



**Terms and Conditions Agreement  
for GHS Federal Credit Union  
Online Banking Bill Pay Service**

All references within this Terms and Conditions Agreement disclosure to the terms "Payment Service" and/or "the Service" reflect the Online Banking Bill Pay Service offered by GHS Federal Credit Union.

**Definitions**

This Terms and Conditions Agreement is also referred to as "the Agreement". GHS Federal Credit Union is also referred to as "GHS", "the credit union" and "the financial institution".

As used in this Agreement, "account" and "accounts" mean the GHS Federal Credit Union account in which you are either the owner or joint owner. "Loan account" and "loan accounts" mean any loan you have with the credit union. "You," "your," and "yours" mean the person(s) using the Service. "We," "our," "us," "Financial Institution" and "the credit union" refer to the individual financial institution (GHS Federal Credit Union) that holds your accounts.

**Electronic Disclosure - Terms and Conditions Agreement for GHS Federal Credit Union Online Banking Bill Pay Service.**

I acknowledge electronic receipt of the Terms and Conditions Agreement associated with GHS Federal Credit Union Online Banking Bill Pay Service and agree that I have read and will abide by this agreement. I also agree GHS Federal Credit Union does not need to provide me with an additional paper (non-electronic) copy of this Agreement unless specifically requested. Further, I understand that a copy of this Agreement can be printed by using my browser's print command and a printer.

**Use of a Third-Party Bill Pay Service Provider.**


Harland Financial Solutions Cavion Bill Payment Services is the third-party Internet bill pay service provider who GHS has contracted with to provide bill pay service to its members. Harland Financial Solutions Cavion Bill Payment Services will be processing the bills. Accordingly, the term, "Cavion Bill Payment Services" represents the customer service provided by Harland Financial Solutions to GHS. GHS, at its sole discretion, reserves the right to change Internet bill pay service providers.

**Enrollment Request for the Online Banking Bill Pay Service**

GHS reserves the right to refuse enrollment in the Online Banking Bill Pay Service to any member who does not meet the Online Banking Service and / or the Online Banking Bill Pay Service criteria which has been established by the financial institution and/or Harland Financial Solutions. Included in these criteria is a requirement that subscribers to this service must live within the United States, its possessions and territories.

**Online Banking Bill Pay Service**

As used in this Agreement, the term "Payee" means the vendor, biller, person or entity to whom you wish a bill payment to be directed; "Payment Instructions" means the




information provided by you to the Service for a bill payment to be made to your Payee (e.g., Payee name, account number, payment amount, payment date, etc.); "Payment Account" means your Checking (Sharedraft) Account and, in the instance of non-sufficient funds and/or an overdrawn account, any applicable share account or available balance on line of credit accounts (e.g., line of credit overdraft accounts) at GHS, from which all bill payments may be made and/or such funds collected; "Business Day" means Monday through Friday, excluding Federal holidays; "Payment Date" means the Business Day of your choice upon which your bill payment will be made and your Payment Account will be debited; and "Cutoff Time" means 5:00 p.m. Eastern Standard Time on any Business Day, and is the time by which you must transmit instructions to have them considered entered on that particular Business Day.

By providing the Payment Service with the names and account information of those entities and/or persons to whom you wish to direct payment, you authorize the Service to follow the Payment Instructions that it receives from you or your authorized user through the Online Banking Bill Pay Service. When the Service receives a payment instruction, you authorize it to debit your Payment Account and remit funds on your behalf so that the funds arrive as close to the Business Day designated by you as soon as reasonably possible.

For this reason, it is necessary that all Payment Dates selected by you be no less than six (6) Business Days before the actual due date for payments that are being sent by paper check and 3-6 days for ACH (electronic) payments, (not the late date and/or a date in the grace period). It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. Payment instructions entered after the Cutoff Time or on a non-Business Day will be considered entered in the Service on the next Business Day. If you properly follow the procedures described herein, and the Service fails to send a payment according to the Payment Instructions received, the Service will bear responsibility for all late charges. In any other event, including but not limited to choosing a Payment Date which is not six (6) Business Days before the due date or on or past the due date stated on your invoice or bill, the risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by you.

