

**No envelopes. No stamps. No problem.**

## **E-Pay**

### **Tap into the convenience of on-line E-Pay**

Imagine being able to pay your bills any time you want – conveniently, safely, and efficiently without the hassles of writing checks and addressing envelopes. Let us introduce you to E-Pay – the convenient and secure way to manage your monthly finances, 24 hours a day, 7 days a week.\*

\* *You must have a checking account at Texas Federal Credit Union to sign up for this service.*

### **E-Pay Frequently Asked Questions**

#### **Q. When can I start using E-Pay?**

**A.** After enrolling for E-Pay you will first receive an “Approval” e-mail. Once your account has been enabled, you will receive a “Welcome” e-mail indicating that you may begin using E-Pay.

#### **Q. When is E-Pay available?**

**A.** You may schedule payments 24 hours a day, seven days a week.

#### **Q. How are E-Pay transactions reflected on my checking account?**

**A.** All E-Pay transactions are reflected as an ACH debit on the account statement.

#### **Q. Can I use E-Pay from outside the U.S.?**

**A.** You may pay bills from outside the U.S. if you are using a compatible browser. Payments may only be debited from U.S. bank accounts and may only be made to payees inside the U.S.

#### **Q. What do payees actually receive?**

**A.** Electronic payees receive payment information in an electronic format that credits their account. Non-electronic merchants or individual payees receive a laser-printed paper check sent through the U.S. Postal Service.

#### **Q. Who can be paid using the E-Pay Service?**

**A.** Anyone in the fifty United States and territories who can accept a check, with the exception of tax payments (such as federal, state and local), court-directed payments (such as alimony and child support) and any other government related payments.

## **E-Pay**

As an added convenience of *i-N.E.T.*, you can pay your bills with **E-Pay**. No more writing checks, licking stamps or addressing envelopes. With **E-Pay** you can:

- Pay all your bills on-line, all in one convenient location.
- Pay-anyone: from your power company to your doctor to your neighborhood lawn service, you can pay virtually everyone you pay now - anytime, anywhere - all with the click of a mouse.
- Schedule single or recurring payments up to a year in advance.
- Review pending payments and have access to your full payment history.
- Easy payment scheduling - select the payee, amount and payment date, then click to pay!
- Edit Payments anytime by 11:00 pm before the processing date.

### **Getting Started**

There are four easy steps to using on-line E-Pay! Once you are logged onto **i-N.E.T.** click on the **E-Pay** link.

1. Fill out the application found by clicking on the Sign up for E-Pay link. The information displayed on the form is determined by a number of variables and may include the following:

- **Primary Account Holder** - This section is used to gather your name, address and contact information.

- **Account Information** - This section is used to indicate which share draft account(s) you would like to use as your debit account(s) for the E-Pay service. In addition, you can specify a security word (such as your mother's maiden name).
- **Secondary Account Holder** - This section is used to gather the name, address and contact information for a secondary account holder, if applicable.
- **Disclosure (terms and conditions)** - If this information is presented on or with the enrollment form, clicking the accept boxes allows you to confirm your consent to receive your disclosures electronically and view and accept the terms of the disclosure. We recommend that you print and retain your disclosures for future reference.

2. When the application information is complete, click **Continue** to review the information entered. Click **Continue** to confirm the information. Your information will be entered into the E-Pay provider's system. Within approximately 2 business days you will receive an email confirmation.

3. Once you receive confirmation you can go on-line and set up merchants or payees with their address and account information.

4. Schedule payments by specifying the payee, amount and date of your payment.

**Call the Credit Union or logon to [www.textfed.org](http://www.textfed.org) for more information about E-Pay.**

## **E-PAY SERVICES TERMS, CONDITIONS, AND DISCLOSURES**

### **I. TERMS AND CONDITIONS**

#### **A. General**

The Terms, Conditions, and Disclosures that appear below apply to our *i-N.E.T.* Internet Banking Account Access and E-Pay Services (the "Services"). If you apply for or use one or more of the Services, you agree that your use of the Services will be governed by these Terms, Conditions, and Disclosures, the terms of your Account Agreement, and any additional terms, conditions or disclosures that may be provided to you when your application is approved, all of which are expressly incorporated herein by reference. In these Terms, Conditions, and Disclosures, the words "we," "us," "our," and "Credit Union" refer to Texas Federal Credit Union. The words "you" and "your" refer to each person who submits the application for the E-Pay Bill Payment Services and each Account owner or other person authorized to transact business on any Texas Federal Credit Union Account which may be accessed by way of the Services.

You authorize us to utilize a third party vendor of our choice to provide the Services to you on our behalf.

