

# BUSINESS BILL PAY TERMS AND CONDITIONS AND ACH ORIGATION AGREEMENT



This agreement ("Agreement") contains the terms and conditions pertaining to the electronic bill payment service offered by Boeing Employees' Credit Union ("BECU"). By using BECU's Web bill payment service ("Business Bill Pay"), or authorizing others to use it on your behalf, you agree to these terms and any changes to it that are made from time to time. The terms and conditions in this Agreement are in addition to and modify the terms and conditions of the BECU Business Account Agreement booklet and Business Account Disclosures ("Account Agreement" and Account Disclosures), which were provided to you upon your application for membership and which you agree governs your rights and obligations when using your accounts. To the extent there is a conflict between this Agreement and the Account Agreement and Account Disclosures, the terms and conditions in this Agreement shall govern. All other features, terms and conditions of the Account Agreement and Account Disclosure not modified by this Agreement will continue to govern your account. You should carefully read all of the information and retain it for your records.

**1. Services Covered by this Agreement.** Business Bill Pay will be established for all BECU checking accounts under the business member's tax identification number. Bill payment orders are initiated over the Internet from the designated member account at BECU. It's your responsibility to use the drop down list to select the appropriate account from which to make payment ("Payment Account"). You are responsible for assigning the level of authority Authorized Users have within Business Bill Pay to access your account. You are liable for any and all payments Authorized Users schedule, make, or modify in Business Bill Pay. You are liable for any payments Authorized Users remove, cancel, or suspend from Business Bill Pay. You are liable for any and all approval chains established, modified, suspended, canceled, or removed by Authorized Users. Payments in Business Bill Pay can be: (i) variable (when the amount or due date differs), (ii) recurring (when the amount, date, and frequency stay the same), or (iii) a combination of both, depending on the payment is set up.

## **2. Definition of Terms.**

- a. "Service" means the Business Bill Pay service offered by us and/or our third party service provider.
- b. "You", "you" and "your" mean each BECU business accountholder and any and all Authorized User. "Accountholder" includes persons defined as a "depositor" under Washington's Financial Institutions Individual Account Deposit Act (which covers both share and deposit accounts).
- c. "Authorized User" means each person who is authorized by you to use or access the Service in any capacity whatsoever.
- d. "We" "us," "our," refer to BECU.
- e. "Agreement" means these terms and conditions of the bill payment service.
- f. "ACH" means Automated Clearing House.
- g. "Entries" means the payment instructions for electronic payments made through the ACH Network.
- h. "Receiver" means the recipient of electronic payments made through the ACH Network.
- i. "ACH Network" means the payment channel used for electronic payments made by way of ACH.
- j. "NACHA" means National Automated Clearing House Association.
- k. "NACHA Rules" means the rules that govern the use of, and the electronic payments through, ACH Network.
- l. "Originator" means anyone who originates a payment through the ACH channel.
- m. "ODFI" means the Originating Depository Financial Institution that enters the Originator's payment instruction into the ACH network.
- n. "RDFI" means Receiving Depository Financial Institution that receives the ACH Entry.
- o. "Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- p. "Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).
- q. "Payment Account" is the checking account from which bill payments will be debited.
- r. "Billing Account" is the checking account from which all Service fees will be automatically debited.
- s. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays.
- t. "Scheduled Payment Date" is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
- u. "Due Date" is the date reflected on your Payee statement for which the payment is due; it is not the late date or grace period.
- v. "Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.
- w. "Online Banking" is the means used to effectuate the Bill Payment Service.

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3. **Payment Scheduling.** The earliest possible Scheduled Payment Date for each Payee (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Payee. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.
4. **The Service Guarantee.** Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.
5. **Payment Authorization and Payment Remittance.** You represent and warrant that you are acting with full authority for the applying entity, and that you are duly authorized to execute this Agreement on behalf of the applying entity. By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service. Please note that if any person authorized to use the Service does so concurrently with another person authorized to use the Service, the most recent user may be the person identified with the transaction.

