



FEDERAL CREDIT UNION

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## HOME BANKING/MOBILE BANKING/BILL PAY DISCLOSURE & AGREEMENT

1. Use of Home Banking/Mobile Banking/Bill Pay. To begin using the Home Banking/Mobile Banking/Bill Pay services, please go to our website at [www.MySoundCU.org](http://www.MySoundCU.org) or download an App from your mobile device application store, and follow the instructions for First Time Enrollment. At the time of enrollment, you will choose a User Name and Password. You will be given a copy of these Terms and Conditions when you join the Credit Union or you can find them at our website, [www.MySoundCU.org](http://www.MySoundCU.org)

If you access Home Banking/Mobile Banking/Bill Pay through software, or another indirect service, all of the features of Home Banking/Mobile Banking/Bill Pay may not be available. To access all of the features and services offered by Home Banking/Mobile Banking/Bill Pay, sign in directly through our website at [www.MySoundCU.org](http://www.MySoundCU.org) or via an App downloaded from your mobile device application store.

2. Accepting the Agreement. Please read this document carefully before you use Home Banking/Mobile Banking/Bill Pay. When you use any of the Home Banking/Mobile Banking/Bill Pay services described in this Agreement or authorize others to use them, you agree to the terms and conditions of the entire Agreement.

Your access to Home Banking/Mobile Banking/Bill Pay will be determined at our sole discretion. Subject to applicable law, we reserve the right to modify, suspend, or terminate access to Home Banking/Mobile Banking/Bill Pay at any time without notice or refund of previously incurred fees.

You must maintain your Accounts in good standing with Sound Federal Credit Union in order to perform transactions through those Accounts under Home Banking/Mobile Banking/Bill Pay.

3. What This Agreement Covers. This Agreement between you and Sound Federal Credit Union governs the use of Home Banking/Mobile Banking/Bill Pay services. This service permits Sound Federal Credit Union customers to perform a number of banking functions on accounts linked to the service, through the use of a personal computer or mobile device.

In these Terms and Conditions "you", "your", and "yours" refers to each of the individuals that will be using Home Banking/Mobile Banking/Bill Pay. "We", "us", "our", "ours", "Credit Union" and "SFCU" refers to Sound Federal Credit Union. "Account" refers to the deposit and loan accounts at SFCU. EFT refers to "Electronic Funds Transfers." Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services such as Home Banking/Mobile Banking/Bill Pay. These Terms and Conditions govern the Home Banking/Mobile Banking/Bill Pay services for which you have enrolled. Unless indicated otherwise by the context, "linked Sound Federal Credit Union accounts" or "linked accounts" refers to all of your accounts with Sound Federal Credit Union that you have linked to Home Banking/Mobile Banking/Bill Pay.

4. Relation to Other Deposit and Credit Agreements. Your use of Home Banking/Mobile Banking/Bill Pay services or transfers may also be affected by the agreements between us for your linked Sound Federal Credit Union accounts. When you link an account to Home Banking/Mobile Banking/Bill Pay services, you do not change the agreements you already have with us for that account. For example, if you have a Sound Federal Credit Union share draft account, the terms and conditions of your Sound Federal Credit Union Membership Agreements and Disclosure(s) and Electronic Funds Transfer Agreement and Disclosures do not change. Similarly, when you use Home Banking/Mobile Banking/Bill Pay services to access a credit account, you do so under the terms and conditions we gave you in the agreement and disclosure for the credit account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an account with Home Banking/Mobile Banking/Bill Pay services.

5. Accounts Linked to Your Home Banking/Mobile Banking/Bill Pay Services. When we first set you up on Home Banking/Mobile Banking/Bill Pay, we will link all of your eligible Sound Federal Credit Union accounts. If you open an additional eligible account at a later date, we will link your new account to Home Banking/Mobile Banking/Bill Pay, unless you instruct us not to do so. If you want to limit the accounts linked, please call us at (203) 977-4701 and a member service representative will discuss the available options with you.

