as if it was received on the following day.

## **LIMITATIONS**

You may not schedule a single bill payment for greater than \$25,100. Any payee you wish to pay through Bill Pay must be payable in U.S. dollars. Some government or legal agencies will not accept checks issued by third parties. KEMBA is not responsible for any penalties, late fees, finance charges, etc. incurred if a payee will not accept payment from the Bill Pay service. KEMBA reserves the right to refuse the designation of a Payee for any reason. Furthermore, KEMBA is not responsible if a Bill Payment can not be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not in the electronic payee database.

Bill payments are processed by Electronic Fund Transfers (EFT). Please refer to the Electronic Fund Transfers Disclosure information that is available on our Web site [www.kembapeoria.com](http://www.kembapeoria.com).

## **SERVICE AND SUPPORT**

We have contracted with iPay Solutions, a third party service provider, to offer this Bill Payment service. Although we have performed a great deal of due diligence in choosing our service provider, you understand that this service is not provided directly from the Credit Union. For service and support of the Bill Payment product, please contact iPay Solutions at 866-956-0980.

## **SECTION II - THE BILL PAYING PROCESS**

### **SINGLE PAYMENTS**

A single payment will be processed on the business day (Monday through Friday, except certain holidays) that you designate as the payment's process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is currently **1:00 PM, Central Time**. A single payment submitted after the cut-off time on the designated process date will be processed on the following business day. If you designate a non-business date (Weekends and certain holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date. KEMBA reserves the right to change the cut-off time. You will receive notice if it changes.

### **RECURRING PAYMENTS**

When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (Weekends and certain holidays), it is adjusted based on the following rules:

- If the recurring payment's **"PAY BEFORE"** option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment's **"PAY AFTER"** option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

### **PLEASE NOTE:**

If your frequency settings for the recurring payment specify the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date. Weekly recurring payments may not be scheduled on Saturdays.

### **PAYEES RECEIVING BILL PAYMENTS**

The service will calculate the Estimated Arrival Date of your payment. Since this is an estimate, please allow ample time for your payments to reach your Payee.

### **FUNDS DEBITED FROM SHARE DRAFT/SHARE DRAFT/CHECKING**

The Bill Payment processor generates an ACH debit (in the amount of the electronic bill payment) to your Share Draft/Share Draft/Checking. Your Share Draft/Share Draft/Checking will be debited within two (2) banking days.

### **NON SUFFICIENT FUNDS (NSF)**

You agree to have funds on deposit in the Share Draft/Checking in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to us. If a NSF condition exists, your check will not be paid. Your bill payment account will be blocked until the NSF condition is resolved. Any future dated recurring payments scheduled for release during the time the account is blocked will not be sent. The fee for payments returned NSF is the current charge as stated in our Fee Schedule. You agree to pay for such payment obligations on demand. You further agree that KEMBA, at its option, may charge any of your accounts to cover such payment obligations. If you have Courtesy Pay Privilege on your KEMBA Share Draft/Share Draft/Checking, you may not exceed your credit limit.

## **SPECIALTY AND RUSH CHECKS**

In addition to paying bills, you may send gift checks and make donations. When you initiate a specialty check or a rush payment, you also agree to accept the fee associated with the service. The amount of the fee will be disclosed to you at the time of issue. Fees are taken out on the process date and the check amount is debited when the check clears.

## **PROHIBITED PAYEES**

- We will not process payments on your behalf to Post Office Boxes and payees meeting any of the following criteria:
- Designated by the Office of Foreign Asset Control as being a prohibited payee
- Having an address outside of the United States (except for APO)
- Court-ordered payments such as alimony, child support, speeding tickets, etc.
- Tax entities
- Collection Agencies

If a payment to a prohibited payee is inadvertently processed, the payment guarantee does not apply to that payment, and we reserve the right not to process a payment to that payee in the future.

## **CANCELLING OR CHANGING BILL PAYMENTS**

You may cancel or change an outstanding electronic bill payment at any time before the payment cut-off time. Changes are immediate for scheduled and future payments. You may cancel a "Recurring" transaction with a written request received no later than three (3) business days before the process date by contacting Member Services at the address listed in this Agreement. Your request must detail whether the cancellation applies to only one of the recurring transactions, or all transactions in the recurring stream. We may cancel a bill payment if we have reasonable belief that the payment is fraudulent. If we cancel a payment, we will attempt to contact you to inform you of this action.

## **PLACING A STOP PAYMENT ON BILL PAYMENTS**

For stop payment requests on checks initiated after the cut-off time, you must contact KEMBA at (309) 693-6000 or (800) 927-6003. Stop payment requests placed by e-mail or recorded message may not reach us in time to place the stop payment. Payments remitted electronically cannot be stopped. The fee for a stop payment is the current charge for such service as stated in our Fee Schedule.

## **ERRORS IN BILL PAYMENTS**

If you select an electronic payee with an address that is different from that indicated on your payment coupon, you are responsible for any late charges incurred. You always have the option to manually set up a payee with the (correct) address found on your payment coupon or bill.

## **PERSON TO PERSON PAYMENTS**

Person to person is another option which allows you to send an individual money OnLine in a fast and safe manner. This is a onetime payment feature and cannot be used for setting up recurring payments.

## **TRANSFERS TO FINANCIAL INSTITUTIONS**

You may transfer funds from your Share Draft/Share Draft/Checking to other financial institutions. You will need the routing number and the account number for the receiving institution for the transfer to process correctly.

## **MOBILE BILL PAY**

You will be able to use a mobile device such as a cell phone, PDA, or any other wireless device to direct payments to payees that you wish to pay, subject to the KEMBA OnLine Bill Payment Agreement. Payees must be set up using your KOL Account before you are able to make a payment using the Mobile Bill Payment Service. You may not schedule a mobile bill payment for greater than \$1,500.00.

## **eBILL**

This function allows you to receive payment information from your statement from eligible payees (credit card companies, etc). You will need your login credentials for the payee's website. OnLine Bill Pay is unable to update or change your personal information with the eBill payee.

## **INTERNET E-MAIL NOTIFICATIONS**

It is important to keep a current Internet e-mail address on file with us, as we use this to communicate important security events about your account such as:

- Password Changes
- User ID Changes
- Adding New Payees
- Internet E-mail Address Changes

## **DISPUTES**

In the event of a dispute regarding KEMBA OnLine Bill Pay, you and the Credit Union agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement 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 what an employee of the Credit Union says and the terms of this Agreement, the terms of this Agreement will prevail. You agree to pay the Credit Union's reasonable attorneys fees and costs for any actions we take to enforce this Agreement.

## TERMINATION OF SERVICE

We may terminate your participation in KEMBA OnLine Bill Pay for any reason, at any time. We will attempt to notify you in advance, but we are not obliged to do so. If you want to terminate a joint user's authority, you must notify us in writing. You should print and retain this document for safekeeping and reference.

You may not terminate your participation in KEMBA OnLine Bill Pay if you have outstanding bill payments scheduled. If you have no outstanding bill payments, you may terminate your service participation by contacting us by fax at 309-693-7312, by e-mail at [info@kembapeoria.com](mailto:info@kembapeoria.com), or by sending written notice to KEMBA Peoria Credit Union, 2318 W Willow Knolls Dr., Peoria IL 61614.

## SECTION III – WARRANTIES AND RESPONSIBILITIES

### MEMBER RESPONSIBILITIES AND WARRANTIES

#### SECURITY

You warrant and represent that the information you are providing us with is true, correct and complete. You agree not to impersonate any person or use a name that you are not authorized to use. You agree to promptly update your account records if your e-mail address or other information changes. You warrant that you will not use KEMBA OnLine Bill Pay for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of the Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair KEMBA OnLine Bill Pay or interfere with any other party's use and enjoyment of KEMBA OnLine Bill Pay.

You authorize KEMBA to post payment transactions generated by KEMBA OnLine Banking from the Bill Pay Service to the account indicated on the form being sent electronically. You understand that you are solely responsible for controlling the safekeeping of and access to your passwords and that you are liable for all transactions made or that you authorize another person to make even if that person exceeds his or her authority. You will be responsible for any Bill Payment request that contains an error or is a duplicate of another Bill Payment.

#### JOINT ACCOUNTS

**The joint user must be listed as secondary user when you register for KEMBA OnLine Bill Pay.** You confirm that your joint account holder listed has consented for you to use that account with KEMBA OnLine Bill Pay. We will end your use of KEMBA OnLine Bill Pay if any joint account holder notifies us that (a) they never consented to you the use of KEMBA OnLine Bill Pay, (b) the joint account can no longer be operated on your instructions alone, (c) they are withdrawing consent for you to operate the joint account, or (d) KEMBA has no record of a joint account.

#### KEMBA PEORIA CREDIT UNION RESPONSIBILITIES AND WARRANTIES

KEMBA is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment or if you enter an incorrect Share Draft/Checking number. We are not liable for any failure to make a Bill Payment if you fail to promptly notify KEMBA after you learn that you have not received credit from a Payee for a Bill Payment. KEMBA is not 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 KEMBA's agent. In any event, KEMBA will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if KEMBA has knowledge of the possibility of them. KEMBA is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond KEMBA's reasonable control.

If we do not provide a bill payment instruction on time, if we cause an incorrect amount to be removed from an account or if we cause funds from an account to be transferred to any account other than the account or payee's account specified in the appropriate bill payment instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper account or intended payee's account.

#### LIMITATIONS OF KEMBA'S LIABILITY, EXCLUSIONS, OR WARRANTIES

UNLESS OTHERWISE REQUIRED BY LAW, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY THE SERVICE. NOR SHALL OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNEES BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS RESULTING FROM BUSINESS DISRUPTION, LOSS OF DATA, LOSS PROFITS, LOST GOODWILL, OR DAMAGE TO SYSTEMS OR DATA, WHETHER IN AN ACTION FOR CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF KEMBA OR ANY OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY YOU AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF US RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU FOR THE SERVICE RESULTING IN SUCH LIABILITY IN THE TWO MONTH PERIOD PRECEDING THE DATE THE CLAIM WAS ACCRUED.

KEMBA DOES NOT WARRANT THE ACCURACY OF THE CONTENT OR OTHER INFORMATION CONTAINED ON THE WEB SITE. KEMBA DOES NOT WARRANT THAT THE WEB SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE ERROR-FREE, OR THAT ALL DEFECTS WILL BE CORRECTED. FURTHERMORE, KEMBA WILL NOT BE RESPONSIBLE FOR ERRORS, OMISSIONS, INTERRUPTIONS, DELETIONS, DEFECTS, COMMUNICATION LINE FAILURES, DELAYS IN THE OPERATION OR TRANSMISSION OF THE WEB SITE, OR FOR COMPUTER VIRUSES ASSOCIATED WITH THE OPERATION OF THE WEB SITE.



## **WARRANTY AMENDMENTS**

These Terms and Conditions are the legal binding agreement between KEMBA and you with respect to the Service, KEMBA may amend, modify, or update these terms and conditions at any time. You will be agreeing to the current provision of these Terms and Conditions each time you make a payment using the Service. These Terms and Conditions may have been altered or amended from the last time you used the Service so be sure to read it each time before you make a payment to be certain you still agree with its provisions. Your use of the Service after any changes to these Terms and Conditions will constitute your agreement to such change(s).

## **APPLICABLE LAW**

Except to the extent that federal law is controlling, your rights, our rights, and the terms of this Agreement will be governed in all respects by Illinois State law.

## **SECTION IV – ERRORS/CORRECTIONS/CLAIMS**

### **UNAUTHORIZED USE OR UNAUTHORIZED MOBILE BANKING TRANSACTIONS**

Notify us AT ONCE if you believe your password has been lost or stolen or if you believe someone has scheduled payments or may schedule payments to use your account without your permission. Contacting us at 309-693-6000 or 800-927-6003 is the best way to protect you from possible losses. If you do not tell us, and we can prove we could have stopped someone from using your access code without your permission if you had told us, you could lose as much as \$500. However, if you tell us within two (2) Business Days, you can lose no more than \$50.