The Service will use its best efforts to make all your payments properly. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following exceptions:

- a. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- b. The payment processing center is not working properly, and you know or have been advised by the Service about the malfunction before you execute the transaction;
- c. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
- d. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

When you initiate electronic payments from your account through the ACH Network you act as the Originator and we act as the ODFI. As Originator, you authorize us as the ODFI to originate the Entries on your behalf to the Receivers' accounts. By submitting Entries and by using the ACH Network you demonstrate your agreement to be bound by NACHA Rules as now in effect or as may be amended from time to time. You acknowledge that you have a copy of the NACHA Rules or that you have access to a copy of the NACHA Rules. As the Originator it is your responsibility to ensure that Entries and originations of ACH transactions comply with U.S. Law including but not limited to sanctions enforced by the Office of Foreign Assets Control ("OFAC").

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You represent and warrant to us that:

- a. Each person shown as the receiver on the an entry received by us from you has authorized the initiation of such entry and the crediting of its account in the amount and on the date on such entry,
  - b. Such authorization is operative at the time of transmittal of entries by us,
  - c. Entries you transmit to us are limited to credit entries to accounts held by consumer receivers only and are subject to limits we establish and change from time to time without prior notice to you, and
  - d. You have received notice of the rule regarding provisional payment and the fact that if a settlement is not received, the RDFI is entitled to a refund from the intended ACH recipient and you shall not be deemed to have paid the intended ACH recipient the amount of the Entry.
- 6. Payment Methods.** The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment. (Funds remitted to the Payee are deducted from your Payment Account when the laser draft is presented to your financial institution for payment.)
- 7. Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted at which time the corresponding stop payment fees will apply, as stated below.
- 8. Stop Payment Requests.** The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact us by telephone or in person.
- a. Telephone us at 800-704-8080 during business hours;
  - b. Contact us by using the application's e-messaging feature;
  - c. Visit one of our locations; and/or,
  - d. Write us at:  
  
BECU, Operational Support  
Box 97050, Seattle, WA 98124-9750
- Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.
- 9. Periodic Statements.** All payments made using the Service will appear on your periodic statement.
- 10. Prohibited Payments.** Payments to Payees outside of the United States or its territories are prohibited through the Service.
- 11. Exception Payments.** Tax payments and court ordered payments may be scheduled through the Service; however, such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted, or misdirected payments will be the sole responsibility of you and not of the Service.
- 12. Bill Delivery and Presentment.** This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:
- a. **Information provided to the Payee.** The Service is unable to update or change your personal or business information such as, but not limited to, name, address, phone numbers and email addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Payee, provide to the Payee your email address, service address, or other data specifically requested by the Payee at

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the time of activating the electronic bill for that Payee, for purposes of the Payee informing you about Service and/or bill information.

- b. **Activation.** Upon activation of the electronic bill feature the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.
- c. **Authorization to obtain bill data.** Your activation of the electronic bill feature for a Payee shall be deemed by us to be your authorization for us to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide us with your username and password for that Payee. By providing us with such information, you authorize us to use the information to obtain your bill data.
- d. **Notification.** The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.
- e. **Cancellation of electronic bill notification.** The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- f. **Non-Delivery of electronic bill(s).** You agree to hold the Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.
- g. **Accuracy and dispute of electronic bill.** The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

- 13. **Exclusions of Warranties.** THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 14. **Password and Security.** You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. You understand that by disclosing your Online Banking password to anyone, regardless of whether that person is a signer, you are providing that person authorization to perform transactions on your account(s) through the Service until you revoke such authority by changing the password or by notifying BECU and obtaining a replacement password. If you fail to maintain security of your password and BECU suffers a loss, we reserve the right to terminate the Service as well as other BECU deposit and loan services provided via Business Online Banking. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service immediately by calling 206-439-5700 during business hours.
- 15. **Your Liability for Unauthorized Transfers.** You agree to notify BECU immediately if you believe your password has become compromised or an unauthorized transaction has occurred involving your account. Contacting us by telephone at the above number is the best way of keeping your possible losses to a minimum. If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize,