6. Equipment. The installation, maintenance and operation of your equipment, including, but not limited to, your computer modem, computer or mobile device, and the internet access through your internet access provider is your responsibility. We are not responsible for any errors or failures from any malfunction of your equipment, and we are not responsible for any computer virus or related problems that may be associated with the use of Home Banking/Mobile Banking/Bill Pay. WE DISCLAIM ALL WARRANTIES REGARDING HOME BANKING/MOBILE BANKING/BILL PAY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Use of Other Software. If your equipment has the capability, you may import information from Home Banking/Mobile Banking/Bill Pay to your computer for use with your own personal financial software. We are not responsible for damages arising from financial software that you use in connection with Home Banking/Mobile Banking/Bill Pay. You agree that we are not responsible for any failure or loss caused if such financial software or any of your personal hardware or other software is not compatible with our system.

8. Description of the features and services available through Home Banking/Mobile Banking/Bill Pay and specific terms and limitations are outlined in the appropriate sections below.

Your ability to transfer funds from your share and share draft checking is limited by federal law, as stated in your Deposit Account Agreement. By law there may be a maximum of six transfers from these Accounts per monthly statement cycle initiated on your computer or mobile device (or by means of telephone, wire or preauthorized transfers), of which no more than six in the aggregate may be made by share draft, debit card or ATM point of sale (other than a withdrawal from an automated teller machine).

We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and

you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access.

There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day. One-time immediate transfers can be made from a linked SFCU share draft checking, share savings, or money market to most linked SFCU accounts. Transfers can be made from a linked SFCU personal share draft checking, share savings, or money market to most personal share draft checking, share savings, or money market accounts of other SFCU customers or other accounts upon your request. Transfers from a deposit account are immediately reflected in the account's available balance.

9. Communicating Confidentially with Us. If you want to send us confidential information, please contact us through our website at [www.MySoundCU.org](http://www.MySoundCU.org) or call us at (203) 977-4701. We request that you do not send confidential information by e-mail over the internet. Our website contains a link to a secure communication method and that link is found at [www.MySoundCU.org](http://www.MySoundCU.org). You cannot use electronic messages to transfer funds between accounts or to conduct transactions.

10. User Confidentiality/Security. We identify users by their User Name and Password. All transactions initiated with your User Name and Password will be attributed to you. You agree not to give or make available your User Name and Password to any other individuals, including anyone claiming to represent us. You acknowledge that we will never ask you for your Password, and that our employees do not need your Password for any reason. In order to protect yourself against fraud, you need to adhere to the following guidelines:

- Do not give out your account information, Password, or social security number.
- Do not leave your PC or mobile device unattended while you are using Home Banking/Mobile Banking/Bill Pay.
- Never leave your account information within range of others, and
- Do not send privileged account information (User Name, Password, etc.) in any public or general e-mail system.

11. Member Liability. You are responsible for all EFT transactions you authorize. If you permit someone else to use an EFT service via your User Name or Password, you are responsible for any transactions they authorize or conduct on any of your accounts. TELL US AT ONCE if you believe someone has used your User Name or Password or accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. For all other EFT transactions such as Home Banking/Mobile Banking/Bill Pay transfers, your liability for an unauthorized transaction is determined as follows.

If you tell us within two (2) business days you can lose no more than \$50 if someone used your account without your permission. If you do NOT tell us within two (2) business days after you learn of the unauthorized use of your account or access code and we can prove we could have stopped someone from using your account without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows Home Banking/Mobile Banking/Bill Pay transfers that you did not make, TELL US AT ONCE. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe that someone has transferred or may transfer money from your account without your permission, call us at (203) 977-4701 during regular business hours or write to us at Sound Federal Credit Union, 37 North Avenue, Norwalk, CT 06851

12. Billing Errors. In case of errors or questions about electronic funds transfers from your share and share draft accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. Call us at: (203) 977-4701 or write to: Sound Federal Credit Union, 37 North Avenue, Norwalk, CT 06851, Fax: (203) 324-7546

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe the credit union has made an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. 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. If we need more time, however, we may take up to forty-five (45)\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)\* business days for the amount you think is in error so that you will have the 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 ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days of completing our 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 we used in our investigation.