### **ERROR REPORTING PROCESS**

In case of errors or questions about KEMBA OnLine Bill Pay, funds transfers, or incorrect statements, write to us at [info@kembapeoria.com](mailto:info@kembapeoria.com) or send us an e-mail through the secure messaging within OnLine Bill Pay, or forward by mail to KEMBA Peoria Credit Union, 2318 W Willow Knolls Rd, Peoria IL 61614. You may telephone us at 309-693-6000 or 800-927-6003. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared. The Credit Union may not immediately receive e-mail or secure messaging communications that you send and we will not take action based on email requests until we actually receive your message and have a reasonable opportunity to act.

In your communication about the potential error or question:

1. Tell us your name, and the account number of the Account to which the error relates.
2. Describe the error or the transfer that you are unsure about, and explain as clearly as you can why you believe it is in error and why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we will require that you send us your complaint or question in writing within ten (10) Business Days. Results of the investigation will be communicated within ten (10) Business Days (20 Business Days for new member accounts) after we hear from you and will correct any error promptly by crediting your account within one (1) Business Day. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we take the additional forty-five (45) days, we will adjust the applicable accounts within ten (10) Business Days (20 Business Days for new accounts) for the amount you believe is in error, so that you or your intended recipient will have use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within ten (10) Business Days, we may not re-credit your account. If we decide there is no error, we will send you a written explanation within three (3) Business Days after completing our investigation and debit your account. You may ask for copies of the documents that we used in our investigation.

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You are responsible for your bill pay management including establishing a funding account for each payee, setting up payees, setting up bill presentment, and scheduling payments. Payments will be remitted (sent) on the date you schedule.

### **FEES**

Bill Pay is FREE for the first three (3) months. After your initial three months, the fee is \$3.95 per month for unlimited use. The monthly bill pay fee will be debited from your Share Draft/Share Draft/Checking on approximately the 1<sup>st</sup> business day of each month. There is a fee for copies requested and received for any bill payment that was paid via paper check. The fee for a copy of a paid bill payment is \$5.00. KEMBA reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred. KEMBA has the right to change fees at any time. Any financial fees associated with your standard deposit accounts 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.

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## **PAYMENT AUTHORIZATION**

By providing KEMBA with the account information from your Share Draft/Share Draft/Checking, you authorize us to follow the payment instructions we receive from you through the Service. 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 you use this Service to send us a payment instruction, you authorize KEMBA to charge your Share Draft/Checking and to send those funds for payment as close as reasonably possible from the date indicated by you in the payment instruction. If your payment is received after the due date of the bill, regardless of any cause except for our failure to reasonably process your explicit payment instruction actually received by us, then you will remain responsible for any late charges and interest assessed. This would be true even if you are unable to access the system due to problems with the Internet, or our servers being temporarily unavailable. If you use the Service to send us your payment instructions after 1 P.M. (Central Standard Time) on a business day, then the Service will treat your instruction as if it was received on the following day.

## **LIMITATIONS**

You may not schedule a single bill payment for greater than \$25,100. Any payee you wish to pay through Bill Pay must be payable in U.S. dollars. Some government or legal agencies will not accept checks issued by third parties. KEMBA is not responsible for any penalties, late fees, finance charges, etc. incurred if a payee will not accept payment from the Bill Pay service. KEMBA reserves the right to refuse the designation of a Payee for any reason. Furthermore, KEMBA is not responsible if a Bill Payment can not be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not in the electronic payee database.

Bill payments are processed by Electronic Fund Transfers (EFT). Please refer to the Electronic Fund Transfers Disclosure information that is available on our Web site [www.kembapeoria.com](http://www.kembapeoria.com).

## **SERVICE AND SUPPORT**

We have contracted with iPay Solutions, a third party service provider, to offer this Bill Payment service. Although we have performed a great deal of due diligence in choosing our service provider, you understand that this service is not provided directly from the Credit Union. For service and support of the Bill Payment product, please contact iPay Solutions at 866-956-0980.

## **SECTION II - THE BILL PAYING PROCESS**

### **SINGLE PAYMENTS**

A single payment will be processed on the business day (Monday through Friday, except certain holidays) that you designate as the payment's process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is currently **1:00 PM, Central Time**. A single payment submitted after the cut-off time on the designated process date will be processed on the following business day. If you designate a non-business date (Weekends and certain holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date. KEMBA reserves the right to change the cut-off time. You will receive notice if it changes.

### **RECURRING PAYMENTS**

When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (Weekends and certain holidays), it is adjusted based on the following rules:

- If the recurring payment's **"PAY BEFORE"** option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment's **"PAY AFTER"** option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

### **PLEASE NOTE:**

If your frequency settings for the recurring payment specify the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date. Weekly recurring payments may not be scheduled on Saturdays.

### **PAYEES RECEIVING BILL PAYMENTS**

The service will calculate the Estimated Arrival Date of your payment. Since this is an estimate, please allow ample time for your payments to reach your Payee.

### **FUNDS DEBITED FROM SHARE DRAFT/SHARE DRAFT/CHECKING**

The Bill Payment processor generates an ACH debit (in the amount of the electronic bill payment) to your Share Draft/Share Draft/Checking. Your Share Draft/Share Draft/Checking will be debited within two (2) banking days.

### **NON SUFFICIENT FUNDS (NSF)**

You agree to have funds on deposit in the Share Draft/Checking in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to us. If a NSF condition exists, your check will not be paid. Your bill payment account will be blocked until the NSF condition is resolved. Any future dated recurring payments scheduled for release during the time the account is blocked will not be sent. The fee for payments returned NSF is the current charge as stated in our Fee Schedule. You agree to pay for such payment obligations on demand. You further agree that KEMBA, at its option, may charge any of your accounts to cover such payment obligations. If you have Courtesy Pay Privilege on your KEMBA Share Draft/Share Draft/Checking, you may not exceed your credit limit.

## **SPECIALTY AND RUSH CHECKS**

In addition to paying bills, you may send gift checks and make donations. When you initiate a specialty check or a rush payment, you also agree to accept the fee associated with the service. The amount of the fee will be disclosed to you at the time of issue. Fees are taken out on the process date and the check amount is debited when the check clears.

## **PROHIBITED PAYEES**

- We will not process payments on your behalf to Post Office Boxes and payees meeting any of the following criteria:
- Designated by the Office of Foreign Asset Control as being a prohibited payee
- Having an address outside of the United States (except for APO)
- Court-ordered payments such as alimony, child support, speeding tickets, etc.
- Tax entities
- Collection Agencies

If a payment to a prohibited payee is inadvertently processed, the payment guarantee does not apply to that payment, and we reserve the right not to process a payment to that payee in the future.

## **CANCELLING OR CHANGING BILL PAYMENTS**

You may cancel or change an outstanding electronic bill payment at any time before the payment cut-off time. Changes are immediate for scheduled and future payments. You may cancel a "Recurring" transaction with a written request received no later than three (3) business days before the process date by contacting Member Services at the address listed in this Agreement. Your request must detail whether the cancellation applies to only one of the recurring transactions, or all transactions in the recurring stream. We may cancel a bill payment if we have reasonable belief that the payment is fraudulent. If we cancel a payment, we will attempt to contact you to inform you of this action.

## **PLACING A STOP PAYMENT ON BILL PAYMENTS**

For stop payment requests on checks initiated after the cut-off time, you must contact KEMBA at (309) 693-6000 or (800) 927-6003. Stop payment requests placed by e-mail or recorded message may not reach us in time to place the stop payment. Payments remitted electronically cannot be stopped. The fee for a stop payment is the current charge for such service as stated in our Fee Schedule.

## **ERRORS IN BILL PAYMENTS**

If you select an electronic payee with an address that is different from that indicated on your payment coupon, you are responsible for any late charges incurred. You always have the option to manually set up a payee with the (correct) address found on your payment coupon or bill.

## **PERSON TO PERSON PAYMENTS**

Person to person is another option which allows you to send an individual money OnLine in a fast and safe manner. This is a onetime payment feature and cannot be used for setting up recurring payments.

## **TRANSFERS TO FINANCIAL INSTITUTIONS**

You may transfer funds from your Share Draft/Share Draft/Checking to other financial institutions. You will need the routing number and the account number for the receiving institution for the transfer to process correctly.

## **MOBILE BILL PAY**

You will be able to use a mobile device such as a cell phone, PDA, or any other wireless device to direct payments to payees that you wish to pay, subject to the KEMBA OnLine Bill Payment Agreement. Payees must be set up using your KOL Account before you are able to make a payment using the Mobile Bill Payment Service. You may not schedule a mobile bill payment for greater than \$1,500.00.

## **eBILL**

This function allows you to receive payment information from your statement from eligible payees (credit card companies, etc). You will need your login credentials for the payee's website. OnLine Bill Pay is unable to update or change your personal information with the eBill payee.

## **INTERNET E-MAIL NOTIFICATIONS**

It is important to keep a current Internet e-mail address on file with us, as we use this to communicate important security events about your account such as:

- Password Changes
- User ID Changes
- Adding New Payees
- Internet E-mail Address Changes

## **DISPUTES**

In the event of a dispute regarding KEMBA OnLine Bill Pay, you and the Credit Union agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement 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 what an employee of the Credit Union says and the terms of this Agreement, the terms of this Agreement will prevail. You agree to pay the Credit Union's reasonable attorneys fees and costs for any actions we take to enforce this Agreement.

## TERMINATION OF SERVICE

We may terminate your participation in KEMBA OnLine Bill Pay for any reason, at any time. We will attempt to notify you in advance, but we are not obliged to do so. If you want to terminate a joint user's authority, you must notify us in writing. You should print and retain this document for safekeeping and reference.

You may not terminate your participation in KEMBA OnLine Bill Pay if you have outstanding bill payments scheduled. If you have no outstanding bill payments, you may terminate your service participation by contacting us by fax at 309-693-7312, by e-mail at [info@kembapeoria.com](mailto:info@kembapeoria.com), or by sending written notice to KEMBA Peoria Credit Union, 2318 W Willow Knolls Dr., Peoria IL 61614.

## SECTION III – WARRANTIES AND RESPONSIBILITIES

### MEMBER RESPONSIBILITIES AND WARRANTIES

#### SECURITY

You warrant and represent that the information you are providing us with is true, correct and complete. You agree not to impersonate any person or use a name that you are not authorized to use. You agree to promptly update your account records if your e-mail address or other information changes. You warrant that you will not use KEMBA OnLine Bill Pay for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of the Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair KEMBA OnLine Bill Pay or interfere with any other party's use and enjoyment of KEMBA OnLine Bill Pay.

You authorize KEMBA to post payment transactions generated by KEMBA OnLine Banking from the Bill Pay Service to the account indicated on the form being sent electronically. You understand that you are solely responsible for controlling the safekeeping of and access to your passwords and that you are liable for all transactions made or that you authorize another person to make even if that person exceeds his or her authority. You will be responsible for any Bill Payment request that contains an error or is a duplicate of another Bill Payment.

#### JOINT ACCOUNTS

**The joint user must be listed as secondary user when you register for KEMBA OnLine Bill Pay.** You confirm that your joint account holder listed has consented for you to use that account with KEMBA OnLine Bill Pay. We will end your use of KEMBA OnLine Bill Pay if any joint account holder notifies us that (a) they never consented to you the use of KEMBA OnLine Bill Pay, (b) the joint account can no longer be operated on your instructions alone, (c) they are withdrawing consent for you to operate the joint account, or (d) KEMBA has no record of a joint account.

#### KEMBA PEORIA CREDIT UNION RESPONSIBILITIES AND WARRANTIES

KEMBA is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment or if you enter an incorrect Share Draft/Checking number. We are not liable for any failure to make a Bill Payment if you fail to promptly notify KEMBA after you learn that you have not received credit from a Payee for a Bill Payment. KEMBA is not 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 KEMBA's agent. In any event, KEMBA will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if KEMBA has knowledge of the possibility of them. KEMBA is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond KEMBA's reasonable control.