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you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

**16. Reporting Unauthorized Transactions; Errors, and Questions.** In case of loss of your password, unauthorized transactions, errors or questions about your transactions, you should as soon as possible notify us via one of the following:

- a. Telephone us at 800-704-8080 during business hours;
- b. Contact us by using the application's e-messaging feature; and/or,
- c. Write us at:

BECU, Operational Support  
Box 97050, Seattle, WA 98124-9750

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

- a. Tell us your name and Service account number;
- b. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
- c. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

**17. Disclosure of Account Information to Third Parties.** It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

- a. Where it is necessary for completing transactions;
- b. Where it is necessary for activating additional services;
- c. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
- d. To a consumer reporting agency for research purposes only;
- e. In order to comply with a governmental agency or court orders; or,
- f. If you give us your written permission.

**18. Service Fees and Additional Charges.** Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. 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.

**19. Failed or Returned Transactions.** In using the Service, you are requesting the Service to make payments for you either directly from your Payment Account, or on your behalf, in which case we will collect the amount of the payment directly from you. If there are insufficient available funds in your Payment Account to pay the transaction, or if we are unable to complete the transaction for any reason associated with your Payment Account, the transaction may not be completed or we may collect the payment from your Payment Account, which will cause your account to be overdrawn. In some instances, you will receive a return notice from the Service. In each such case, you agree that:

- a. You will reimburse us immediately upon demand the transaction amount that has been returned to the Service;

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- b. You may be assessed an insufficient funds fee by us as a result of the return to the Service;
- c. You may be assessed a fee for a returned or failed transaction by the Payee;
- d. We are authorized to report the facts concerning the return or the collection to any credit reporting agency.

**20. Alterations and Amendments.** This Agreement, applicable fees, and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means. However, any practices or course of dealings between us and you or any procedures or operational alternation shall not constitute a modification of this agreement or NACHA Rules.

We may from time to time request information from you in order to evaluate the continuation of the Service and/or an adjustment of any limits within the Service. You will immediately provide any requested information to us, in the form required us. You authorize us to investigate or reinvestigate at any time any information provided to us in connection with this Agreement or the Service.

If you fail to provide the requested information, or if BECU has reason to believe or in our sole discretion conclude that your use of the Service poses a risk to us or anyone else, if you violate the terms of this Agreement or the NACHA Rules, we may terminate the service and this Agreement at any time whatsoever without prior notice to you. If we cancel this Agreement and the Service, you understand that any scheduled payments that have not yet been processed will not be made and we shall not provide notice to you or to any intended Receiver of the canceled payments.

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

**22. Service Termination, Cancellation, or Suspension.** In the event you wish to cancel the Service, you may have the ability to do so through the application, or you may contact us via one of the following:

- a. Telephone us at 800-704-8080 during business hours; and/or
- b. Write us at:

BECU, Operational Support  
P.O. Box 97050, Seattle, WA 98124-9750

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. The Service reserves the right to terminate or suspend service to you if your account is not used for ninety (90) days or more. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

**23. Payee Limitation.** The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

**24. Returned Payments.** Your enrollment in the Service may not be fulfilled if the Service or BECU cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification). In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct

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the returned payment and return it to your Payee, or void the payment and credit your Payment Account. You may receive notification from the Service.

- 25. Information Authorization.** Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. In addition, the Service reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).
- 26. Disputes.** In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what an employee of ours or our third party service provider says and the terms of this Agreement, the terms of this Agreement will prevail.
- 27. Assignment.** You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.
- 28. No Waiver.** The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
- 29. Captions.** The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
- 30. Governing Law.** To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

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