



## SERVICES, TERMS AND CONDITIONS

for

### [USSCO](#) Home Banking and Bill Pay

The following terms and conditions govern the manner in which USSCO FEDERAL CREDIT UNION will provide Home Banking and Bill Payment services to You:

#### **Our Customer Service Information**

Our Customer Service is available at (814) 266-4987 during the following hours:

- From 8:00am to 4:30pm Monday through Thursday and 8:00 am to 6:00 pm Friday

After hours, on Saturdays and on Sundays calls are answered by a voice mail system.

Mail may be addressed to:

USSCO FEDERAL CREDIT UNION

532 Oakridge Drive

Johnstown, PA 15904

#### **Services**

You authorize Us to utilize Mid Atlantic Corporate Credit Union to provide the Services to You on Our behalf.

Payment of taxes or court directed payments via the Services are prohibited.

We reserve the right to refuse to make any payment and /or transfer.

Funds will arrive at Your targeted Merchant and/or Account as close as reasonably possible to the date designated by You in Your payment and/or transfer instruction (Payment Date). Subject to the terms and conditions of this Agreement, You authorize US, and any third party acting on Our behalf, to choose the most effective method to process Your payment and/or transfer, including, without limitation, electronic paper or some other draft means. For each properly instructed payment to an eligible Merchant and/or transfer to a targeted Account there will be a payment or transfer conformation for you to print out.

The Payment date indicated by You must always be a Business Day (as defined below). If it is not, the Payment Date will be deemed to be the first Business day after the date indicated.

**Unless you print this conformation page, we shall not be liable for any failure to make a payment and /or transfer, including any finance charges or late fees incurred as a result. It is also important that the payment date is on or before the merchant due date, not the late date. The time for us to process your payment varies according to the particular merchant, you must become familiar with the payment processing time for each merchant you desire to pay, and allow the appropriate number of business days between the date you input your payment instruction and the payment date. In the event that you do not adhere to the obligations set forth in this agreement, or you schedule a payment less than the number of business days before the due date required for a particular merchant, you will bear full responsibility for all penalties and late fees and we will not be liable for any such charges or fees. The service assumes no liability for the late posting or misapplication of payment once the merchant receives the funds. This absence of liability, however, does not preclude service from working to resolve these types of issues when they arise. If required we will be responsible for providing provisional credit if payment disputes this action.**

**Limitation** Under no circumstances will We be liable if We are unable to complete any payments and/or transfers indicated in a timely manner via the Services because of the existence of any one or more of the following circumstances:

1. You do not print a conformation page at the time You initiate a payment and/or transfer.
2. The designated Account does not contain sufficient funds to complete the payment and/or transfer.
3. You have closed the designated Account.
4. We have identified You as a credit risk and have chosen to (i) make all payments and/or transfers initiated by You via the Services utilizing a paper, as opposed to electronic, method, or (ii) to terminate Your subscription to the Services.
5. The Services, Your equipment, the software, or any communications link is not working properly and You know or have been advised by Us about the malfunction before You execute the transaction.
6. You have not provided Us with the correct information for those Merchants to whom You wish to direct payment or Accounts to which You wish to make a transfer
7. The Merchant mishandles or delays handling payments sent by Us.
8. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside source) prevent the proper execution of the transaction and We have taken reasonable precautions to avoid these circumstances.
9. Federal Regulations limit pre-authorized transfers from your regular share account to no more than six, (6) per account, per month. This includes transfers by phone, fax, cable over-draft transfers to checking and Internet instruction.

**We are not responsible for any other loss, damage or injury, whether caused by your equipment or software, the services, or any technical or editorial errors contained in or omissions from any user guide/brochure related to the services. We shall not be responsible for any direct, indirect, special or consequential damage arising in any way out of the installation, use or maintenance of your equipment, software or the services, except where the law requires a different standard.**

**Payment Cancellation /Modification** Except for those transfers which are completed immediately, You may cancel or modify a payment up to 7:00am Eastern Time (ET) the same Business Day You schedule your payment.

**Statements** All payments and/or transfers made via the Services will be listed on Your monthly Account statements (Statement) that you receive from Us.

