



## **UniBank Online Bill Pay and Pay a Person Agreement**

The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect governing your account. In addition to those terms define within the body of this Agreement, the terms listed below have defined meanings for the purpose of this Agreement:

### **Service Definitions**

"Service" means the bill payment service offered by the Bank, through Payveris, A Division of Paymentus. "Agreement" means these terms and conditions of the bill payment service.

"Biller"/ "Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Funding Account" is the checking account from which bill payments and service fees will be auto debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

### **Payment Scheduling**

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller 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 must 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.

### **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 to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

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:

1. 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;
2. 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;
3. 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; and /or
4. 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. 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.
5. If funds are subject to legal process or other encumbrance restricting such transfer.
6. Other exceptions stated in our agreement with you.

## **Confidentiality**

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

1. **Where it is necessary for completing transfers; or**
2. **In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or**
3. **In order to comply with government agency or court orders; or**
4. **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.

## **Online Bill Pay Limitations**

If you have enrolled in Online Bill Pay, you may access this feature 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. Bill payments are limited to \$50,000 per day. Pay a Person payments are limited to \$5,000 per transaction, \$5,000 per day. Please also see Online and Mobile Banking Agreement for other terms and conditions. See Schedule of Service Fees.

## **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 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.

### **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.

### **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.

### **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 Funding 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:

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

### **Alterations and Amendments**

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. Any use of the Service after the Service provides 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 applications, 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 applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

### **Address or Banking Changes**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made by contacting Customer Service. Any changes in your Funding Account should also be made in accordance with the Online and Mobile Banking application requirements. All changes made are effective immediately for scheduled and future payments paid from the updated Funding Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Funding Account or contact information.

### **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.

**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 7:00 a.m. to 6:00 p.m. Eastern Standard Time on business days which include Monday through Friday, except for federal banking holidays.

## **Periodic Statements**

You will get a monthly account statement from us for your checking and savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

## **Error Resolution**

In case of questions or errors about online funds transfers, Bank-to-Bank Transfers, or bill payments made through the UniBank Online Banking Center, you should do one of the following: Send us an e-mail by filling out the appropriate e-mail form accessible after signing on with your password to a secure session. For questions or errors about Online Banking transfers between your UniBank accounts or Bank-to-Bank Transfers between your UniBank account and a linked external account you should click the "Services" button and select the "Questions about your account" e-mail form.

## **Contact in Event of Unauthorized Transfer or In Case of Errors or Questions about Electronic Funds Transfers**

UNIBANK FOR SAVINGS  
DEPARTMENT

Business Days: Monday through Friday (Excluding Federal Holidays) OPERATIONS  
Business Hours: Monday through Friday 8:30 a.m. to 5:00 p.m.

*Write to us at:*

*Call us at:*

49 CHURCH STREET

Phone: (800) 578-4270

WHITINSVILLE, MA 01588

1. Tell us your name and Account number.
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 verbally, 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 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 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. For errors involving new accounts, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your Account for the amount you think is in error. 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.