This is your bill paying agreement with La Capitol Federal Credit Union.

You may use La Capitol Federal Credit Union's bill paying service, Bill Pay, to direct La Capitol Federal Credit Union to make payments from your designated checking account to the "Payees" you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account.

**Instructions for Setting up Payees & Payments:**

**Payees:** If you want to add a new "Payee," first select the "Payee" tab located in the bill pay or speak to a SSR (Subscriber Support Representative). Subscriber Support services are available from 7:30 AM to 2:00 AM EST Monday-Friday by calling 866-370-9440.

- The Financial Institution reserves the right to refuse the designation of a "Payee" for any reason.

**Payments:** You may add a new payment to a "Payee" by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can also be made by using the service.

- You may pay any "Payee" with-in the United States (including U.S. territories and APO's / AEO's).
- The Financial Institution is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

**The Bill Paying Process**

**Single Payments** – A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by the Financial Institution, is currently 2:00 p.m.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

**Recurring Payments** – When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment's "**Pay Before**" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.

- If the recurring payment's "**Pay After**" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

**Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.**

**Single and Recurring Payments**

The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your "Payees".

**Cancelling a Payment**

A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date.

**Available Funds**

Refer to your account agreement, Important Information About Share Accounts, for La Capitol Federal Credit Union's Funds Availability policy.

**Secondary Account Holders**

You may add one secondary account holder to your Bill Pay account. This allows the secondary user to call or chat for support into Subscriber Support services. Subscriber Support services will not assist a caller not listed on the Bill Pay account. Only a joint owner on the primary member's checking account being used as the pay from account will be allowed as a secondary account holder.

**Liability**

- You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.
- The Financial Institution is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.
- The Financial Institution is not liable for any failure to make a bill payment if you fail to promptly notify the Financial Institution after you learn that you have not received credit from a "Payee" for a bill payment.
- The Financial Institution is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Financial Institution's agent.

**Amendment**

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

**Termination**

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

**LIABILITY FOR FAILURE TO MAKE A TRANSACTION:** In no case will the Credit Union be liable for consequential, indirect, or punitive costs or damages. The Credit Union and the bill payer service provider will carry out your instructions in a reasonable manner. If the Credit Union does not complete a transaction to or from your account on time or in the correct amount according to our Agreement with you, the Credit Union may be liable for your losses or damages. There are some exceptions to this, which include but are not limited to the following:

- You do not have enough money in your account to make the transaction through no fault of ours.
- The transaction exceeds the credit limit on your Overdraft Protection Loan or Overdraft Privilege limit, if applicable.
- The system is not working properly and you knew about the breakdown when you started the transaction.
- Circumstances beyond our control (such as fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken.
- You have not properly followed instructions for operation of the system.
- The funds in your account are subject to legal process or other similar encumbrance.
- The transaction would exceed one of the established limits contained in this Agreement or by other Credit Union agreements.
- Access to your account has been blocked after you have reported potential or actual unauthorized access.
- We have a reasonable basis to believe there is a possibility of unauthorized activity or other risk involving your account.