#### **B. PIN Security**

You will need a User ID and a Personal Identification Number ("PIN") to access the Services. You agree to keep your User ID and PIN in confidence and in a secure location, to refrain from disclosing your PIN to any third party, and to refrain from recording or displaying your PIN in such a manner that it will be accessible by third parties. **Any person having access to your User ID and PIN will be able to access the Services and perform all transactions, including reviewing Account information and making transfers to other Accounts and to other persons.** You agree that use of the PIN by (i) you, (ii) any other applicant, (iii) any party to any of your Accounts which may be accessed by the PIN, (iv) anyone you permit or authorize to use your PIN, and (v) anyone to whom you disclose your PIN or give access to your PIN shall be deemed an authorized use for which you shall be liable. If you authorize other persons to use your PIN in any manner, your authorization will be considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization, and you are responsible for any transactions made by such persons until you notify us that transfers by that person are no longer authorized and we have a reasonable opportunity to act upon your notification.

You will be responsible for reporting the loss, theft, or compromise of your PIN to us as soon as possible. For your security, in the event that someone tries to access your Account without knowing your PIN, the Services will lock out all access to your Account after a third incorrect PIN entry. In such event, you must contact the Credit Union to have access to the Services restored.

### **C. Computer Equipment and Software**

You may access the Services by visiting our website at <http://www.textfed.org>. You will need to have a personal computer, an Internet connection, and an Internet browser that supports 128-bit encryption to access the Services. You are responsible for the set-up and maintenance of your home computer and modem as well as any and all telephone access fees or Internet service fees that may be assessed by your telephone company or Internet service provider.

NEITHER THE CREDIT UNION NOR ANY OF ITS SERVICE PROVIDERS MAKES ANY WARRANTY ON ANY EQUIPMENT, HARDWARE, SOFTWARE, OR THE SERVICES, OR WITH RESPECT TO YOUR INTERNET SERVICE PROVIDER, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

We are not responsible for any loss, damage, or injury, whether caused by your equipment, your software, or the Services, including any computer virus or other problems related to your computer equipment used with the Services. We will not be responsible for any direct, indirect, special, or consequential damages arising in any way out of the installation, use, or maintenance of your equipment, your software, or the Services, except where the law requires a different standard. You agree to be bound by and to comply with any requirements in any user's guide, instructional manual, or other instructions that we may provide to you in connection with the Services, all of which are incorporated herein by reference and are a part of this Agreement.

### **D. Access**

The Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible for a reasonable period of time each week for system maintenance. We are not liable under this Agreement for failure to provide access to the Services or for service interruptions due to a system failure or due to other unforeseen acts or circumstances.

### **E. New Services**

We may, from time to time, introduce new Services or enhance the existing Services. We will notify you when these new or enhanced Services are available. By using any new Services when they become available, you agree that they will be governed by these Terms, Conditions, and Disclosures as well as any additional terms, conditions, and disclosures we may provide to you.

### **F. Overdrafts**

You agree that your use of the Services and your User ID and PIN shall be subject to the provisions set forth in the Overdraft and Overdraft Protection section of the Account Agreement. If there are insufficient funds available in your Account or from any form of overdraft protection, we may not process a E-Pay that you have arranged for and we may charge a service charge or fee as set forth in our Account Agreement and Truth in Savings Fee Schedule. In such event, you understand and agree that you will be responsible for making alternate payment arrangements with the payee or for rescheduling the payment through the Services. Neither the Credit Union nor its service provider is under any obligation to process a E-Pay for which insufficient funds are available, and we are not required to notify you in such event. In the event we do decide to process a payment for which insufficient funds are available, however, we will charge the total cost of the transaction to you, including any service charges, as set forth in our Account Agreement and Truth in Savings Fee Schedule.

### **G. Stop Payment**

When you arrange for the Services, you acknowledge and agree that you may not stop payment of Account transfers initiated through your use of the Services, except under certain conditions you may stop payment of preauthorized E-Pays that have not been processed and unpaid E-Pays processed by paper check. See the disclosures below for more information concerning your right to stop payment of certain preauthorized E-Pay transfers.