If we do not provide a bill payment instruction on time, if we cause an incorrect amount to be removed from an account or if we cause funds from an account to be transferred to any account other than the account or payee's account specified in the appropriate bill payment instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper account or intended payee's account.

#### LIMITATIONS OF KEMBA'S LIABILITY, EXCLUSIONS, OR WARRANTIES

UNLESS OTHERWISE REQUIRED BY LAW, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY THE SERVICE. NOR SHALL OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNEES BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS RESULTING FROM BUSINESS DISRUPTION, LOSS OF DATA, LOSS PROFITS, LOST GOODWILL, OR DAMAGE TO SYSTEMS OR DATA, WHETHER IN AN ACTION FOR CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF KEMBA OR ANY OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY YOU AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF US RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU FOR THE SERVICE RESULTING IN SUCH LIABILITY IN THE TWO MONTH PERIOD PRECEDING THE DATE THE CLAIM WAS ACCRUED.

KEMBA DOES NOT WARRANT THE ACCURACY OF THE CONTENT OR OTHER INFORMATION CONTAINED ON THE WEB SITE. KEMBA DOES NOT WARRANT THAT THE WEB SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE ERROR-FREE, OR THAT ALL DEFECTS WILL BE CORRECTED. FURTHERMORE, KEMBA WILL NOT BE RESPONSIBLE FOR ERRORS, OMISSIONS, INTERRUPTIONS, DELETIONS, DEFECTS, COMMUNICATION LINE FAILURES, DELAYS IN THE OPERATION OR TRANSMISSION OF THE WEB SITE, OR FOR COMPUTER VIRUSES ASSOCIATED WITH THE OPERATION OF THE WEB SITE.

## **WARRANTY AMENDMENTS**

These Terms and Conditions are the legal binding agreement between KEMBA and you with respect to the Service, KEMBA may amend, modify, or update these terms and conditions at any time. You will be agreeing to the current provision of these Terms and Conditions each time you make a payment using the Service. These Terms and Conditions may have been altered or amended from the last time you used the Service so be sure to read it each time before you make a payment to be certain you still agree with its provisions. Your use of the Service after any changes to these Terms and Conditions will constitute your agreement to such change(s).

## **APPLICABLE LAW**

Except to the extent that federal law is controlling, your rights, our rights, and the terms of this Agreement will be governed in all respects by Illinois State law.

## **SECTION IV – ERRORS/CORRECTIONS/CLAIMS**

### **UNAUTHORIZED USE OR UNAUTHORIZED MOBILE BANKING TRANSACTIONS**

Notify us AT ONCE if you believe your password has been lost or stolen or if you believe someone has scheduled payments or may schedule payments to use your account without your permission. Contacting us at 309-693-6000 or 800-927-6003 is the best way to protect you from possible losses. If you do not tell us, and we can prove we could have stopped someone from using your access code without your permission if you had told us, you could lose as much as \$500. However, if you tell us within two (2) Business Days, you can lose no more than \$50.

### **ERROR REPORTING PROCESS**

In case of errors or questions about KEMBA OnLine Bill Pay, funds transfers, or incorrect statements, write to us at [info@kembapeoria.com](mailto:info@kembapeoria.com) or send us an e-mail through the secure messaging within OnLine Bill Pay, or forward by mail to KEMBA Peoria Credit Union, 2318 W Willow Knolls Rd, Peoria IL 61614. You may telephone us at 309-693-6000 or 800-927-6003. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared. The Credit Union may not immediately receive e-mail or secure messaging communications that you send and we will not take action based on email requests until we actually receive your message and have a reasonable opportunity to act.

In your communication about the potential error or question:

1. Tell us your name, and the account number of the Account to which the error relates.
2. Describe the error or the transfer that you are unsure about, and explain as clearly as you can why you believe it is in error and why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we will require that you send us your complaint or question in writing within ten (10) Business Days. Results of the investigation will be communicated within ten (10) Business Days (20 Business Days for new member accounts) after we hear from you and will correct any error promptly by crediting your account within one (1) Business Day. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we take the additional forty-five (45) days, we will adjust the applicable accounts within ten (10) Business Days (20 Business Days for new accounts) for the amount you believe is in error, so that you or your intended recipient will have use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within ten (10) Business Days, we may not re-credit your account. If we decide there is no error, we will send you a written explanation within three (3) Business Days after completing our investigation and debit your account. You may ask for copies of the documents that we used in our investigation.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of other financial institutions. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution or the intended recipient of funds. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

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My use of KEMBA OnLine Bill Pay signifies that I agree to accept all terms and conditions of this Agreement.

# **KEMBA ONLINE BILL PAY AGREEMENT AND DISCLOSURE**

## **BILL PAYMENT OVERVIEW**

KEMBA Peoria Credit Union offers bill pay services for Internet Banking users from iPay Solutions. Bill Payment provides the capability to receive and initiate payment of bills OnLine and eliminates the need to write checks and pay postage. Bill payment is accessible through KEMBA's Internet Banking site, KEMBA ONLINE (KOL), which provides the latest encryption technology available for secure transactions.

Bill payments are only processed on actual business days and the payments can take anywhere from 3 to 7 business days to reach the payee. The main variable in processing time is whether the payee accepts electronic payments or requires a physical check. Your KEMBA Share Draft/Share Draft/Checking will be debited within 2 business days of the processing date specified. Electronic Bill Payment transactions appear on your monthly statements as ACH debits with the payee names.

KEMBA does not initiate the Bill Payment transactions. All Bill Payment transactions are processed by iPay Solutions (Internet Bill Pay Service). If you have questions about a Bill Payment transaction, you must **contact iPay Solutions at 866-956-0980**.

## **SECTION I – AGREEMENT, SERVICE DESCRIPTION, FEATURES, FEES AND LIMITATIONS**

### **AGREEMENT**

“You” or “Your” means each person you authorize to use the service. “Payee” means anyone you designate to pay and the Credit Union accepts as a payee. This KEMBA OnLine Bill Pay Agreement (“Agreement”) is between KEMBA Peoria Credit Union and each member who has enrolled in our KEMBA OnLine Bill Pay Service, together with any person you have authorized to use or access KEMBA OnLine Bill Pay on your behalf. You also agree that the Credit Union does not need to send you a paper copy of this Agreement unless requested by phone or in writing since this disclosure may be printed from the enrollment screen or by going to our website at [www.kembapeoria.com](http://www.kembapeoria.com).

### **AVAILABILITY**

KEMBA OnLine Bill Pay is accessible 24 hours a day, seven days a week. However, from time to time, some or all of the Credit Union's Bill Payment services may not be available due to system maintenance of which you will be notified. The OnLine address for the KEMBA OnLine Bill Pay is [www.kembapeoria.com](http://www.kembapeoria.com). You are responsible for the installation, maintenance and operation of your computer and modem. KEMBA is not responsible for any errors or failures involving any telephone service or your computer.

### **INFORMATION AUTHORIZATION**

Your enrollment in KEMBA OnLine Bill Pay may not be fulfilled if the Credit Union cannot verify your identity or other necessary information. Through your enrollment, you agree that the Credit Union and its service provider reserve 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 and its provider may obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

### **REGISTERING FOR BILL PAY**

Bill Pay allows you to make payments to a third party from your KEMBA Share Draft/Share Draft/Checking. To use Bill Pay you must become a registered user of KOL. Once you have access to your KEMBA Share Draft/Checking OnLine, you may apply for Bill Pay. KEMBA reserves the right to approve or decline the application.

### **BILL PAY MANAGEMENT**

You are responsible for your bill pay management including establishing a funding account for each payee, setting up payees, setting up bill presentment, and scheduling payments. Payments will be remitted (sent) on the date you schedule.

### **FEES**

Bill Pay is FREE for the first three (3) months. After your initial three months, the fee is \$3.95 per month for unlimited use. The monthly bill pay fee will be debited from your Share Draft/Share Draft/Checking on approximately the 1<sup>st</sup> business day of each month. There is a fee for copies requested and received for any bill payment that was paid via paper check. The fee for a copy of a paid bill payment is \$5.00. KEMBA reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred. KEMBA has the right to change fees at any time. Any financial fees associated with your standard deposit accounts 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.

### **PRIVACY AND FUNDS AVAILABILITY**

You can view and print our Privacy and Fund Availability Policies on our webpage, [www.kembapeoria.com](http://www.kembapeoria.com).

### **PAYMENTS**

Payments are made either by paper check or electronically by ACH credit. The method employed on any single payment depends on whether the Bill Payment processor has established an electronic payment relationship with the payee and they are found on the electronic payee database. You may schedule a single payment or recurring payments to payees that you designate subject to the limitations described below. 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 under this Agreement.

## **PAYMENT AUTHORIZATION**

By providing KEMBA with the account information from your Share Draft/Share Draft/Checking, you authorize us to follow the payment instructions we receive from you through the Service. 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 you use this Service to send us a payment instruction, you authorize KEMBA to charge your Share Draft/Checking and to send those funds for payment as close as reasonably possible from the date indicated by you in the payment instruction. If your payment is received after the due date of the bill, regardless of any cause except for our failure to reasonably process your explicit payment instruction actually received by us, then you will remain responsible for any late charges and interest assessed. This would be true even if you are unable to access the system due to problems with the Internet, or our servers being temporarily unavailable. If you use the Service to send us your payment instructions after 1 P.M. (Central Standard Time) on a business day, then the Service will treat your instruction as if it was received on the following day.

## **LIMITATIONS**

You may not schedule a single bill payment for greater than \$25,100. Any payee you wish to pay through Bill Pay must be payable in U.S. dollars. Some government or legal agencies will not accept checks issued by third parties. KEMBA is not responsible for any penalties, late fees, finance charges, etc. incurred if a payee will not accept payment from the Bill Pay service. KEMBA reserves the right to refuse the designation of a Payee for any reason. Furthermore, KEMBA is not responsible if a Bill Payment can not be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not in the electronic payee database.

Bill payments are processed by Electronic Fund Transfers (EFT). Please refer to the Electronic Fund Transfers Disclosure information that is available on our Web site [www.kembapeoria.com](http://www.kembapeoria.com).

## **SERVICE AND SUPPORT**

We have contracted with iPay Solutions, a third party service provider, to offer this Bill Payment service. Although we have performed a great deal of due diligence in choosing our service provider, you understand that this service is not provided directly from the Credit Union. For service and support of the Bill Payment product, please contact iPay Solutions at 866-956-0980.

## **SECTION II - THE BILL PAYING PROCESS**

### **SINGLE PAYMENTS**

A single payment will be processed on the business day (Monday through Friday, except certain holidays) that you designate as the payment's process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is currently **1:00 PM, Central Time**. A single payment submitted after the cut-off time on the designated process date will be processed on the following business day. If you designate a non-business date (Weekends and certain holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date. KEMBA reserves the right to change the cut-off time. You will receive notice if it changes.

### **RECURRING PAYMENTS**

When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (Weekends and certain holidays), it is adjusted based on the following rules:

- If the recurring payment's **"PAY BEFORE"** option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment's **"PAY AFTER"** option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

### **PLEASE NOTE:**

If your frequency settings for the recurring payment specify the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date. Weekly recurring payments may not be scheduled on Saturdays.

### **PAYEES RECEIVING BILL PAYMENTS**

The service will calculate the Estimated Arrival Date of your payment. Since this is an estimate, please allow ample time for your payments to reach your Payee.

### **FUNDS DEBITED FROM SHARE DRAFT/SHARE DRAFT/CHECKING**

The Bill Payment processor generates an ACH debit (in the amount of the electronic bill payment) to your Share Draft/Share Draft/Checking. Your Share Draft/Share Draft/Checking will be debited within two (2) banking days.

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You agree to have funds on deposit in the Share Draft/Checking in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to us. If a NSF condition exists, your check will not be paid. Your bill payment account will be blocked until the NSF condition is resolved. Any future dated recurring payments scheduled for release during the time the account is blocked will not be sent. The fee for payments returned NSF is the current charge as stated in our Fee Schedule. You agree to pay for such payment obligations on demand. You further agree that KEMBA, at its option, may charge any of your accounts to cover such payment obligations. If you have Courtesy Pay Privilege on your KEMBA Share Draft/Share Draft/Checking, you may not exceed your credit limit.