\*If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days to investigate the error.

\*\*If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a POS transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate the error.

NOTE: If the error you assert is an unauthorized Visa® transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

13. Our Liability. We will be responsible for your actual losses if they were directly caused by our failure to complete a transfer to or from your accounts on time or in the correct amount according to our agreements with you. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have sufficient available funds in your account to complete a transaction from that account (see our Funds Availability Policy Disclosure), or if withdrawals from any of your accounts have been prohibited by a court order such as a garnishment or other legal process, or if that account has been closed.
- If you have not properly followed your Home Banking/Mobile Banking/Bill Pay instructions or if your computer, mobile device or software fails or malfunctions.
- If we have reason to believe that a transfer has not been properly authenticated or is fraudulent.
- If Home Banking/Mobile Banking/Bill Pay was not working properly and you knew or should have known about the breakdown when you attempted to authorize a transfer.
- If circumstances beyond our control prevent the making of a transfer, despite reasonable precautions that we have taken. Such circumstances include delays or losses caused by equipment failure or breakdown, acts of God, or other conditions beyond our control such as strikes, insurrection, war, fire, lack of energy, government acts, and regulation. We will be responsible for acting only on those instructions sent through Home Banking/Mobile Banking/Bill Pay which we actually receive.
- For other exceptions to our liability see the Electronic Fund Transfer Disclosure Agreement.

Our sole responsibility for an error in a transfer will be to correct the error, but in no case shall we be liable for any indirect, incidental, special or consequential damages, except to the extent such limitation of liability is not permitted by law.

14. Charges for Online Banking. A schedule of Deposit Account Fees and Charges has been provided to you, which schedule may be amended from time to time to change or add fees. Any fees for Home Banking/Mobile Banking/Bill Pay are listed on this schedule. You authorize us to deduct all applicable Home Banking/Mobile Banking/Bill Pay fees from any Account you have with us. In addition to such charges, the service charges and fees provided for the Deposit and Credit Agreements will continue to apply.

15. Disclosure of Account Information to Others. We will disclose information to third parties about you, your accounts or the transfers you make under the following circumstances:

- To any party assisting us in providing Home Banking/Mobile Banking/Bill Pay
- Where it is necessary for completing transfers
- In order to verify the existence and condition of your accounts for a third party, such as a payee or holder of a share draft or a credit bureau
- In order to report our experience regarding your accounts or Home Banking/Mobile Banking/Bill Pay transactions to financial institutions and credit reporting agencies
- To collect any debt that you may owe to us
- We may collect member account data for the purpose of learning about aggregate member usage patterns, member telephone inquiries, and the effectiveness of Home Banking/Mobile Banking/Bill Pay, but shall not disclose individual identifiable information except as provided in this Section
- In order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal processes, in order to give information to any government agency or official having legal authority to request such information
- If you give us your written permission.

16. Amendment of These Terms and Conditions. We may modify Home Banking/Mobile Banking/Bill Pay from time to time in accordance with applicable law. Additional services or accounts may become accessible through Home Banking/Mobile Banking/Bill Pay in the future. As each becomes available you will be provided with a description of each such service or account and fees if required by law and you will be given the opportunity to access each through Home Banking/Mobile Banking/Bill Pay. Your use of these new services or accounts shall mean that you agree to any additional terms and conditions as well as payment of fees. Also, we reserve the right to delete or modify any services or accounts from Home Banking/Mobile Banking/Bill Pay.

17. Security Codes. At the time of enrollment, you will choose a User Name and Password that you will need to access Home Banking/Mobile Banking/Bill Pay. You will also be asked to supply answers to "Challenge Questions" which may be used to verify your identity. You agree to keep your User Name, Password and Challenge Question answers confidential to prevent unauthorized access to your accounts and to prevent unauthorized use of Home Banking/Mobile Banking/Bill Pay.