### **H. Termination of the Services**

You agree that we may terminate this Agreement and your use of the Services, in whole or in part, at any time. You or any other party to your Account can terminate this Agreement and your access to the Services at any time by notifying us in writing. Include your name, address, social security number, bill payer ID number, signature and date in your notification. WE CANNOT CANCEL YOUR ACCESS TO THE E-PAY SERVICES UNTIL ALL PENDING PAYMENTS HAVE CLEARED. IF YOU HAVE PAYMENTS PENDING AND DO NOT WANT TO WAIT FOR THEM TO CLEAR, YOU MAY DELETE ANY PENDING PAYMENTS BY ACCESSING THE SERVICES ONLINE. WE ARE NOT LIABLE FOR E-PAYS NOT CANCELLED NOR FOR PAYMENTS MADE DUE TO YOUR OMISSIONS. Termination of this Agreement by you applies only to the E-Pay Services, does not terminate your other relationships with us, and except as set forth above, will be effective on the first business day following our receipt of your written notice. Termination of this Agreement or the Services will not affect the rights and obligations of the parties to this Agreement for transactions initiated prior to termination. Notwithstanding your termination of this Agreement or the Services, you will remain responsible for any transactions initiated by any person to whom you have furnished your PIN.

#### **I. Changes in Terms and Other Amendments**

We reserve the right to add to, change, or delete the terms of this Agreement and to change the terms and conditions governing the Services at any time, subject to any notice as may be required by applicable law. Your use of the Services following receipt of any such notice will constitute your acceptance of any such change. Your use of the Services is subject to existing laws and regulations governing your Accounts and any future changes to those laws or regulations.

#### **J. Enforcement and Governing Law**

To the extent permitted by law, you agree to be responsible for any liability, loss, or expense that we may incur as a result of any dispute involving your Accounts or the Services. You authorize us to deduct any such liability, loss, or expense from your Account without prior notice to you. If you do not pay any amount owed to us when due, you agree to pay interest on the unpaid balance at the rate of 18% per annum, or 1.5% per month (or the maximum rate allowed by applicable law, if less). In the event that your claim or debt has to be referred to a third party for collection, you agree to pay all costs and fees incurred in collection of the outstanding balances, including reasonable attorney's fees and court costs, to the extent permitted by law.

This Agreement shall be governed by and construed in accordance with all applicable federal laws, all applicable laws of the State of Texas, and by the bylaws, policies, procedures, and rules of the Credit Union as they now exist or may be amended hereafter. You agree that, if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of this Agreement will prevail to the extent that any such law, regulation, or rule may be modified by agreement between us.

#### **K. Member Services Information**

The Credit Union Member Services Department is available weekdays at (214) 748-9556 or 1-800-242-9132 from 8 a.m. to 4 p.m. (central time) weekdays, except for holidays. You may also send us an electronic message through the *i-N.E.T.* Internet Banking Services System or write to us at: Texas Federal Credit Union, Attn: *i-N.E.T.* Department, 1100 Commerce Street, Suite 745, Dallas, TX 75242.

For questions concerning E-Pay processed through the E-Pay Services, contact our service provider Metavante at (800) 823-7555, 24 hours a day 7 days a week.

## **II. ELECTRONIC FUND TRANSFERS DISCLOSURES**

The following disclosures provide important information concerning your rights and responsibilities when you make transfers to and from your Accounts using E-Pay.

### **A. Transfer Types and Limitations**

#### **1. E-Pay Service**

The Service will allow you to make prearranged bill payments to third parties. You may set up your own personal database of payees and establish one-time or recurring monthly payments. When you add payees to the E-Pay Service, you must be sure to enter your Account number and the payment address exactly as they appear on your payment stub or invoice. You may make E-Pays from your Share Draft Account only. You may not make bill payments to governmental agencies or courts or to other categories of payees we may establish from time to time. We reserve the right to refuse to pay any payee to whom you direct a payment. If we decide to refuse to pay a payee, we will notify you within three business days following the payment Processing Date except in the case of payees you are prohibited from paying as set forth in this paragraph. In this Disclosure, the "Processing Date" means the date you designate for processing of your E-Pay to begin and is when we will have the authority to deduct the funds from your Account. All payments are made in U.S. dollars.

By providing the Services with the names and account information of those persons or entities to whom you wish to direct payment, you authorize the Services to follow the payment instructions that it receives from you. When the Services receives a payment instruction from you, you authorize the Services to debit your Share Draft Account on or after the Processing Date designated by you in your payment instruction. Sufficient funds must be available in your Share Draft Account by 8 p.m. central time on the day prior to the Processing Date or your payment(s) may not be made. You are responsible for scheduling payments to arrive at your targeted merchant or account by their due date. You should schedule each Processing Date at least five business days before your payee's due date. Subject to the terms and conditions in this Agreement, you authorize us and any third party acting on our behalf to choose the most effective method to process your payment or transfer, including, without limitation, electronic, paper, or some other draft means. For each properly instructed payment to an eligible merchant or transfer to a targeted account, you will receive a transaction Confirmation Number.