## **SPECIALTY AND RUSH CHECKS**

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- We will not process payments on your behalf to Post Office Boxes and payees meeting any of the following criteria:
- Designated by the Office of Foreign Asset Control as being a prohibited payee
- Having an address outside of the United States (except for APO)
- Court-ordered payments such as alimony, child support, speeding tickets, etc.
- Tax entities
- Collection Agencies

If a payment to a prohibited payee is inadvertently processed, the payment guarantee does not apply to that payment, and we reserve the right not to process a payment to that payee in the future.

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You will be able to use a mobile device such as a cell phone, PDA, or any other wireless device to direct payments to payees that you wish to pay, subject to the KEMBA OnLine Bill Payment Agreement. Payees must be set up using your KOL Account before you are able to make a payment using the Mobile Bill Payment Service. You may not schedule a mobile bill payment for greater than \$1,500.00.

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## **INTERNET E-MAIL NOTIFICATIONS**

It is important to keep a current Internet e-mail address on file with us, as we use this to communicate important security events about your account such as:

- Password Changes
- User ID Changes
- Adding New Payees
- Internet E-mail Address Changes

## **DISPUTES**

In the event of a dispute regarding KEMBA OnLine Bill Pay, you and the Credit Union agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement 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 what an employee of the Credit Union says and the terms of this Agreement, the terms of this Agreement will prevail. You agree to pay the Credit Union's reasonable attorneys fees and costs for any actions we take to enforce this Agreement.

## TERMINATION OF SERVICE

We may terminate your participation in KEMBA OnLine Bill Pay for any reason, at any time. We will attempt to notify you in advance, but we are not obliged to do so. If you want to terminate a joint user's authority, you must notify us in writing. You should print and retain this document for safekeeping and reference.

You may not terminate your participation in KEMBA OnLine Bill Pay if you have outstanding bill payments scheduled. If you have no outstanding bill payments, you may terminate your service participation by contacting us by fax at 309-693-7312, by e-mail at [info@kembapeoria.com](mailto:info@kembapeoria.com), or by sending written notice to KEMBA Peoria Credit Union, 2318 W Willow Knolls Dr., Peoria IL 61614.

## SECTION III – WARRANTIES AND RESPONSIBILITIES

### MEMBER RESPONSIBILITIES AND WARRANTIES

#### SECURITY

You warrant and represent that the information you are providing us with is true, correct and complete. You agree not to impersonate any person or use a name that you are not authorized to use. You agree to promptly update your account records if your e-mail address or other information changes. You warrant that you will not use KEMBA OnLine Bill Pay for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of the Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair KEMBA OnLine Bill Pay or interfere with any other party's use and enjoyment of KEMBA OnLine Bill Pay.

You authorize KEMBA to post payment transactions generated by KEMBA OnLine Banking from the Bill Pay Service to the account indicated on the form being sent electronically. You understand that you are solely responsible for controlling the safekeeping of and access to your passwords and that you are liable for all transactions made or that you authorize another person to make even if that person exceeds his or her authority. You will be responsible for any Bill Payment request that contains an error or is a duplicate of another Bill Payment.

#### JOINT ACCOUNTS

**The joint user must be listed as secondary user when you register for KEMBA OnLine Bill Pay.** You confirm that your joint account holder listed has consented for you to use that account with KEMBA OnLine Bill Pay. We will end your use of KEMBA OnLine Bill Pay if any joint account holder notifies us that (a) they never consented to you the use of KEMBA OnLine Bill Pay, (b) the joint account can no longer be operated on your instructions alone, (c) they are withdrawing consent for you to operate the joint account, or (d) KEMBA has no record of a joint account.

#### KEMBA PEORIA CREDIT UNION RESPONSIBILITIES AND WARRANTIES

KEMBA is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment or if you enter an incorrect Share Draft/Checking number. We are not liable for any failure to make a Bill Payment if you fail to promptly notify KEMBA after you learn that you have not received credit from a Payee for a Bill Payment. KEMBA is not 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 KEMBA's agent. In any event, KEMBA will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if KEMBA has knowledge of the possibility of them. KEMBA is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond KEMBA's reasonable control.

If we do not provide a bill payment instruction on time, if we cause an incorrect amount to be removed from an account or if we cause funds from an account to be transferred to any account other than the account or payee's account specified in the appropriate bill payment instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper account or intended payee's account.

#### LIMITATIONS OF KEMBA'S LIABILITY, EXCLUSIONS, OR WARRANTIES

UNLESS OTHERWISE REQUIRED BY LAW, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY THE SERVICE. NOR SHALL OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNEES BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS RESULTING FROM BUSINESS DISRUPTION, LOSS OF DATA, LOSS PROFITS, LOST GOODWILL, OR DAMAGE TO SYSTEMS OR DATA, WHETHER IN AN ACTION FOR CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF KEMBA OR ANY OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY YOU AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF US RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU FOR THE SERVICE RESULTING IN SUCH LIABILITY IN THE TWO MONTH PERIOD PRECEDING THE DATE THE CLAIM WAS ACCRUED.

KEMBA DOES NOT WARRANT THE ACCURACY OF THE CONTENT OR OTHER INFORMATION CONTAINED ON THE WEB SITE. KEMBA DOES NOT WARRANT THAT THE WEB SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE ERROR-FREE, OR THAT ALL DEFECTS WILL BE CORRECTED. FURTHERMORE, KEMBA WILL NOT BE RESPONSIBLE FOR ERRORS, OMISSIONS, INTERRUPTIONS, DELETIONS, DEFECTS, COMMUNICATION LINE FAILURES, DELAYS IN THE OPERATION OR TRANSMISSION OF THE WEB SITE, OR FOR COMPUTER VIRUSES ASSOCIATED WITH THE OPERATION OF THE WEB SITE.

## **WARRANTY AMENDMENTS**

These Terms and Conditions are the legal binding agreement between KEMBA and you with respect to the Service, KEMBA may amend, modify, or update these terms and conditions at any time. You will be agreeing to the current provision of these Terms and Conditions each time you make a payment using the Service. These Terms and Conditions may have been altered or amended from the last time you used the Service so be sure to read it each time before you make a payment to be certain you still agree with its provisions. Your use of the Service after any changes to these Terms and Conditions will constitute your agreement to such change(s).

## **APPLICABLE LAW**

Except to the extent that federal law is controlling, your rights, our rights, and the terms of this Agreement will be governed in all respects by Illinois State law.

## **SECTION IV – ERRORS/CORRECTIONS/CLAIMS**

### **UNAUTHORIZED USE OR UNAUTHORIZED MOBILE BANKING TRANSACTIONS**

Notify us AT ONCE if you believe your password has been lost or stolen or if you believe someone has scheduled payments or may schedule payments to use your account without your permission. Contacting us at 309-693-6000 or 800-927-6003 is the best way to protect you from possible losses. If you do not tell us, and we can prove we could have stopped someone from using your access code without your permission if you had told us, you could lose as much as \$500. However, if you tell us within two (2) Business Days, you can lose no more than \$50.

### **ERROR REPORTING PROCESS**

In case of errors or questions about KEMBA OnLine Bill Pay, funds transfers, or incorrect statements, write to us at [info@kembapeoria.com](mailto:info@kembapeoria.com) or send us an e-mail through the secure messaging within OnLine Bill Pay, or forward by mail to KEMBA Peoria Credit Union, 2318 W Willow Knolls Rd, Peoria IL 61614. You may telephone us at 309-693-6000 or 800-927-6003. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared. The Credit Union may not immediately receive e-mail or secure messaging communications that you send and we will not take action based on email requests until we actually receive your message and have a reasonable opportunity to act.

In your communication about the potential error or question:

1. Tell us your name, and the account number of the Account to which the error relates.
2. Describe the error or the transfer that you are unsure about, and explain as clearly as you can why you believe it is in error and why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we will require that you send us your complaint or question in writing within ten (10) Business Days. Results of the investigation will be communicated within ten (10) Business Days (20 Business Days for new member accounts) after we hear from you and will correct any error promptly by crediting your account within one (1) Business Day. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we take the additional forty-five (45) days, we will adjust the applicable accounts within ten (10) Business Days (20 Business Days for new accounts) for the amount you believe is in error, so that you or your intended recipient will have use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within ten (10) Business Days, we may not re-credit your account. If we decide there is no error, we will send you a written explanation within three (3) Business Days after completing our investigation and debit your account. You may ask for copies of the documents that we used in our investigation.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of other financial institutions. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution or the intended recipient of funds. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

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My use of KEMBA OnLine Bill Pay signifies that I agree to accept all terms and conditions of this Agreement.

# **KEMBA ONLINE BILL PAY AGREEMENT AND DISCLOSURE**

## **BILL PAYMENT OVERVIEW**

KEMBA Peoria Credit Union offers bill pay services for Internet Banking users from iPay Solutions. Bill Payment provides the capability to receive and initiate payment of bills OnLine and eliminates the need to write checks and pay postage. Bill payment is accessible through KEMBA's Internet Banking site, KEMBA ONLINE (KOL), which provides the latest encryption technology available for secure transactions.

Bill payments are only processed on actual business days and the payments can take anywhere from 3 to 7 business days to reach the payee. The main variable in processing time is whether the payee accepts electronic payments or requires a physical check. Your KEMBA Share Draft/Share Draft/Checking will be debited within 2 business days of the processing date specified. Electronic Bill Payment transactions appear on your monthly statements as ACH debits with the payee names.

KEMBA does not initiate the Bill Payment transactions. All Bill Payment transactions are processed by iPay Solutions (Internet Bill Pay Service). If you have questions about a Bill Payment transaction, you must **contact iPay Solutions at 866-956-0980**.

## **SECTION I – AGREEMENT, SERVICE DESCRIPTION, FEATURES, FEES AND LIMITATIONS**

### **AGREEMENT**

“You” or “Your” means each person you authorize to use the service. “Payee” means anyone you designate to pay and the Credit Union accepts as a payee. This KEMBA OnLine Bill Pay Agreement (“Agreement”) is between KEMBA Peoria Credit Union and each member who has enrolled in our KEMBA OnLine Bill Pay Service, together with any person you have authorized to use or access KEMBA OnLine Bill Pay on your behalf. You also agree that the Credit Union does not need to send you a paper copy of this Agreement unless requested by phone or in writing since this disclosure may be printed from the enrollment screen or by going to our website at [www.kembapeoria.com](http://www.kembapeoria.com).

### **AVAILABILITY**

KEMBA OnLine Bill Pay is accessible 24 hours a day, seven days a week. However, from time to time, some or all of the Credit Union's Bill Payment services may not be available due to system maintenance of which you will be notified. The OnLine address for the KEMBA OnLine Bill Pay is [www.kembapeoria.com](http://www.kembapeoria.com). You are responsible for the installation, maintenance and operation of your computer and modem. KEMBA is not responsible for any errors or failures involving any telephone service or your computer.

### **INFORMATION AUTHORIZATION**

Your enrollment in KEMBA OnLine Bill Pay may not be fulfilled if the Credit Union cannot verify your identity or other necessary information. Through your enrollment, you agree that the Credit Union and its service provider reserve 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 and its provider may obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

### **REGISTERING FOR BILL PAY**

Bill Pay allows you to make payments to a third party from your KEMBA Share Draft/Share Draft/Checking. To use Bill Pay you must become a registered user of KOL. Once you have access to your KEMBA Share Draft/Checking OnLine, you may apply for Bill Pay. KEMBA reserves the right to approve or decline the application.

### **BILL PAY MANAGEMENT**

You are responsible for your bill pay management including establishing a funding account for each payee, setting up payees, setting up bill presentment, and scheduling payments. Payments will be remitted (sent) on the date you schedule.

