

## **Bill Payer**

Please **PRINT** out the following (5) pages and complete the form in blue or black ink. Be careful to select both a Subscriber ID and a Temporary PIN. Also make sure that all signers on the account sign the form. Send the form to the Credit Union at:

### **Florida Baptist Credit Union**

1320 Hendricks Avenue

Jacksonville, Fl 32207

904-396-4208

904-398-5259 (Fax)

800-749-3228 (Toll-Free)

## **BILL PAYER AGREEMENT**

This is your Bill Payer agreement with Florida Baptist Credit Union (Credit Union). You may use Florida Baptist Credit Union's bill paying service, Bill Payer, to direct Florida Baptist Credit Union to make payments from your designated checking account to the merchants you choose in accordance with this agreement. The terms and conditions of this Agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account.

"You" or "your" means each person who signs the Bill Payer enrollment form or is otherwise authorized to use the service. All authorized users of the Credit Union account that is designated as the account to be debited for purposes of Bill Payer must sign the Bill Payer Enrollment Form. "Merchant" means anyone, including the Florida Baptist Credit Union, you designate and the Credit Union accepts as a payee.

## **HOW TO SET UP MERCHANTS/PAYMENTS**

Complete a Bill Payer enrollment form and submit to the credit union. When you receive your Subscriber ID and PIN, YOU MAY ADD MERCHANTS TO YOUR LIST OF AUTHORIZED PAYEES BY SUBMITTING YOUR REQUEST IN WRITING, USE "ADD MERCHANT" BUTTON ON THE INTERNET OR SPEAK TO A SERVICE REPRESENTATIVE. Most other additions, deletions, or changes can be made in writing or by using the Service. The Credit Union reserves the right to refuse the designation of a Merchant for any reason. Each Merchant accepted by the Credit Union will be assigned a merchant code. Use this code to identify the merchant you wish to pay.

The Credit Union is not responsible if a Bill Payment can not be made due to incomplete, incorrect, or outdated information provided by you regarding a Merchant or if you attempt to pay a Merchant that is not on your Authorized Payee list.

## **ACCESSING THE SERVICE**

When you complete your bill paying enrollment form, you will be given an opportunity to request a Subscriber I.D. and Personal Identification Number (PIN). The Credit Union will make every effort to accommodate your request. Each time you access the Service, you will be asked to enter your Subscriber ID and PIN. Correct responses will give you access to the Service.

## **THE BILL PAYING PROCESS**

The Credit Union will process variable payments on the business day (generally Monday through Friday, except holidays) you designate the bill is to be processed, provided the payment request is received prior to the cut-off time set by the Credit Union, which is currently 4:00 p.m. EST. Variable bill requests received after the business day cut off time, or at any time on a non-business day will be processed on the next business day. The Credit Union reserves its right to change the cut-off time by giving you notice if it changes.

FOR RECURRING PAYMENT REQUESTS, IF YOU DESIGNATE A PROCESSING DATE OF THE 28TH THROUGH THE 31ST OF A MONTH, PROCESSING WILL BE INITIATED ON THE LAST CALENDAR DAY OF THE MONTH. Otherwise, recurring payment requests will be processed on the dates you have designated, unless such date falls on a non-business day resulting in your payment being processed on the next business day.

**YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS FOR EACH BILL PAYMENT (RECURRING OR VARIABLE ) TO REACH THE MERCHANT. (IT IS THE RESPONSIBILITY OF THE SUBSCRIBER (YOU THE MEMBER) TO SCHEDULE/ACTIVATE RECURRING PAYMENTS)**

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all Bill Payments requested, as well as, any other payment obligations you have to the Credit Union. The Credit Union reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the account and the Credit Union has not exercised its right to reverse or reject a Bill Payment, you agree to pay for such payment obligations on demand. You further agree the Credit Union, at its option, may charge any of your accounts with the Credit Union to cover such payment obligations.

Any Bill Payment can be changed or canceled, provided you access the Service prior to the Cut-off time on the business day prior to the business day the Bill Payment is going to be initiated.

**LIABILITY**

You are solely responsible for controlling the safekeeping of, and access to, your Subscriber ID and PIN. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify the Credit Union and arrange to change your Subscriber ID and PIN. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. The Credit Union is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. The Credit Union is not liable for any failure to make a Bill Payment if you fail to promptly notify the Credit Union after you learn that you have not received credit from a Merchant for a Bill Payment. The Credit Union 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 the Credit Union's agent. In any event, the Credit Union 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 the Credit Union has knowledge of the possibility of them. The Credit Union 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 the Credit Union's reasonable control. You agree the Credit Union accepts no responsibility for equipment failure or damage, computer viruses, or software damage which may occur as a result of your use of Bill Payer. Even though the Credit Union believes Bill Payer will prove to be reliable, the system may not operate properly at all times. The Credit Union, therefore, does not promise bill Payer will always be available for your use. You will not attempt to make a transfer when the system tells you or other circumstances give you reason to believe the system is closed or is not operating properly due to a technical malfunction or is otherwise unable to initiate the transaction you desire. You agree the Credit Union assumes no liability due to your inability to access Bill Payer for any reason, including but not limited to, communication problems or interruption or equipment failure. This Agreement and all transactions under this Agreement will be governed by federal and Florida law.

## AMENDMENT AND TERMINATION

The Credit Union has the right to change this Agreement at any time by notice mailed to you at the last address shown for the account on the Credit Union's records, by posting notice in branches of the Credit Union, or as otherwise permitted by law.

The Credit Union has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to the Credit Union. The Credit Union is not responsible for any fixed payment made before the Credit Union has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the Credit Union on your behalf.

## FEES

The fee for the Bill Paying Service is \$4.95 per month, for an unlimited number of monthly payments.

### Additional Charges for Customer Services

These charges will only be assessed if you request one or more of the services listed here. There will be NO Charge for any item if needed to correct a Credit Union error.

Written Correspondence to Merchant.....	\$10.00
Per proof of Payment not necessitated by a dispute .....	\$10.00
Per payment canceled after cut-off time and prior to disbursement .....	\$7.50
Payments returned due to customer error.....	\$5.00

The Credit Union 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.

## SPECIAL DISCLOSURES REGARDING TELEPHONE BILL PAYING

Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement received when you opened your account, which discloses important information concerning your rights and obligations.