Your Password may be revoked or canceled at any time without giving you prior notice to assist us in maintaining the security of your accounts. Your User Name, Password and Challenge Question answers are used to identify you as an authorized user of Home Banking/Mobile Banking/Bill Pay. You agree not to reveal your User Name, Password and Challenge Question answers to any person. The security of your accounts depends upon you maintaining the secrecy of your User Name, Password and Challenge Question answers. If you believe that the secrecy of your User Name, Password and Challenge Question answers has been compromised you should call us at (203) 977-4701, and you should change your Password in accordance with the Home Banking/Mobile Banking/Bill Pay instructions. If you forget your Password, you must contact us or our designated agent to have a new Password issued to you.

18. Assignment. We may assign our rights and delegate our duties under these Terms and Conditions to any other party.

19. Termination. We may terminate these Terms and Conditions and your ability to use any or all Home Banking/Mobile Banking/Bill Pay services at any time for any reason. You may terminate these Terms and Conditions by giving written notice or by notice using the contact us feature within Home Banking/Mobile Banking/Bill Pay. You may not terminate the service by a notice sent through general or public e-mail. You must request termination of the service by writing or in person at the Credit Union. We will continue to maintain your accounts until you notify us otherwise.

20. Severability. If any provision of these Terms and Conditions is held invalid, illegal, void or unenforceable by any rule or law, administrative order or judicial decision, all other provisions of these Terms and Conditions shall remain in full force.

21. Governing Law. These Terms and Conditions are governed by and shall be construed in accordance with the laws of the State of Connecticut and applicable federal law.

#### HOME BANKING/MOBILE BANKING FUNCTIONALITY

**Description of the features and services available through Home Banking/Mobile Banking.** Home Banking/Mobile Banking allows you to perform some or all of the following functions on your accounts.

- View current balance information for your linked accounts
- Request check withdrawals from accounts that we allow
- Search for cleared checks by check number
- Make loan payments to your linked accounts, from your share savings, money market and share draft linked accounts
- View and print electronic copies of statements and loan bills
- Transfer money between your linked accounts
- Send money to another SFCU Member, as long as they consent and provide you with the required transfer information
- Send money to another individual who does not bank with SFCU
- Send money to another one of your accounts that do not reside at SFCU
- Stop payment on outstanding checks
- Place and release usage holds on your debit card

These features of Home Banking/Mobile Banking are limited by and subject to the terms set forth below.

#### Stop Payments

If you request to stop payment through Home Banking you must warrant that the information describing the check, including the amount and check number is correct. You also understand the exact amount of the check is necessary for SFCU to stop payment. If you provide us with the incorrect amount or any other incorrect information, SFCU will not be responsible for failing to place the stop payment on the check. Please see our fee schedule for applicable fees.

You agree that unless your stop payment order is received by SFCU within a reasonable time for SFCU to act on the stop payment order prior to final payment, certification, or similar action on the check, that SFCU will not be responsible for stopping payment. You also agree that you may not stop payment on any point-of-sale EFT, cashier or certified check or any check or payment guaranteed by you. You also understand that your stop payment request is conditional and subject to SFCU verification that the check has not already been paid or that some other action to pay the check has not been taken by you. You understand that your stop payment order will be effective for a period of six months from the original stop payment date, unless you release this order or renew the order for additional periods, in writing. You also understand that there is a charge for each stop payment order requested, as described in the Fee Sections of the Terms and Conditions.

#### ADDITIONAL MOBILE BANKING FUNCTIONALITY

**Description of the additional features and services available through Mobile Banking.** Mobile Banking allows you to perform the following additional functions on your accounts.

- Find ATM and branch locations using publicly available location data
- Make check deposits using an approved mobile device (Mobile Deposit Capture)

These features of Mobile Banking are limited by and subject to the terms set forth above.