### **FEES**

Bill Pay is FREE for the first three (3) months. After your initial three months, the fee is \$3.95 per month for unlimited use. The monthly bill pay fee will be debited from your Share Draft/Share Draft/Checking on approximately the 1<sup>st</sup> business day of each month. There is a fee for copies requested and received for any bill payment that was paid via paper check. The fee for a copy of a paid bill payment is \$5.00. KEMBA reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred. KEMBA has the right to change fees at any time. Any financial fees associated with your standard deposit accounts 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.

### **PRIVACY AND FUNDS AVAILABILITY**

You can view and print our Privacy and Fund Availability Policies on our webpage, [www.kembapeoria.com](http://www.kembapeoria.com).

### **PAYMENTS**

Payments are made either by paper check or electronically by ACH credit. The method employed on any single payment depends on whether the Bill Payment processor has established an electronic payment relationship with the payee and they are found on the electronic payee database. You may schedule a single payment or recurring payments to payees that you designate subject to the limitations described below. 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 under this Agreement.

## **PAYMENT AUTHORIZATION**

By providing KEMBA with the account information from your Share Draft/Share Draft/Checking, you authorize us to follow the payment instructions we receive from you through the Service. 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 you use this Service to send us a payment instruction, you authorize KEMBA to charge your Share Draft/Checking and to send those funds for payment as close as reasonably possible from the date indicated by you in the payment instruction. If your payment is received after the due date of the bill, regardless of any cause except for our failure to reasonably process your explicit payment instruction actually received by us, then you will remain responsible for any late charges and interest assessed. This would be true even if you are unable to access the system due to problems with the Internet, or our servers being temporarily unavailable. If you use the Service to send us your payment instructions after 1 P.M. (Central Standard Time) on a business day, then the Service will treat your instruction as if it was received on the following day.

## **LIMITATIONS**

You may not schedule a single bill payment for greater than \$25,100. Any payee you wish to pay through Bill Pay must be payable in U.S. dollars. Some government or legal agencies will not accept checks issued by third parties. KEMBA is not responsible for any penalties, late fees, finance charges, etc. incurred if a payee will not accept payment from the Bill Pay service. KEMBA reserves the right to refuse the designation of a Payee for any reason. Furthermore, KEMBA is not responsible if a Bill Payment can not be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not in the electronic payee database.

Bill payments are processed by Electronic Fund Transfers (EFT). Please refer to the Electronic Fund Transfers Disclosure information that is available on our Web site [www.kembapeoria.com](http://www.kembapeoria.com).

## **SERVICE AND SUPPORT**

We have contracted with iPay Solutions, a third party service provider, to offer this Bill Payment service. Although we have performed a great deal of due diligence in choosing our service provider, you understand that this service is not provided directly from the Credit Union. For service and support of the Bill Payment product, please contact iPay Solutions at 866-956-0980.

## **SECTION II - THE BILL PAYING PROCESS**

### **SINGLE PAYMENTS**

A single payment will be processed on the business day (Monday through Friday, except certain holidays) that you designate as the payment's process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is currently **1:00 PM, Central Time**. A single payment submitted after the cut-off time on the designated process date will be processed on the following business day. If you designate a non-business date (Weekends and certain holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date. KEMBA reserves the right to change the cut-off time. You will receive notice if it changes.

### **RECURRING PAYMENTS**

When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (Weekends and certain holidays), it is adjusted based on the following rules:

- If the recurring payment's **"PAY BEFORE"** option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment's **"PAY AFTER"** option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

### **PLEASE NOTE:**

If your frequency settings for the recurring payment specify the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date. Weekly recurring payments may not be scheduled on Saturdays.

### **PAYEES RECEIVING BILL PAYMENTS**

The service will calculate the Estimated Arrival Date of your payment. Since this is an estimate, please allow ample time for your payments to reach your Payee.

### **FUNDS DEBITED FROM SHARE DRAFT/SHARE DRAFT/CHECKING**

The Bill Payment processor generates an ACH debit (in the amount of the electronic bill payment) to your Share Draft/Share Draft/Checking. Your Share Draft/Share Draft/Checking will be debited within two (2) banking days.

### **NON SUFFICIENT FUNDS (NSF)**

You agree to have funds on deposit in the Share Draft/Checking in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to us. If a NSF condition exists, your check will not be paid. Your bill payment account will be blocked until the NSF condition is resolved. Any future dated recurring payments scheduled for release during the time the account is blocked will not be sent. The fee for payments returned NSF is the current charge as stated in our Fee Schedule. You agree to pay for such payment obligations on demand. You further agree that KEMBA, at its option, may charge any of your accounts to cover such payment obligations. If you have Courtesy Pay Privilege on your KEMBA Share Draft/Share Draft/Checking, you may not exceed your credit limit.

## **SPECIALTY AND RUSH CHECKS**

In addition to paying bills, you may send gift checks and make donations. When you initiate a specialty check or a rush payment, you also agree to accept the fee associated with the service. The amount of the fee will be disclosed to you at the time of issue. Fees are taken out on the process date and the check amount is debited when the check clears.

## **PROHIBITED PAYEES**

- We will not process payments on your behalf to Post Office Boxes and payees meeting any of the following criteria:
- Designated by the Office of Foreign Asset Control as being a prohibited payee
- Having an address outside of the United States (except for APO)
- Court-ordered payments such as alimony, child support, speeding tickets, etc.
- Tax entities
- Collection Agencies

If a payment to a prohibited payee is inadvertently processed, the payment guarantee does not apply to that payment, and we reserve the right not to process a payment to that payee in the future.

## **CANCELLING OR CHANGING BILL PAYMENTS**

You may cancel or change an outstanding electronic bill payment at any time before the payment cut-off time. Changes are immediate for scheduled and future payments. You may cancel a "Recurring" transaction with a written request received no later than three (3) business days before the process date by contacting Member Services at the address listed in this Agreement. Your request must detail whether the cancellation applies to only one of the recurring transactions, or all transactions in the recurring stream. We may cancel a bill payment if we have reasonable belief that the payment is fraudulent. If we cancel a payment, we will attempt to contact you to inform you of this action.

## **PLACING A STOP PAYMENT ON BILL PAYMENTS**

For stop payment requests on checks initiated after the cut-off time, you must contact KEMBA at (309) 693-6000 or (800) 927-6003. Stop payment requests placed by e-mail or recorded message may not reach us in time to place the stop payment. Payments remitted electronically cannot be stopped. The fee for a stop payment is the current charge for such service as stated in our Fee Schedule.

## **ERRORS IN BILL PAYMENTS**

If you select an electronic payee with an address that is different from that indicated on your payment coupon, you are responsible for any late charges incurred. You always have the option to manually set up a payee with the (correct) address found on your payment coupon or bill.

## **PERSON TO PERSON PAYMENTS**

Person to person is another option which allows you to send an individual money OnLine in a fast and safe manner. This is a onetime payment feature and cannot be used for setting up recurring payments.

## **TRANSFERS TO FINANCIAL INSTITUTIONS**

You may transfer funds from your Share Draft/Share Draft/Checking to other financial institutions. You will need the routing number and the account number for the receiving institution for the transfer to process correctly.

## **MOBILE BILL PAY**

You will be able to use a mobile device such as a cell phone, PDA, or any other wireless device to direct payments to payees that you wish to pay, subject to the KEMBA OnLine Bill Payment Agreement. Payees must be set up using your KOL Account before you are able to make a payment using the Mobile Bill Payment Service. You may not schedule a mobile bill payment for greater than \$1,500.00.

## **eBILL**

This function allows you to receive payment information from your statement from eligible payees (credit card companies, etc). You will need your login credentials for the payee's website. OnLine Bill Pay is unable to update or change your personal information with the eBill payee.

## **INTERNET E-MAIL NOTIFICATIONS**

It is important to keep a current Internet e-mail address on file with us, as we use this to communicate important security events about your account such as:

- Password Changes
- User ID Changes
- Adding New Payees
- Internet E-mail Address Changes

## **DISPUTES**

In the event of a dispute regarding KEMBA OnLine Bill Pay, you and the Credit Union agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement 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 what an employee of the Credit Union says and the terms of this Agreement, the terms of this Agreement will prevail. You agree to pay the Credit Union's reasonable attorneys fees and costs for any actions we take to enforce this Agreement.

## TERMINATION OF SERVICE

We may terminate your participation in KEMBA OnLine Bill Pay for any reason, at any time. We will attempt to notify you in advance, but we are not obliged to do so. If you want to terminate a joint user's authority, you must notify us in writing. You should print and retain this document for safekeeping and reference.

You may not terminate your participation in KEMBA OnLine Bill Pay if you have outstanding bill payments scheduled. If you have no outstanding bill payments, you may terminate your service participation by contacting us by fax at 309-693-7312, by e-mail at [info@kembapeoria.com](mailto:info@kembapeoria.com), or by sending written notice to KEMBA Peoria Credit Union, 2318 W Willow Knolls Dr., Peoria IL 61614.

## SECTION III – WARRANTIES AND RESPONSIBILITIES

### MEMBER RESPONSIBILITIES AND WARRANTIES

#### SECURITY

You warrant and represent that the information you are providing us with is true, correct and complete. You agree not to impersonate any person or use a name that you are not authorized to use. You agree to promptly update your account records if your e-mail address or other information changes. You warrant that you will not use KEMBA OnLine Bill Pay for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of the Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair KEMBA OnLine Bill Pay or interfere with any other party's use and enjoyment of KEMBA OnLine Bill Pay.

You authorize KEMBA to post payment transactions generated by KEMBA OnLine Banking from the Bill Pay Service to the account indicated on the form being sent electronically. You understand that you are solely responsible for controlling the safekeeping of and access to your passwords and that you are liable for all transactions made or that you authorize another person to make even if that person exceeds his or her authority. You will be responsible for any Bill Payment request that contains an error or is a duplicate of another Bill Payment.

#### JOINT ACCOUNTS

**The joint user must be listed as secondary user when you register for KEMBA OnLine Bill Pay.** You confirm that your joint account holder listed has consented for you to use that account with KEMBA OnLine Bill Pay. We will end your use of KEMBA OnLine Bill Pay if any joint account holder notifies us that (a) they never consented to you the use of KEMBA OnLine Bill Pay, (b) the joint account can no longer be operated on your instructions alone, (c) they are withdrawing consent for you to operate the joint account, or (d) KEMBA has no record of a joint account.

#### KEMBA PEORIA CREDIT UNION RESPONSIBILITIES AND WARRANTIES

KEMBA is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment or if you enter an incorrect Share Draft/Checking number. We are not liable for any failure to make a Bill Payment if you fail to promptly notify KEMBA after you learn that you have not received credit from a Payee for a Bill Payment. KEMBA is not 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 KEMBA's agent. In any event, KEMBA will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if KEMBA has knowledge of the possibility of them. KEMBA is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond KEMBA's reasonable control.

If we do not provide a bill payment instruction on time, if we cause an incorrect amount to be removed from an account or if we cause funds from an account to be transferred to any account other than the account or payee's account specified in the appropriate bill payment instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper account or intended payee's account.

#### LIMITATIONS OF KEMBA'S LIABILITY, EXCLUSIONS, OR WARRANTIES

UNLESS OTHERWISE REQUIRED BY LAW, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY THE SERVICE. NOR SHALL OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNEES BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS RESULTING FROM BUSINESS DISRUPTION, LOSS OF DATA, LOSS PROFITS, LOST GOODWILL, OR DAMAGE TO SYSTEMS OR DATA, WHETHER IN AN ACTION FOR CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF KEMBA OR ANY OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY YOU AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF US RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU FOR THE SERVICE RESULTING IN SUCH LIABILITY IN THE TWO MONTH PERIOD PRECEDING THE DATE THE CLAIM WAS ACCRUED.

KEMBA DOES NOT WARRANT THE ACCURACY OF THE CONTENT OR OTHER INFORMATION CONTAINED ON THE WEB SITE. KEMBA DOES NOT WARRANT THAT THE WEB SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE ERROR-FREE, OR THAT ALL DEFECTS WILL BE CORRECTED. FURTHERMORE, KEMBA WILL NOT BE RESPONSIBLE FOR ERRORS, OMISSIONS, INTERRUPTIONS, DELETIONS, DEFECTS, COMMUNICATION LINE FAILURES, DELAYS IN THE OPERATION OR TRANSMISSION OF THE WEB SITE, OR FOR COMPUTER VIRUSES ASSOCIATED WITH THE OPERATION OF THE WEB SITE.