We will process an E-Pay on the Processing Date if we receive your instructions by 11 p.m. central time on the day before the Processing Date. If you schedule an E-Pay for a future date, we will process the transaction after the close of business on that date, if that day is a business day. If the Processing Date you designate is not a business day, the Processing Date will be deemed to be the first business day after the date you have designated.

UNLESS YOU RECEIVE A CONFIRMATION NUMBER, WE ARE NOT LIABLE FOR ANY FAILURE TO MAKE A PAYMENT OR TRANSFER, INCLUDING ANY FINANCE CHARGES OR LATE FEES INCURRED AS A RESULT. IT IS ALSO IMPORTANT THAT YOU SCHEDULE THE PROCESSING DATE AT LEAST FIVE BUSINESS DAYS IN ADVANCE OF THE MERCHANT DUE DATE, SINCE THE TIME FOR US TO PROCESS YOUR PAYMENT VARIES ACCORDING TO THE PARTICULAR MERCHANT, YOU MUST BECOME FAMILIAR WITH THE PAYMENT PROCESSING TIME FOR EACH MERCHANT YOU DESIRE TO PAY AND ALLOW THE APPROPRIATE NUMBER OF BUSINESS DAYS BETWEEN THE PROCESSING DATE AND THE MERCHANT DUE DATE. IN THE EVENT THAT YOU DO NOT ADHERE TO THE OBLIGATIONS SET FORTH IN THESE TERMS, CONDITIONS, AND DISCLOSURES, OR YOU SCHEDULE A PAYMENT IN FEWER THAN THE NUMBER OF BUSINESS DAYS BEFORE THE DUE DATE REQUIRED FOR A PARTICULAR MERCHANT, YOU WILL BEAR FULL RESPONSIBILITY FOR ALL PENALTIES AND LATE FEES AND WE WILL NOT BE LIABLE FOR ANY SUCH CHARGES OR FEES. WE ASSUME NO LIABILITY FOR POSTAL DELAYS OR LATE POSTING OR MISAPPLICATION OF PAYMENTS ONCE THE FUNDS ARE RECEIVED BY MERCHANTS. THIS DISCLAIMER OF LIABILITY, HOWEVER, DOES NOT PRECLUDE US FROM WORKING TO RESOLVE THESE TYPES OF ISSUES WHEN THEY ARISE. IF REQUIRED, WE WILL BE RESPONSIBLE FOR PROVIDING PROVISIONAL CREDIT WHILE INVESTIGATION IS UNDERWAY.

If we are unable to process a scheduled payment request through the E-Pay Service, such as for insufficient funds in the designated account, the transaction will result in a failed payment. In the event of a repetitive failed payment, we reserve the right to suspend your subscription to the E-Pay Service. This suspension may be without prior notice to you. If your subscription is suspended, transactions which are pending may still continue to be processed unless canceled and confirmation of such cancellation is provided as specified above. Suspensions will be handled by the Texas Federal Credit Union *i-N.E.T.* Internet Banking Department and all inquiries

and correspondence relating thereto, including requests for reinstatements, should be directed to that department. In the event your subscription is suspended, we will notify you by mail at your address on file with us. With respect to any failed payment, you agree to reimburse us within fourteen days after notice is sent to you for any funds we have already paid to one or more of your designated merchants which we are unable to recover by debit to the merchant or charge to you.

## **2. Transfer Limitations**

Transfers by way of the E-Pay may be made in amounts up to the available balance in your account or \$9,999.99 whichever is greater. Otherwise, there are no transfer limitations in connection with your use of the Services.

### **B. Your Liability for Unauthorized Transfers**

Tell the Credit Union AT ONCE if you believe your PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus the maximum limit under your line of credit). If you believe your PIN has been lost or stolen, and you tell the Credit Union within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your PIN without your permission.

If you do NOT tell the Credit Union within two business days after you learn of the loss or theft of your PIN, and we can prove that we could have prevented someone from using your PIN if you had told us, your maximum liability is \$500.00.

Also, if your statement contains payments or transfers that you did not make, notify the Credit Union IMMEDIATELY. If you do not notify us within sixty days after the statement was mailed to you, you may not get back any of the money you lost if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason, (such as a hospital stay or a long trip) prevented you from telling us, we will extend the time periods. (Subject to Credit Union approval)

### **C. Contact in Event of Unauthorized Transfer**

Contact the Credit Union at the telephone number or address listed under Member Services Information, if you believe your User ID or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission.

### **D. Our Business Days**

The Credit Union's business days are Monday through Friday excluding holidays.