#### Check Deposits using Mobile Deposit Capture (MDC).

You may deposit certain checks using Mobile Deposit Capture (MDC) to your checking, savings or money market accounts from home or other remote location using a Mobile Device capable of capturing electronic images of the front and back of certain eligible checks and transmitting to SFCU or its designated processor the images and other deposit information including but not limited to the magnetic ink character recognition ("MICR") line.

In order to enroll in the check deposit services, you must be an authorized signer or an owner either individually or jointly of a SFCU deposit account that is eligible for this service and be approved by SFCU. You must have been a SFCU customer for at least 90 days and your account must be in good standing. We reserve the right to approve or deny this service based on the individual and or account profile risk involved.

#### Eligible Checks

You agree to scan and transmit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC") and only those checks that are permissible under this Addendum or such other items as we, in our sole discretion, elect to include in this service.

You agree that the image of the check transmitted to us shall be an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Connecticut. You agree that you will not use the MDC to deposit any checks or items as shown below:

- Checks or items payable to any person or entity other than you, or to you and another party.
- Checks or items containing alterations to any of the fields on the front of the check or item (including the MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks drawn on your own account at SFCU.
- Checks or items previously converted to a substitute check, as defined under Reg CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items not payable in United States currency.

- Checks or items dated more than 6 months prior to the date of deposit.
- Checks or items on which a stop payment has been issued or for which there are insufficient funds.
- Checks or items that are not otherwise acceptable under the terms of any agreement that you have with SFCU.
- Checks drawn on a home equity line of credit.
- Checks that are "non-negotiable" (whether stamped in print or as a watermark).
- Checks that are incomplete in any manner.
- Savings Bonds
- Cash

Deposits of this nature may result in the immediate termination of the Services and an immediate reversal of the transaction or credit to your account. A reversal means the amount of the item(s) deposited will be removed from your account and will reduce your account balance. The reversal may also result in a negative balance on your account.

Nothing in this Agreement shall be construed as requiring SFCU to accept any check or item for deposit, even if SFCU has accepted that type of check or item previously. SFCU shall not be required to identify or reject any check or items that you may scan and deposit that fail to meet the requirements of this Agreement.

#### Image Quality

The image of a check or item transmitted to SFCU using Mobile Deposit Capture must be legible. The image quality of the checks and items must comply with the standards established from time to time by the American National Standards Institute, or any higher standard set by us, and with any requirements set by any clearing house we may use or agreement we have with respect to the processing checks or items. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or delayed or improper crediting of such a check or item or from any inaccurate information you supply regarding the check or item.

#### Endorsements and Procedures

Before transmission you agree to endorse any check or item transmitted through the Mobile Deposit Capture exactly as the check or item is made payable. You agree to follow any and all other procedures and instructions for use MDC as we may establish from time to time. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through Mobile Deposit Capture.

#### Receipt of Checks and Items, Crediting

We reserve the right to reject any check or item transmitted through MDC, at our discretion, without liability to you. We are not responsible for checks or items we do not receive in accordance with this Agreement or for images that are dropped or damaged during transmission. An image of a check or item shall be deemed received when you receive confirmation from SFCU that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, able to be processed or complete or that funds will be credited for that check or item.

Deposits made using MDC that are received and accepted before 7:00 pm Eastern Time (the "Cutoff Time") on a Business Day will be available the next Business Day. Deposits received and accepted after the Cutoff Time on a Business Day or deposited on a non-Business Day will be available on the second Business Day after the day of deposit. SFCU may establish later Cutoff Times for checks or items deposited via Mobile Deposit Capture. In the event that SFCU establishes earlier or later Cutoff Times for checks and items deposited via MDC, we reserve the right to change the Cutoff Times at any time as permitted by law. Regardless of whether SFCU establishes earlier or later Cutoff Times for checks and items deposited via MDC, you understand and agree that checks and items must be received and accepted by SFCU before the applicable Cutoff Time and must not be incomplete, illegible or erroneous to be eligible for next Business Day availability.

The following limits apply to the amount of any individual check, the dollar amount and number of checks that may be deposited in a day, and the dollar amount of checks that may be deposited in a multi-day period.