## **WARRANTY AMENDMENTS**

These Terms and Conditions are the legal binding agreement between KEMBA and you with respect to the Service, KEMBA may amend, modify, or update these terms and conditions at any time. You will be agreeing to the current provision of these Terms and Conditions each time you make a payment using the Service. These Terms and Conditions may have been altered or amended from the last time you used the Service so be sure to read it each time before you make a payment to be certain you still agree with its provisions. Your use of the Service after any changes to these Terms and Conditions will constitute your agreement to such change(s).

## **APPLICABLE LAW**

Except to the extent that federal law is controlling, your rights, our rights, and the terms of this Agreement will be governed in all respects by Illinois State law.

## **SECTION IV – ERRORS/CORRECTIONS/CLAIMS**

### **UNAUTHORIZED USE OR UNAUTHORIZED MOBILE BANKING TRANSACTIONS**

Notify us AT ONCE if you believe your password has been lost or stolen or if you believe someone has scheduled payments or may schedule payments to use your account without your permission. Contacting us at 309-693-6000 or 800-927-6003 is the best way to protect you from possible losses. If you do not tell us, and we can prove we could have stopped someone from using your access code without your permission if you had told us, you could lose as much as \$500. However, if you tell us within two (2) Business Days, you can lose no more than \$50.

### **ERROR REPORTING PROCESS**

In case of errors or questions about KEMBA OnLine Bill Pay, funds transfers, or incorrect statements, write to us at [info@kembapeoria.com](mailto:info@kembapeoria.com) or send us an e-mail through the secure messaging within OnLine Bill Pay, or forward by mail to KEMBA Peoria Credit Union, 2318 W Willow Knolls Rd, Peoria IL 61614. You may telephone us at 309-693-6000 or 800-927-6003. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared. The Credit Union may not immediately receive e-mail or secure messaging communications that you send and we will not take action based on email requests until we actually receive your message and have a reasonable opportunity to act.

In your communication about the potential error or question:

1. Tell us your name, and the account number of the Account to which the error relates.
2. Describe the error or the transfer that you are unsure about, and explain as clearly as you can why you believe it is in error and why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we will require that you send us your complaint or question in writing within ten (10) Business Days. Results of the investigation will be communicated within ten (10) Business Days (20 Business Days for new member accounts) after we hear from you and will correct any error promptly by crediting your account within one (1) Business Day. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we take the additional forty-five (45) days, we will adjust the applicable accounts within ten (10) Business Days (20 Business Days for new accounts) for the amount you believe is in error, so that you or your intended recipient will have use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within ten (10) Business Days, we may not re-credit your account. If we decide there is no error, we will send you a written explanation within three (3) Business Days after completing our investigation and debit your account. You may ask for copies of the documents that we used in our investigation.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of other financial institutions. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution or the intended recipient of funds. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

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My use of KEMBA OnLine Bill Pay signifies that I agree to accept all terms and conditions of this Agreement.



# **KEMBA ONLINE BILL PAY AGREEMENT AND DISCLOSURE**

## **BILL PAYMENT OVERVIEW**

KEMBA Peoria Credit Union offers bill pay services for Internet Banking users from iPay Solutions. Bill Payment provides the capability to receive and initiate payment of bills OnLine and eliminates the need to write checks and pay postage. Bill payment is accessible through KEMBA's Internet Banking site, KEMBA ONLINE (KOL), which provides the latest encryption technology available for secure transactions.

Bill payments are only processed on actual business days and the payments can take anywhere from 3 to 7 business days to reach the payee. The main variable in processing time is whether the payee accepts electronic payments or requires a physical check. Your KEMBA Share Draft/Share Draft/Checking will be debited within 2 business days of the processing date specified. Electronic Bill Payment transactions appear on your monthly statements as ACH debits with the payee names.

KEMBA does not initiate the Bill Payment transactions. All Bill Payment transactions are processed by iPay Solutions (Internet Bill Pay Service). If you have questions about a Bill Payment transaction, you must **contact iPay Solutions at 866-956-0980**.

## **SECTION I – AGREEMENT, SERVICE DESCRIPTION, FEATURES, FEES AND LIMITATIONS**

### **AGREEMENT**

“You” or “Your” means each person you authorize to use the service. “Payee” means anyone you designate to pay and the Credit Union accepts as a payee. This KEMBA OnLine Bill Pay Agreement (“Agreement”) is between KEMBA Peoria Credit Union and each member who has enrolled in our KEMBA OnLine Bill Pay Service, together with any person you have authorized to use or access KEMBA OnLine Bill Pay on your behalf. You also agree that the Credit Union does not need to send you a paper copy of this Agreement unless requested by phone or in writing since this disclosure may be printed from the enrollment screen or by going to our website at [www.kembapeoria.com](http://www.kembapeoria.com).

### **AVAILABILITY**

KEMBA OnLine Bill Pay is accessible 24 hours a day, seven days a week. However, from time to time, some or all of the Credit Union's Bill Payment services may not be available due to system maintenance of which you will be notified. The OnLine address for the KEMBA OnLine Bill Pay is [www.kembapeoria.com](http://www.kembapeoria.com). You are responsible for the installation, maintenance and operation of your computer and modem. KEMBA is not responsible for any errors or failures involving any telephone service or your computer.

### **INFORMATION AUTHORIZATION**

Your enrollment in KEMBA OnLine Bill Pay may not be fulfilled if the Credit Union cannot verify your identity or other necessary information. Through your enrollment, you agree that the Credit Union and its service provider reserve 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 and its provider may obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

### **REGISTERING FOR BILL PAY**

Bill Pay allows you to make payments to a third party from your KEMBA Share Draft/Share Draft/Checking. To use Bill Pay you must become a registered user of KOL. Once you have access to your KEMBA Share Draft/Checking OnLine, you may apply for Bill Pay. KEMBA reserves the right to approve or decline the application.

### **BILL PAY MANAGEMENT**

You are responsible for your bill pay management including establishing a funding account for each payee, setting up payees, setting up bill presentment, and scheduling payments. Payments will be remitted (sent) on the date you schedule.

### **FEES**

Bill Pay is FREE for the first three (3) months. After your initial three months, the fee is \$3.95 per month for unlimited use. The monthly bill pay fee will be debited from your Share Draft/Share Draft/Checking on approximately the 1<sup>st</sup> business day of each month. There is a fee for copies requested and received for any bill payment that was paid via paper check. The fee for a copy of a paid bill payment is \$5.00. KEMBA reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred. KEMBA has the right to change fees at any time. Any financial fees associated with your standard deposit accounts 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.

### **PRIVACY AND FUNDS AVAILABILITY**

You can view and print our Privacy and Fund Availability Policies on our webpage, [www.kembapeoria.com](http://www.kembapeoria.com).

### **PAYMENTS**

Payments are made either by paper check or electronically by ACH credit. The method employed on any single payment depends on whether the Bill Payment processor has established an electronic payment relationship with the payee and they are found on the electronic payee database. You may schedule a single payment or recurring payments to payees that you designate subject to the limitations described below. 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 under this Agreement.

## **PAYMENT AUTHORIZATION**

By providing KEMBA with the account information from your Share Draft/Share Draft/Checking, you authorize us to follow the payment instructions we receive from you through the Service. 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 you use this Service to send us a payment instruction, you authorize KEMBA to charge your Share Draft/Checking and to send those funds for payment as close as reasonably possible from the date indicated by you in the payment instruction. If your payment is received after the due date of the bill, regardless of any cause except for our failure to reasonably process your explicit payment instruction actually received by us, then you will remain responsible for any late charges and interest assessed. This would be true even if you are unable to access the system due to problems with the Internet, or our servers being temporarily unavailable. If you use the Service to send us your payment instructions after 1 P.M. (Central Standard Time) on a business day, then the Service will treat your instruction as if it was received on the following day.

## **LIMITATIONS**

You may not schedule a single bill payment for greater than \$25,100. Any payee you wish to pay through Bill Pay must be payable in U.S. dollars. Some government or legal agencies will not accept checks issued by third parties. KEMBA is not responsible for any penalties, late fees, finance charges, etc. incurred if a payee will not accept payment from the Bill Pay service. KEMBA reserves the right to refuse the designation of a Payee for any reason. Furthermore, KEMBA is not responsible if a Bill Payment can not be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not in the electronic payee database.

Bill payments are processed by Electronic Fund Transfers (EFT). Please refer to the Electronic Fund Transfers Disclosure information that is available on our Web site [www.kembapeoria.com](http://www.kembapeoria.com).

## **SERVICE AND SUPPORT**

We have contracted with iPay Solutions, a third party service provider, to offer this Bill Payment service. Although we have performed a great deal of due diligence in choosing our service provider, you understand that this service is not provided directly from the Credit Union. For service and support of the Bill Payment product, please contact iPay Solutions at 866-956-0980.

## **SECTION II - THE BILL PAYING PROCESS**

### **SINGLE PAYMENTS**

A single payment will be processed on the business day (Monday through Friday, except certain holidays) that you designate as the payment's process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is currently **1:00 PM, Central Time**. A single payment submitted after the cut-off time on the designated process date will be processed on the following business day. If you designate a non-business date (Weekends and certain holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date. KEMBA reserves the right to change the cut-off time. You will receive notice if it changes.

### **RECURRING PAYMENTS**

When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (Weekends and certain holidays), it is adjusted based on the following rules:

- If the recurring payment's **"PAY BEFORE"** option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment's **"PAY AFTER"** option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

### **PLEASE NOTE:**

If your frequency settings for the recurring payment specify the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date. Weekly recurring payments may not be scheduled on Saturdays.

### **PAYEES RECEIVING BILL PAYMENTS**

The service will calculate the Estimated Arrival Date of your payment. Since this is an estimate, please allow ample time for your payments to reach your Payee.

### **FUNDS DEBITED FROM SHARE DRAFT/SHARE DRAFT/CHECKING**

The Bill Payment processor generates an ACH debit (in the amount of the electronic bill payment) to your Share Draft/Share Draft/Checking. Your Share Draft/Share Draft/Checking will be debited within two (2) banking days.

### **NON SUFFICIENT FUNDS (NSF)**

You agree to have funds on deposit in the Share Draft/Checking in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to us. If a NSF condition exists, your check will not be paid. Your bill payment account will be blocked until the NSF condition is resolved. Any future dated recurring payments scheduled for release during the time the account is blocked will not be sent. The fee for payments returned NSF is the current charge as stated in our Fee Schedule. You agree to pay for such payment obligations on demand. You further agree that KEMBA, at its option, may charge any of your accounts to cover such payment obligations. If you have Courtesy Pay Privilege on your KEMBA Share Draft/Share Draft/Checking, you may not exceed your credit limit.

## **SPECIALTY AND RUSH CHECKS**

In addition to paying bills, you may send gift checks and make donations. When you initiate a specialty check or a rush payment, you also agree to accept the fee associated with the service. The amount of the fee will be disclosed to you at the time of issue. Fees are taken out on the process date and the check amount is debited when the check clears.

## **PROHIBITED PAYEES**

- We will not process payments on your behalf to Post Office Boxes and payees meeting any of the following criteria:
- Designated by the Office of Foreign Asset Control as being a prohibited payee
- Having an address outside of the United States (except for APO)
- Court-ordered payments such as alimony, child support, speeding tickets, etc.
- Tax entities
- Collection Agencies

If a payment to a prohibited payee is inadvertently processed, the payment guarantee does not apply to that payment, and we reserve the right not to process a payment to that payee in the future.