A bill payment is "In Process" starting at the Cutoff Time on the Payment Date. A bill payment is a "Pending Payment", starting from the time you enter Payment Instructions until the payment is "In Process." A bill payment is considered "In Process" on the Business Day you selected as the scheduled Payment Date. A payment is considered "Completed" when Cavion Bill Payment Services issues the payment either by check or electronically. You may cancel or edit any Pending Payment (including recurring bill payments) by following the directions provided on the Online Banking Bill Pay system Online Help. There is no charge for canceling or editing a Pending Payment. Please note: we may not have a reasonable opportunity to act on any stop payment or cancellation order given after a payment is "In Process" and it is not possible to stop or cancel a payment which is "Completed." If you desire to cancel or stop any payment which is "In Process", you must call GHS Federal Credit Union at (607) 723-7962 or (800) 732-4447. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. Stop payment requests sent to us via electronic mail or in any other manner will not reach us in time for us to act on your request. Stop payment requests will be accepted only if we have a reasonable opportunity to act on such a stop payment order. If you call, we may also require you to present your request in writing within fourteen (14) days after you call. The charge for each stop payment order will be the then current charge for such service as disclosed in our Rate & Fee Schedule. The Service will use its best efforts to make all your



payments properly. However, the Service shall incur no liability if it is unable to complete any payments initiated by you through the Service because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Payment Account does not contain sufficient funds to complete the payment or transfer, or the transfer would exceed the credit limit of your established line of credit account, if applicable (Note: GHS may, at its option, pay a scheduled bill payment which exceeds the balance in the checking account by transferring the amount of the resulting overdraft from your available line of credit or the prime share savings account, indicated on the Membership and Account Agreement. Per Federal regulation, pre-authorized telephone, Online Banking or automatic transfers from prime share savings to cover Checking (sharedraft)overdrafts cannot exceed six in number per calendar month);
2. The bill 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;
3. The Payee mishandles or delays a payment sent by the Service;
4. You have not provided the Service with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment;
5. Circumstances beyond the Service's control (such as, but not limited to, fire, flood, or interference from an outside force) that prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing five (5) exceptions to the Service's performance obligations 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 person or entity 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 recipient any previously misdirected payments or transfers.

Payment will be made to your Payee either electronically via the Automated Clearing House (ACH) or by paper check. The method of payment depends upon the processing method that can be accommodated by the Payee or by Harland Financial Solutions (e.g., some Payees are unable to accept electronic payments).

The payment may be deducted from your Payment Account by two methods depending upon the amount of the payment and your credit history. The two methods are: 1.) Via an electronic debit through the Automated Clearing House Association (ACH) or 2.) Via a draft drawn on your account and processed through the Federal Reserve System (as if you had written a paper check drawn upon your Checking Account.) All bill payments debited from your account will appear on your monthly Statement of Accounts and under the "BILL PAY HISTORY" section of the GHS Online Banking System. ACH debits will reflect the name of the Payee (e.g., ABC Utility Company) as well as the date and amount; payments by check will be reflected on your statement with a date, payee and address, and amount. All payments can be viewed with the Payee's name, payment amount and payment date by reviewing your recent payment history under the electronic Payment List option provided to you as part of the GHS Online Banking Bill Pay Service.



## **Prohibited Payments**

The following payment types are prohibited through the Service:

1. Tax Payments
2. Court Ordered Payments
3. Payments to Payees outside of the United States or its possessions/territories

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 INSTALLTION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND OR THE SERVICE.

## **EXCLUSIONS OF WARRANTIES**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **PIN/Password and Security**


To access the GHS Online Banking Bill Pay Service you will need to log on to the GHS Online Banking Service and then click on the Bill Payment icon. From there the system will link you to the Online Banking Bill Pay site, where you will enter your password (using the Account Number and PIN associated with this service).

You agree not to give or make available your GHS Online Banking Account Number and PIN to any unauthorized individuals. You are responsible for all bill payments you, and your GHS Online Banking Bill Pay authorized user, authorize using the Service. If you permit other persons to use the Service or your GHS Account Number and PIN (even though you have agreed not to disclose this information); you are responsible for all transactions they authorize. If you believe that your GHS Account Number and PIN has been lost, stolen or compromised, or that someone may attempt to use the Service without your consent or has transferred money from your account by accessing your account without your permission, you must notify GHS immediately by calling the credit union during business hours.

You also agree that GHS may revoke your GHS Online Banking Bill Pay and/or Online Banking account access services if unauthorized account access and/or transactions occur as the apparent result of negligence in the safeguarding of the Account Number and PIN(s) belonging to you and/or your authorized user. Further, you agree that, if GHS is notified that you have included the financial institution in the filing of a petition of bankruptcy, GHS may revoke or refuse to grant you Online Banking Bill Pay service and/or GHS Online Banking account access to your account.

## **Your Liability for Unauthorized Transfer**

Tell us AT ONCE if you believe your account information and/or PIN have been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit and open-end credit). If you believe your account information and/or PIN has been lost or stolen, and you



tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your account information and/or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your account information and/or PIN, and we can prove we could have stopped someone from using your account/and or PIN without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had told us in time.