- Per Check Limit - \$7500.00
- Daily Aggregate Limit - \$7500.00
- Daily Number of Checks – 10
- Multi-Day Limit - \$15000.00
- Multi-Day period - 10 Business Days

We reserve the right to modify such limits from time to time or to impose different limits on new customers.

#### Disposal of Transmitted Checks and Items

Upon your receipt of confirmation from SFCU that we have received the image of an item, you must retain the original check or item in a secure location for fifteen (15) days from the date of transmission. You will promptly mark each imaged item as "Electronically Presented" or "Void." Upon request, you will promptly provide any check or item, or a sufficient copy of the front and back of the item to SFCU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or item or for SFCU audit purposes. You agree never to represent to us or any other party a check or item that has been deposited through Mobile Deposit Capture unless we notify you that the check or item will not be accepted for deposit through MDC.

#### Promises You Make to Us; Indemnity

- You will only transmit eligible checks and items; Images will meet SFCU image quality standards in effect from time to time;
- You will not store or make a back-up copy of any electronic item;
- You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party;
- You will not deposit or represent the original check or item to SFCU or any other party;
- All information you provide to SFCU is accurate and true, including that all images transmitted to SFCU accurately reflect the front and back of the check or item at the time it was scanned.

## BILL PAY FUNCTIONALITY

**Description of the features and services available through Bill Pay.** Bill Pay allows you to perform some or all of the following functions on your accounts.

- Schedule payments securely, at your convenience, seven days a week to a person or business in the United States. We reserve the right to refuse to pay certain payees.
- Schedule payments for current, future, and recurring bills from your SFCU checking accounts.
- There is no limit to the number of payments that may be authorized, however there is a maximum dollar amount for a single payment made in a 24-hour period (\$25,000.00).

By providing us with the names of payees, you authorize us to follow your payment instructions to the payees that you provide to us through Bill Pay. A "payee" refers to a person or business within the United States whom you wish to make a payment. When SFCU receives payment instructions from you, you authorize us to charge your selected SFCU checking account and remit funds to the payee on your behalf. The funds will be withdrawn the day you designate the payment to be sent on. Our third party company, ACI, will make the payment by transferring funds electronically or by mailing a check payable to the payee on the "send date". Payments requested to be sent on a Saturday, Sunday, or Federal Holiday will be processed on the next Business Day. You will need to make sure that if a recurring payment falls on a Saturday, Sunday, or Holiday that you reschedule the payment to ensure that the payment is received by the due date. While it is anticipated that most transactions will be completed on the exact day designated, it is understood that due to circumstances beyond the control of SFCU (such as delays in mail handling, payment posting, slow responding companies or financial institutions), some transactions may take longer than anticipated. For this reason, it is recommended that all payments be scheduled to occur at least seven (7) business days prior to the day you would like a payee to receive the payment. Additionally, we recommend that you do not schedule the payment to be made during any grace period that your payee grants. When scheduling a payment, Bill Payer will provide you with an expected delivery date, and you can determine then if you want to make the payment sooner. ACI will use its best efforts to process all of your payments properly, however, neither SFCU nor ACI shall incur any liability if it is unable to complete any payments initiated by you through SFCU's Bill Payer service because of the existence of any one or more of the following circumstances:

- Your selected account does not contain sufficient funds to complete the transaction
- The Bill Payer processing center is not working properly and you have knowledge of this prior to executing your payment request
- You have not provided the correct/complete name(s) or account information for those persons or entities to whomever you wish to direct payment
- Circumstances beyond our control such as, but not limited to, fire, flood, or interference from an outside source that would prevent the proper execution of the transaction despite our best efforts to avoid these circumstances

You have the right to stop any scheduled payment. To cancel a payment you must cancel the scheduled payment in Bill Pay at a minimum of one business day prior to the date you scheduled the payment to be sent. You cannot cancel a payment on the designated day a payment is to be sent.

Any documentation provided to a consumer which indicates that an electronic funds transfer was made to another person shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.