## **CANCELLING OR CHANGING BILL PAYMENTS**

You may cancel or change an outstanding electronic bill payment at any time before the payment cut-off time. Changes are immediate for scheduled and future payments. You may cancel a "Recurring" transaction with a written request received no later than three (3) business days before the process date by contacting Member Services at the address listed in this Agreement. Your request must detail whether the cancellation applies to only one of the recurring transactions, or all transactions in the recurring stream. We may cancel a bill payment if we have reasonable belief that the payment is fraudulent. If we cancel a payment, we will attempt to contact you to inform you of this action.

## **PLACING A STOP PAYMENT ON BILL PAYMENTS**

For stop payment requests on checks initiated after the cut-off time, you must contact KEMBA at (309) 693-6000 or (800) 927-6003. Stop payment requests placed by e-mail or recorded message may not reach us in time to place the stop payment. Payments remitted electronically cannot be stopped. The fee for a stop payment is the current charge for such service as stated in our Fee Schedule.

## **ERRORS IN BILL PAYMENTS**

If you select an electronic payee with an address that is different from that indicated on your payment coupon, you are responsible for any late charges incurred. You always have the option to manually set up a payee with the (correct) address found on your payment coupon or bill.

## **PERSON TO PERSON PAYMENTS**

Person to person is another option which allows you to send an individual money OnLine in a fast and safe manner. This is a onetime payment feature and cannot be used for setting up recurring payments.

## **TRANSFERS TO FINANCIAL INSTITUTIONS**

You may transfer funds from your Share Draft/Share Draft/Checking to other financial institutions. You will need the routing number and the account number for the receiving institution for the transfer to process correctly.

## **MOBILE BILL PAY**

You will be able to use a mobile device such as a cell phone, PDA, or any other wireless device to direct payments to payees that you wish to pay, subject to the KEMBA OnLine Bill Payment Agreement. Payees must be set up using your KOL Account before you are able to make a payment using the Mobile Bill Payment Service. You may not schedule a mobile bill payment for greater than \$1,500.00.

## **eBILL**

This function allows you to receive payment information from your statement from eligible payees (credit card companies, etc). You will need your login credentials for the payee's website. OnLine Bill Pay is unable to update or change your personal information with the eBill payee.

## **INTERNET E-MAIL NOTIFICATIONS**

It is important to keep a current Internet e-mail address on file with us, as we use this to communicate important security events about your account such as:

- Password Changes
- User ID Changes
- Adding New Payees
- Internet E-mail Address Changes

## **DISPUTES**

In the event of a dispute regarding KEMBA OnLine Bill Pay, you and the Credit Union agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement 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 what an employee of the Credit Union says and the terms of this Agreement, the terms of this Agreement will prevail. You agree to pay the Credit Union's reasonable attorneys fees and costs for any actions we take to enforce this Agreement.

## TERMINATION OF SERVICE

We may terminate your participation in KEMBA OnLine Bill Pay for any reason, at any time. We will attempt to notify you in advance, but we are not obliged to do so. If you want to terminate a joint user's authority, you must notify us in writing. You should print and retain this document for safekeeping and reference.

You may not terminate your participation in KEMBA OnLine Bill Pay if you have outstanding bill payments scheduled. If you have no outstanding bill payments, you may terminate your service participation by contacting us by fax at 309-693-7312, by e-mail at [info@kembapeoria.com](mailto:info@kembapeoria.com), or by sending written notice to KEMBA Peoria Credit Union, 2318 W Willow Knolls Dr., Peoria IL 61614.

## SECTION III – WARRANTIES AND RESPONSIBILITIES

### MEMBER RESPONSIBILITIES AND WARRANTIES

#### SECURITY

You warrant and represent that the information you are providing us with is true, correct and complete. You agree not to impersonate any person or use a name that you are not authorized to use. You agree to promptly update your account records if your e-mail address or other information changes. You warrant that you will not use KEMBA OnLine Bill Pay for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of the Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair KEMBA OnLine Bill Pay or interfere with any other party's use and enjoyment of KEMBA OnLine Bill Pay.

You authorize KEMBA to post payment transactions generated by KEMBA OnLine Banking from the Bill Pay Service to the account indicated on the form being sent electronically. You understand that you are solely responsible for controlling the safekeeping of and access to your passwords and that you are liable for all transactions made or that you authorize another person to make even if that person exceeds his or her authority. You will be responsible for any Bill Payment request that contains an error or is a duplicate of another Bill Payment.

#### JOINT ACCOUNTS

**The joint user must be listed as secondary user when you register for KEMBA OnLine Bill Pay.** You confirm that your joint account holder listed has consented for you to use that account with KEMBA OnLine Bill Pay. We will end your use of KEMBA OnLine Bill Pay if any joint account holder notifies us that (a) they never consented to you the use of KEMBA OnLine Bill Pay, (b) the joint account can no longer be operated on your instructions alone, (c) they are withdrawing consent for you to operate the joint account, or (d) KEMBA has no record of a joint account.

#### KEMBA PEORIA CREDIT UNION RESPONSIBILITIES AND WARRANTIES

KEMBA is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment or if you enter an incorrect Share Draft/Checking number. We are not liable for any failure to make a Bill Payment if you fail to promptly notify KEMBA after you learn that you have not received credit from a Payee for a Bill Payment. KEMBA is not 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 KEMBA's agent. In any event, KEMBA will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if KEMBA has knowledge of the possibility of them. KEMBA is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond KEMBA's reasonable control.

If we do not provide a bill payment instruction on time, if we cause an incorrect amount to be removed from an account or if we cause funds from an account to be transferred to any account other than the account or payee's account specified in the appropriate bill payment instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper account or intended payee's account.

#### LIMITATIONS OF KEMBA'S LIABILITY, EXCLUSIONS, OR WARRANTIES

UNLESS OTHERWISE REQUIRED BY LAW, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY THE SERVICE. NOR SHALL OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNEES BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS RESULTING FROM BUSINESS DISRUPTION, LOSS OF DATA, LOSS PROFITS, LOST GOODWILL, OR DAMAGE TO SYSTEMS OR DATA, WHETHER IN AN ACTION FOR CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF KEMBA OR ANY OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY YOU AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF US RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU FOR THE SERVICE RESULTING IN SUCH LIABILITY IN THE TWO MONTH PERIOD PRECEDING THE DATE THE CLAIM WAS ACCRUED.

KEMBA DOES NOT WARRANT THE ACCURACY OF THE CONTENT OR OTHER INFORMATION CONTAINED ON THE WEB SITE. KEMBA DOES NOT WARRANT THAT THE WEB SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE ERROR-FREE, OR THAT ALL DEFECTS WILL BE CORRECTED. FURTHERMORE, KEMBA WILL NOT BE RESPONSIBLE FOR ERRORS, OMISSIONS, INTERRUPTIONS, DELETIONS, DEFECTS, COMMUNICATION LINE FAILURES, DELAYS IN THE OPERATION OR TRANSMISSION OF THE WEB SITE, OR FOR COMPUTER VIRUSES ASSOCIATED WITH THE OPERATION OF THE WEB SITE.

## **WARRANTY AMENDMENTS**

These Terms and Conditions are the legal binding agreement between KEMBA and you with respect to the Service, KEMBA may amend, modify, or update these terms and conditions at any time. You will be agreeing to the current provision of these Terms and Conditions each time you make a payment using the Service. These Terms and Conditions may have been altered or amended from the last time you used the Service so be sure to read it each time before you make a payment to be certain you still agree with its provisions. Your use of the Service after any changes to these Terms and Conditions will constitute your agreement to such change(s).

## **APPLICABLE LAW**

Except to the extent that federal law is controlling, your rights, our rights, and the terms of this Agreement will be governed in all respects by Illinois State law.

## **SECTION IV – ERRORS/CORRECTIONS/CLAIMS**

### **UNAUTHORIZED USE OR UNAUTHORIZED MOBILE BANKING TRANSACTIONS**

Notify us AT ONCE if you believe your password has been lost or stolen or if you believe someone has scheduled payments or may schedule payments to use your account without your permission. Contacting us at 309-693-6000 or 800-927-6003 is the best way to protect you from possible losses. If you do not tell us, and we can prove we could have stopped someone from using your access code without your permission if you had told us, you could lose as much as \$500. However, if you tell us within two (2) Business Days, you can lose no more than \$50.

### **ERROR REPORTING PROCESS**

In case of errors or questions about KEMBA OnLine Bill Pay, funds transfers, or incorrect statements, write to us at [info@kembapeoria.com](mailto:info@kembapeoria.com) or send us an e-mail through the secure messaging within OnLine Bill Pay, or forward by mail to KEMBA Peoria Credit Union, 2318 W Willow Knolls Rd, Peoria IL 61614. You may telephone us at 309-693-6000 or 800-927-6003. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared. The Credit Union may not immediately receive e-mail or secure messaging communications that you send and we will not take action based on email requests until we actually receive your message and have a reasonable opportunity to act.

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1. Tell us your name, and the account number of the Account to which the error relates.
2. Describe the error or the transfer that you are unsure about, and explain as clearly as you can why you believe it is in error and why you need more information.
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### **FEES**

Bill Pay is FREE for the first three (3) months. After your initial three months, the fee is \$3.95 per month for unlimited use. The monthly bill pay fee will be debited from your Share Draft/Share Draft/Checking on approximately the 1<sup>st</sup> business day of each month. There is a fee for copies requested and received for any bill payment that was paid via paper check. The fee for a copy of a paid bill payment is \$5.00. KEMBA reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred. KEMBA has the right to change fees at any time. Any financial fees associated with your standard deposit accounts 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.

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Payments are made either by paper check or electronically by ACH credit. The method employed on any single payment depends on whether the Bill Payment processor has established an electronic payment relationship with the payee and they are found on the electronic payee database. You may schedule a single payment or recurring payments to payees that you designate subject to the limitations described below. 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 under this Agreement.

## **PAYMENT AUTHORIZATION**

By providing KEMBA with the account information from your Share Draft/Share Draft/Checking, you authorize us to follow the payment instructions we receive from you through the Service. 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 you use this Service to send us a payment instruction, you authorize KEMBA to charge your Share Draft/Checking and to send those funds for payment as close as reasonably possible from the date indicated by you in the payment instruction. If your payment is received after the due date of the bill, regardless of any cause except for our failure to reasonably process your explicit payment instruction actually received by us, then you will remain responsible for any late charges and interest assessed. This would be true even if you are unable to access the system due to problems with the Internet, or our servers being temporarily unavailable. If you use the Service to send us your payment instructions after 1 P.M. (Central Standard Time) on a business day, then the Service will treat your instruction as if it was received on the following day.

## **LIMITATIONS**

You may not schedule a single bill payment for greater than \$25,100. Any payee you wish to pay through Bill Pay must be payable in U.S. dollars. Some government or legal agencies will not accept checks issued by third parties. KEMBA is not responsible for any penalties, late fees, finance charges, etc. incurred if a payee will not accept payment from the Bill Pay service. KEMBA reserves the right to refuse the designation of a Payee for any reason. Furthermore, KEMBA is not responsible if a Bill Payment can not be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not in the electronic payee database.

Bill payments are processed by Electronic Fund Transfers (EFT). Please refer to the Electronic Fund Transfers Disclosure information that is available on our Web site [www.kembapeoria.com](http://www.kembapeoria.com).

## **SERVICE AND SUPPORT**

We have contracted with iPay Solutions, a third party service provider, to offer this Bill Payment service. Although we have performed a great deal of due diligence in choosing our service provider, you understand that this service is not provided directly from the Credit Union. For service and support of the Bill Payment product, please contact iPay Solutions at 866-956-0980.

## **SECTION II - THE BILL PAYING PROCESS**

### **SINGLE PAYMENTS**

A single payment will be processed on the business day (Monday through Friday, except certain holidays) that you designate as the payment's process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is currently **1:00 PM, Central Time**. A single payment submitted after the cut-off time on the designated process date will be processed on the following business day. If you designate a non-business date (Weekends and certain holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date. KEMBA reserves the right to change the cut-off time. You will receive notice if it changes.