### **Errors and Questions**

Telephone us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. Your inquiry must include:

1. Your name and account number,
2. A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need more information,
3. The dollar amount of the suspected error, and
4. The date of occurrence.


If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will generally tell you the results of our investigation within 10 business days of the receipt of your complaint or question (20 business days if the transaction involved an account opened within the past 30 days). If we need more time, however, we may take up to 45 days. If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

### **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 transfers you make ONLY in the following situations:

1. If we return transfers or payments made from your account which are drawn on insufficient funds or if we are unable to complete an electronic transfer or payment because of insufficient funds, or
2. Where it is necessary for completing transfers, or
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant, or
4. To a consumer reporting agency for quality assurance.
5. In order to comply with a governmental agency or court orders, or
6. If you give us your written permission.

### **Charges or Fees**



As a participant in the GHS Online Banking Bill Pay Service, you will not be charged a basic fee for unlimited transactions.

Please note: Your GHS loan accounts may not be paid by using the Online Banking Bill Pay Service, but instead may be paid by using the transfer/payment option on the GHS Online Banking Home Banking service or by automatic transfer from your GHS checking (sharedraft) account at no charge. Additionally, charges for other transactions and optional services (e.g., Non-Sufficient Funds or Stop Payment Fees) are specified in the credit union's Schedule of Fees which can be found on the GHS web site [www.ghsfcu.com](http://www.ghsfcu.com). You agree to pay such fees and charges, and authorize the Service to charge your designated Payment Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your savings or loan accounts will continue to apply.

You are responsible for any and all telephone access fees or Online Banking service fees that may be assessed by your telephone utility and/or Online Banking Service Provider.

**In the Event a Service Transaction Is Returned and/or Overdraws Your Payment Account**

In using the Service, you are requesting the system to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are not sufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances you will receive a return notice by secure electronic message via the GHS Online Banking Service. In these cases, you agree that a non-sufficient funds (NSF) fee will be charged in accordance with the financial institution's established and published fees. Further, you also agree that a NSF fee may be charged to your account even if the payment is not returned but is paid and overdraws your Payment Account.


By enrolling for and using this Online Banking Bill Pay Service you agree that GHS has the right to transfer funds from your available balance on your line of credit account as well as from all of your share accounts to recover funds for all payments that have been requested to be paid by you and your authorized user: this includes accounts on which you are the primary member-owner, as well as accounts on which you are the joint owner.

**Alterations and Amendments**

The terms of 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 send notice to you at your address of record or by secure electronic message via the GHS Online Banking Home Banking service. Any use of the services after the service sends 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 programs, 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 GHS Online Banking Bill Pay programs, services, and/or related material and limit access to the Service's more recent revisions and updates.

**Address Changes**

You agree to promptly notify GHS Federal Credit Union member service in writing at P.O. Box 1490, Binghamton, NY 13901 of any address change. Written notice must be signed by you. Changing your address on the Service does not automatically update your address of



record at GHS. Similarly, updating your address at GHS does not automatically update the address on the Service.

### **Termination or Discontinuation**

In the event you wish to discontinue the Service, you must contact GHS within 14 days prior to the actual service discontinuation date. You must request the service discontinuation by written correspondence sent via the mail to. Written notice must be signed and sent to:

GHS Federal Credit Union  
P.O. Box 1490  
Binghamton, NY 13901  
attention: Operations Support Services Department

GHS may terminate Service to any individual at any time with cause, but without advance notice. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

### **Payee Limitations**

The Service reserves the right to refuse to pay any person or entity to which you may direct a payment. The Service is obligated to notify you promptly if it decides to refuse to pay a person or entity designated by you. This notification is not required if you attempt to pay tax or court-related payments or payments outside the United States and its possessions/territories (American Samoa, Guam, Marshall Islands, Micronesia, N. Mariana Islands, Palau, Puerto Rico and the Virgin Islands), which are prohibited under this agreement.

### **Information Authorization**


Through your enrollment in the GHS Online Banking Bill Pay Service, you agree that GHS (or its third-party bill pay service provider) reserves the right to request a credit agency report and/or a review of your credit rating at its own expense through an authorized credit agency/bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a merchant or financial institution to resolve payment-posting problems.

### **Disputes**

In the event of a dispute regarding the Service, you and the Service 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 the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what one of the Service's employees says and the terms of this Agreement, the terms of the Agreement shall control.

### **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-party service providers.

**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.

**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 for the Agreement.

**Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of New York State and the State of Colorado, United States of America, without regard to its conflicts of law provisions.