



## **Bill Pay Agreement**

**General.** This Bill Pay Agreement ("Agreement") contains the terms and conditions for the use of UniBank's ("the Bank," "us," or "we") Bill Pay service that we may provide to you ("you," or "User"). Other agreements you have entered into with UniBank, including the Online and Mobile Banking Agreement, as applicable to your UniBank account(s), are incorporated by reference and made a part of this Agreement.

The following information describes the types of bill payment services, which are available to you with your rights and responsibilities concerning these transactions, including your rights under the Electronic Funds Transfer Act.

**Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change on our website by providing a link to the revised Agreement. You must accept or reject any material change to this Agreement the next time you use the Service after the change has been made. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, UniBank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

**Services.** You may access Bill Pay through Online or Mobile Banking using your user ID and password. You may use this service to arrange for payments to be made from your UniBank checking account to third parties. You can pay bills either on an automatic recurring basis or periodically as you request. Bill payments are processed either through an electronic transmission to the payee or by check drawn from your UniBank checking account which we mail to the payee. Payees who receive electronic delivery will receive your bill payment information generally within two business days, including your account number with the payee, through a secure network. Payments made by check are generally received and credited by most payees within ten business days. Our business days are Monday through Friday; Saturdays, Sundays, and federal holidays are not included. If we receive any payment instructions from a payee, we may follow those instructions, to help ensure that the bill payment is received by the payee and promptly credited to your account.

**Limitations of Service.** When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a text message to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

**Hardware and Software.** To use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Bank from time to time. See [unibank.com](http://unibank.com) for current hardware and software specifications. The Bank is not responsible for any third-party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at time of download and installation.



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**Payment Scheduling.** When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

**The Service Guarantee.** Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. Under certain circumstances, fees may be refunded if the error was on the part of our bill pay processor.

**Confidentiality.** We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers; or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- As explained in the Privacy Disclosure provided to you separately.

**Payment Methods.** The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment and paper check payment.

**Limits.** Bill payments are limited to \$50,000 per transaction, \$50,000 per day, and \$300,000 per month.

Pay a Person payments are limited to \$5,000 per transaction, \$5,000 per day, and \$20,000 per month.

If you are a Bill Pay new user, the following special limits will apply during the first 30 days: \$500 per transaction, \$500 per day, and \$15,000 per month.

**Initiating Payments/Cut-off Times.** The cutoff time for initiating a Bill Payment is 5:00 PM Eastern time on a business day. In the case of a future dated or recurring transfer, these time limits will be the business day prior to the transfer. The cutoff time for initiating a P2P is 4:00 PM Eastern time on a business day. In the case of a future dated or recurring transfer, these time limits will be the business day prior to the transfer.

**Person to Person (P2P) Transfers.** Our Person to Person (P2P) Transfer services allows you to make transfers to your family and friends utilizing text (SMS) or email messages. The person receiving the funds simply has to click the link provided and enter in their bank account information to receive the funds. Funds are typically received within 2-3 business days following acceptance of the payment. If the transfer is not accepted within 10 days, it will become invalid. Usage of this product is subject to the



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terms and conditions of this agreement as well as our vendor's terms and conditions as follows and is subject to change from time to time with or without notice.

**Payment Authorization and Payment Remittance.** By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Funding Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Funding Account for payments returned by the Biller.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

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

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

**Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

**Stop Payment Requests.** The Service's ability to process a stop payment request will depend on the payment method and whether a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to



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present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

**Failed or Returned Transactions.** In using the Service, you are requesting the Service to make payments for you from your Funding Account. If we are unable to complete the transaction for any reason associated with your Funding Account (for example, there are insufficient funds in your checking account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

- You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
- You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
- You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you.

**Prohibited Payments.** Payments to Billers outside of the United States or its territories are prohibited through the Service.

**Exception Payments.** Tax payments and court ordered payments may be scheduled through the Service; however, such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted, or misdirected payments will be the sole responsibility of you and not of the Service.

**eBill Delivery and Presentment.** This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

- **Information provided to the Payee.** The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.
- **Activation.** Upon activation of the electronic bill feature the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.
- **Notification.** The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail

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notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

- **Cancellation of electronic bill notification.** The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- **Non-Delivery of electronic bill(s).** You agree to hold the Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.
- **Accuracy and dispute of electronic bill.** The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

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

**Exclusions of Warranties.** The service and related documentation are provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

**Updating Records.** You must promptly update our records, such as your address, phone number, and e-mail address, by selecting the "My Profile" section within your online banking. You are responsible for the accuracy of all the information you input and agree that we may rely on the information you provide, without further verification. You agree that Unibank shall not be liable for any costs, fees, losses, or damages of any kind incurred as a result of any inaccuracy, incompleteness, or misinformation contained in the information you have provided to us.

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

**Returned Payments.** In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller or void the payment and credit your Funding Account. You may receive notification from the Service.



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You are responsible for monitoring the status of Your bill payment activity whether or not you receive such notice from the Service. To monitor the activity you may review the status of your bill payment activity through the transaction and bill payment history through your Online and Mobile Banking application.

**Reporting Unauthorized Transactions.** You shall be responsible for all transfers and payments that you authorize using the Services. Notify us AT ONCE if you believe another person has improperly obtained your Online Banking password. Also notify us AT ONCE if someone has transferred or may transfer money from your Bank deposit account without your permission, or if you suspect any fraudulent activity on your account. You shall be liable for any unauthorized electronic fund transfers or a series of transfers arising from a single loss or theft of the access device only if the access device is an accepted access device, the liability is not in excess of fifty dollars, and the unauthorized electronic funds transfer has occurred or may occur as the result of loss, theft or otherwise. Unless you, as the user of such device, can be identified as the person authorized to use it, such as by signature, photograph or fingerprint or by electronic or mechanical confirmation.

Also, if your statement shows withdrawals, transfers, payments or purchases that you did not make or authorize, please notify us AT ONCE. If you do not notify us within sixty (60) days from the date the paper or online statement was sent to you, and we can prove that we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section may be extended. To notify us, call our Customer Contact Center at 800.578.4270 between 8:00 a.m. to 6:00 p.m. Eastern Standard Time on business days which include Monday through Friday, except for federal banking holidays.

**Error Resolution.** In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, 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 or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- 1) Tell us your name and account number (if any).
- 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 3) 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 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for Visa®-branded Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Visa®-branded Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) 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 10 business days, we may not credit your account. Your account is considered a new





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account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after 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.

With respect to any bill payments made using Online Bill Pay, if we have reasonable proof, within our sole discretion, that the Payee has received your bill payment, we will not credit your account, it being understood that we are not responsible for any Payee's failure to credit your payment promptly upon receipt. We will make reasonable efforts to work with the Payee to resolve the issue on your behalf. In our investigation of any such bill payment transactions, we will request from the Payee a refund of any interest and/or fees which you may have been wrongly assessed, provided that we will have no obligation to further pursue such request if the Payee denies such request. You will be notified of the final resolution.

UNIBANK FOR SAVINGS

49 CHURCH STREET

WHITINSVILLE, MA 01588

Business Days: Monday through Friday

Excluding Federal Holidays

Phone: 1-800-578-4270

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

Revised: 10/24