### **RECURRING PAYMENTS**

When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (Weekends and certain holidays), it is adjusted based on the following rules:

- If the recurring payment's **"PAY BEFORE"** option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment's **"PAY AFTER"** option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

### **PLEASE NOTE:**

If your frequency settings for the recurring payment specify the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date. Weekly recurring payments may not be scheduled on Saturdays.

### **PAYEES RECEIVING BILL PAYMENTS**

The service will calculate the Estimated Arrival Date of your payment. Since this is an estimate, please allow ample time for your payments to reach your Payee.

### **FUNDS DEBITED FROM SHARE DRAFT/SHARE DRAFT/CHECKING**

The Bill Payment processor generates an ACH debit (in the amount of the electronic bill payment) to your Share Draft/Share Draft/Checking. Your Share Draft/Share Draft/Checking will be debited within two (2) banking days.

### **NON SUFFICIENT FUNDS (NSF)**

You agree to have funds on deposit in the Share Draft/Checking in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to us. If a NSF condition exists, your check will not be paid. Your bill payment account will be blocked until the NSF condition is resolved. Any future dated recurring payments scheduled for release during the time the account is blocked will not be sent. The fee for payments returned NSF is the current charge as stated in our Fee Schedule. You agree to pay for such payment obligations on demand. You further agree that KEMBA, at its option, may charge any of your accounts to cover such payment obligations. If you have Courtesy Pay Privilege on your KEMBA Share Draft/Share Draft/Checking, you may not exceed your credit limit.

## **SPECIALTY AND RUSH CHECKS**

In addition to paying bills, you may send gift checks and make donations. When you initiate a specialty check or a rush payment, you also agree to accept the fee associated with the service. The amount of the fee will be disclosed to you at the time of issue. Fees are taken out on the process date and the check amount is debited when the check clears.

## **PROHIBITED PAYEES**

- We will not process payments on your behalf to Post Office Boxes and payees meeting any of the following criteria:
- Designated by the Office of Foreign Asset Control as being a prohibited payee
- Having an address outside of the United States (except for APO)
- Court-ordered payments such as alimony, child support, speeding tickets, etc.
- Tax entities
- Collection Agencies

If a payment to a prohibited payee is inadvertently processed, the payment guarantee does not apply to that payment, and we reserve the right not to process a payment to that payee in the future.

## **CANCELLING OR CHANGING BILL PAYMENTS**

You may cancel or change an outstanding electronic bill payment at any time before the payment cut-off time. Changes are immediate for scheduled and future payments. You may cancel a "Recurring" transaction with a written request received no later than three (3) business days before the process date by contacting Member Services at the address listed in this Agreement. Your request must detail whether the cancellation applies to only one of the recurring transactions, or all transactions in the recurring stream. We may cancel a bill payment if we have reasonable belief that the payment is fraudulent. If we cancel a payment, we will attempt to contact you to inform you of this action.

## **PLACING A STOP PAYMENT ON BILL PAYMENTS**

For stop payment requests on checks initiated after the cut-off time, you must contact KEMBA at (309) 693-6000 or (800) 927-6003. Stop payment requests placed by e-mail or recorded message may not reach us in time to place the stop payment. Payments remitted electronically cannot be stopped. The fee for a stop payment is the current charge for such service as stated in our Fee Schedule.

## **ERRORS IN BILL PAYMENTS**

If you select an electronic payee with an address that is different from that indicated on your payment coupon, you are responsible for any late charges incurred. You always have the option to manually set up a payee with the (correct) address found on your payment coupon or bill.

## **PERSON TO PERSON PAYMENTS**

Person to person is another option which allows you to send an individual money OnLine in a fast and safe manner. This is a onetime payment feature and cannot be used for setting up recurring payments.

## **TRANSFERS TO FINANCIAL INSTITUTIONS**

You may transfer funds from your Share Draft/Share Draft/Checking to other financial institutions. You will need the routing number and the account number for the receiving institution for the transfer to process correctly.

## **MOBILE BILL PAY**

You will be able to use a mobile device such as a cell phone, PDA, or any other wireless device to direct payments to payees that you wish to pay, subject to the KEMBA OnLine Bill Payment Agreement. Payees must be set up using your KOL Account before you are able to make a payment using the Mobile Bill Payment Service. You may not schedule a mobile bill payment for greater than \$1,500.00.

## **eBILL**

This function allows you to receive payment information from your statement from eligible payees (credit card companies, etc). You will need your login credentials for the payee's website. OnLine Bill Pay is unable to update or change your personal information with the eBill payee.

## **INTERNET E-MAIL NOTIFICATIONS**

It is important to keep a current Internet e-mail address on file with us, as we use this to communicate important security events about your account such as:

- Password Changes
- User ID Changes
- Adding New Payees
- Internet E-mail Address Changes

## **DISPUTES**

In the event of a dispute regarding KEMBA OnLine Bill Pay, you and the Credit Union agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement 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 what an employee of the Credit Union says and the terms of this Agreement, the terms of this Agreement will prevail. You agree to pay the Credit Union's reasonable attorneys fees and costs for any actions we take to enforce this Agreement.



## TERMINATION OF SERVICE

We may terminate your participation in KEMBA OnLine Bill Pay for any reason, at any time. We will attempt to notify you in advance, but we are not obliged to do so. If you want to terminate a joint user's authority, you must notify us in writing. You should print and retain this document for safekeeping and reference.

You may not terminate your participation in KEMBA OnLine Bill Pay if you have outstanding bill payments scheduled. If you have no outstanding bill payments, you may terminate your service participation by contacting us by fax at 309-693-7312, by e-mail at [info@kembapeoria.com](mailto:info@kembapeoria.com), or by sending written notice to KEMBA Peoria Credit Union, 2318 W Willow Knolls Dr., Peoria IL 61614.

## SECTION III – WARRANTIES AND RESPONSIBILITIES

### MEMBER RESPONSIBILITIES AND WARRANTIES

#### SECURITY

You warrant and represent that the information you are providing us with is true, correct and complete. You agree not to impersonate any person or use a name that you are not authorized to use. You agree to promptly update your account records if your e-mail address or other information changes. You warrant that you will not use KEMBA OnLine Bill Pay for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of the Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair KEMBA OnLine Bill Pay or interfere with any other party's use and enjoyment of KEMBA OnLine Bill Pay.

You authorize KEMBA to post payment transactions generated by KEMBA OnLine Banking from the Bill Pay Service to the account indicated on the form being sent electronically. You understand that you are solely responsible for controlling the safekeeping of and access to your passwords and that you are liable for all transactions made or that you authorize another person to make even if that person exceeds his or her authority. You will be responsible for any Bill Payment request that contains an error or is a duplicate of another Bill Payment.

#### JOINT ACCOUNTS

**The joint user must be listed as secondary user when you register for KEMBA OnLine Bill Pay.** You confirm that your joint account holder listed has consented for you to use that account with KEMBA OnLine Bill Pay. We will end your use of KEMBA OnLine Bill Pay if any joint account holder notifies us that (a) they never consented to you the use of KEMBA OnLine Bill Pay, (b) the joint account can no longer be operated on your instructions alone, (c) they are withdrawing consent for you to operate the joint account, or (d) KEMBA has no record of a joint account.

#### KEMBA PEORIA CREDIT UNION RESPONSIBILITIES AND WARRANTIES

KEMBA is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment or if you enter an incorrect Share Draft/Checking number. We are not liable for any failure to make a Bill Payment if you fail to promptly notify KEMBA after you learn that you have not received credit from a Payee for a Bill Payment. KEMBA is not 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 KEMBA's agent. In any event, KEMBA will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if KEMBA has knowledge of the possibility of them. KEMBA is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond KEMBA's reasonable control.

If we do not provide a bill payment instruction on time, if we cause an incorrect amount to be removed from an account or if we cause funds from an account to be transferred to any account other than the account or payee's account specified in the appropriate bill payment instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper account or intended payee's account.

#### LIMITATIONS OF KEMBA'S LIABILITY, EXCLUSIONS, OR WARRANTIES

UNLESS OTHERWISE REQUIRED BY LAW, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY THE SERVICE. NOR SHALL OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNEES BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS RESULTING FROM BUSINESS DISRUPTION, LOSS OF DATA, LOSS PROFITS, LOST GOODWILL, OR DAMAGE TO SYSTEMS OR DATA, WHETHER IN AN ACTION FOR CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF KEMBA OR ANY OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY YOU AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF US RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU FOR THE SERVICE RESULTING IN SUCH LIABILITY IN THE TWO MONTH PERIOD PRECEDING THE DATE THE CLAIM WAS ACCRUED.

KEMBA DOES NOT WARRANT THE ACCURACY OF THE CONTENT OR OTHER INFORMATION CONTAINED ON THE WEB SITE. KEMBA DOES NOT WARRANT THAT THE WEB SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE ERROR-FREE, OR THAT ALL DEFECTS WILL BE CORRECTED. FURTHERMORE, KEMBA WILL NOT BE RESPONSIBLE FOR ERRORS, OMISSIONS, INTERRUPTIONS, DELETIONS, DEFECTS, COMMUNICATION LINE FAILURES, DELAYS IN THE OPERATION OR TRANSMISSION OF THE WEB SITE, OR FOR COMPUTER VIRUSES ASSOCIATED WITH THE OPERATION OF THE WEB SITE.

## **WARRANTY AMENDMENTS**

These Terms and Conditions are the legal binding agreement between KEMBA and you with respect to the Service, KEMBA may amend, modify, or update these terms and conditions at any time. You will be agreeing to the current provision of these Terms and Conditions each time you make a payment using the Service. These Terms and Conditions may have been altered or amended from the last time you used the Service so be sure to read it each time before you make a payment to be certain you still agree with its provisions. Your use of the Service after any changes to these Terms and Conditions will constitute your agreement to such change(s).

## **APPLICABLE LAW**

Except to the extent that federal law is controlling, your rights, our rights, and the terms of this Agreement will be governed in all respects by Illinois State law.

## **SECTION IV – ERRORS/CORRECTIONS/CLAIMS**

### **UNAUTHORIZED USE OR UNAUTHORIZED MOBILE BANKING TRANSACTIONS**

Notify us AT ONCE if you believe your password has been lost or stolen or if you believe someone has scheduled payments or may schedule payments to use your account without your permission. Contacting us at 309-693-6000 or 800-927-6003 is the best way to protect you from possible losses. If you do not tell us, and we can prove we could have stopped someone from using your access code without your permission if you had told us, you could lose as much as \$500. However, if you tell us within two (2) Business Days, you can lose no more than \$50.

### **ERROR REPORTING PROCESS**

In case of errors or questions about KEMBA OnLine Bill Pay, funds transfers, or incorrect statements, write to us at [info@kembapeoria.com](mailto:info@kembapeoria.com) or send us an e-mail through the secure messaging within OnLine Bill Pay, or forward by mail to KEMBA Peoria Credit Union, 2318 W Willow Knolls Rd, Peoria IL 61614. You may telephone us at 309-693-6000 or 800-927-6003. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared. The Credit Union may not immediately receive e-mail or secure messaging communications that you send and we will not take action based on email requests until we actually receive your message and have a reasonable opportunity to act.

In your communication about the potential error or question:

1. Tell us your name, and the account number of the Account to which the error relates.
2. Describe the error or the transfer that you are unsure about, and explain as clearly as you can why you believe it is in error and why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we will require that you send us your complaint or question in writing within ten (10) Business Days. Results of the investigation will be communicated within ten (10) Business Days (20 Business Days for new member accounts) after we hear from you and will correct any error promptly by crediting your account within one (1) Business Day. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we take the additional forty-five (45) days, we will adjust the applicable accounts within ten (10) Business Days (20 Business Days for new accounts) for the amount you believe is in error, so that you or your intended recipient will have use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within ten (10) Business Days, we may not re-credit your account. If we decide there is no error, we will send you a written explanation within three (3) Business Days after completing our investigation and debit your account. You may ask for copies of the documents that we used in our investigation.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of other financial institutions. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution or the intended recipient of funds. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

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My use of KEMBA OnLine Bill Pay signifies that I agree to accept all terms and conditions of this Agreement.