### **E. Fees**

The following additional fees apply in connection with your use of the Services:

**Stop Payment Fee:** You may place a stop payment order only on unpaid E-Pays for which the Services has used a paper check as the form of payment. You may not stop payment of E-Pay sent electronically by us. You may, however, cancel or modify a pending E-Pay through the Services if you do so by 11 p.m. central time on the day prior to the Processing Date. See the procedures below for stopping payment of E-Pay. We will charge a Stop Payment Fee as set forth on our Fee Schedule for each stop payment order or a renewal of any such order we accept.

**Overdraft Protection Fee:** If we transfer funds from your savings or line-of-credit account in order to process an E-Pay request of yours, we will charge an Overdraft Protection Fee to your Account as set forth on our Fee Schedule.

**Passport Privilege Fee:** If we process an E-Pay request of yours when sufficient funds are not available in your Account or from any other form of overdraft protection, we will charge the E-Pay amount to your Account along with the Passport Privilege Fee as set forth in our Fee Schedule.

**Cancelled Check Copy Fee:** There is a fee of \$3.00 for each copy of an E-Pay canceled check. Use of the Services is also subject other fees as disclosed in the Truth-in-Savings Fee Schedule.

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

We will disclose information to third parties about your Account or payments you make:

- (i) where it is necessary for completing transfers, or
- (ii) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or
- (iii) in order to comply with government agency or court orders, or
- (iv) if you give us your written permission.

#### **G. Documentation**

All payments made via the Services will be listed on the monthly account statement that you receive from Texas Federal Credit Union.

#### **H. Your Right to Stop Payment and Procedure for Doing So**

If you have told us in advance to make E-Pays out of your Account, you can stop any of these payments. Here's how:

You may cancel or modify a pending E-Pay transaction by accessing the Services on your computer and adjusting the transaction by 11 p.m. central time on the day prior to the Processing Date. If we don't receive your instruction to cancel or modify a transaction before that time, we may process the transaction as originally requested. You may also cancel a pending E-Pay transaction by notifying us orally or in writing. If you notify us orally or in writing, however, we must receive your request at least three business days or more before the Processing Date. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

You may place a stop payment order on an unpaid E-Pay that has been processed to be paid by paper check. Contact our service provider at (800) 823-7555 to stop payment on these payments. Stop payment orders received by 4 p.m. central time on our service provider's business day will be processed on the same business day.

If you order us to stop payment of an E-Pay transaction in accordance with the procedures above, and we do not do so, we will be liable for your losses or damages, subject to the limitations set forth below.

#### **I. Our Liability**

If we do not complete or cancel an E-Pay transaction as properly requested on time or in the correct amount according to this Agreement, we will be liable for your losses or damages.

However, there are some exceptions. We will not be liable, for instance, if

- (i) You do not obtain a Confirmation Number at the time you initiate a payment.
- (ii) The designated Account does not contain sufficient funds to complete the payment.
- (iii) You have closed the designated Account.
- (iv) We have identified you as a credit risk and have chosen to (a) make all payments initiated by you via the Service utilizing a paper rather than an electronic method or (b) to terminate your subscription to the Service.
- (v) The Service, your equipment, or software, or any communications link is not working properly and you know or have been advised by us about the malfunction before you execute the transaction.
- (vi) You have not provided us with the correct information for the merchants to whom you wish to direct payment or Accounts to which you wish to make a payment.
- (vii) The merchant mishandles or delays handling payments sent by us.
- (viii) Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside source) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid these circumstances.

Our sole responsibility for an error in a payment will be to correct the error, but in no case will we be liable for any indirect, special, incidental, or consequential damages (including lost profits) of any kind. In states that do not allow the exclusion or limitation of liability for indirect, special, incidental, or consequential damages, our liability is limited to the extent permitted by applicable law.

#### **J. In Case of Errors or Questions About Your Electronic Payments**

Call or write Texas Federal Credit Union at the telephone number or address listed under Member Services Information as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on your statement. The Credit Union must hear from you no later than 60 days after we send you the FIRST statement on which the problem or error appeared.

When you call or write the Credit Union, you must:

- (i) Tell us your name and Account number.
- (ii) Describe the error you are unsure about (merchant name, account information, transaction date, transaction amount or transaction description) and explain as clearly as you can why you believe it is in error or need more information. If possible, please provide us with the Confirmation Number for the transaction.
- (iii) Tell us the dollar amount of the suspected error. If you tell us orally, or by using the Services' electronic mail system, we may require that you send your complaint in writing within 10 business days.

The Credit Union will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account.

For errors involving new Accounts, we may take up to 90 days to investigate your complaint or question, and we may take up to 20 business days to credit your Account for the amount you think is in error.

The Credit Union will tell you the results within three business days after completing their investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that were used in the investigation.