**New Services** We may, from time to time, introduce new services or enhance the existing Services. We shall notify You of the existence of these new or enhanced services. By using these services when they become available, You agree to be bound by the obligations concerning these services, which will be sent to You.

**Care of Your Security Code and Security** You agree that You will not give your pin/password or make it available to any other person. If you believe that Your pin/password has been lost or stolen, or that someone has made payments and/or transfers using your pin/password without Your permission, notify Us IMMEDIATELY by phone any time during Customer Service hours or send an electronic message through the Service.

**Your Liability for Unauthorized Payments** If you believe that your pin/password has been lost or stolen, notify Us IMMEDIATELY as provided above in order to keep your possible losses down. If you notify Us within two (2) Business Days after You learn of the loss or theft, your maximum liability is \$50.00.

If you do NOT notify Us within two (2) Business Days after You, learn of the loss or theft of your pin/password, and We can prove that We could have prevented someone from using Your pin/password if You had told Us in time, Your maximum liability is \$500.00.

If your Statement contains payments and/or transfers that You did not make, notify Us IMMEDIATELY. If you do not notify Us within sixty (60) days after the Statement was mailed to You, You may not get back any of the money You lost, if We can prove that We could have stopped someone from taking the money if You had told Us in time. If a good reason (such as a hospital stay or a long trip) prevented You from telling Us, We may at Our discretion, extend the time.

**Errors and Questions** Contact Us as soon as possible if You think that a payment and/or transfer listed on Your statement is in error, if you believe unauthorized access occurred on your account or your pin or password has been stolen, or that someone has transferred or may transfer money from your account by accessing your account without your permission, or if You need more information about a payment and/or transfer listed on the Statement call USSCO Monday through Friday between the hours of 9:00am and 4:00pm at (814) 266-4987; send email to [memserv@ussco.net](mailto:memserv@ussco.net); or write to us at USSCO FCU, 532 Oakridge Drive, Johnstown, Pa 15904. We must hear from You no later than sixty (60) days after You receive the first Statement on which the problem or error appears.

When You call or write Us, You must:

1. Tell Your name and Account Number
2. Describe the payment and/or transfer You are unsure about (Merchant name, Account information, Transaction Date, Transaction Amount) and explain as clearly as You can why You believe it is an error or need more information. If possible, please provide Us with the copy of the printed transaction.
3. Tell Us the dollar amount of the suspected error. If You tell Us orally, or by using the Services electronic mail, We may require that You send Your complaint in writing within ten (10) Business Days. We will tell You the result of Our investigation within ten (10) Business days after We receive Your complaint and will correct any Service error promptly. If We need more time, We may take up to forty-five (45) days to investigate the complaint or question. If We decide to do this, We will recredit Your Account within ten (10) Business Days after we hear from you, for the amount You think is in error so that You may have the use of the money during the time it takes to complete Our investigation. If We ask You to put Your question or complaint in writing and We do not receive it within ten (10) Business Days, We may not recredit Your Account.

If We decide that there was no error, We will mail or transmit to You a written explanation within three (3) Business Days after We have completed the investigation, and within ten (10) Business Days of the date of such explanation, We will debit Your Account of the amount previously recredited to You for use during the time We took to complete Our investigation. You may ask for copies of documents used during Our investigation.

**Disclosure of Account Information to Third Parties** We will only disclose information to third parties about Your Accounts

1. When it is necessary for completing payments and/or transfers;
2. In order to comply with a government agency or court order, or
3. If You give us Your permission.

## Charges

In the event We are unable to process a Service transaction, (if, for example there are insufficient funds in Your designated Accounts) the transaction will result in a “Failed Payment and/or Transfer.” In such event, We will charge the total cost of the transaction, including any service charges, to You. In the event of repetitive Failed Payment and/or Transfer, We reserve the right to suspend Your subscription to the Services. This suspension may be without prior notice to You. If Your subscription is suspended, transactions, which were previously initiated, may still continue to be processed unless canceled and confirmation of such cancellation is provided as specified below. Customer Service will handle suspension and all inquiries and correspondence relating thereto including requests for reinstatement. In the event Your subscription is suspended, We will notify You by mail to Your listed address. With respect to any Failed Payment and/or Transfer, You agree to reimburse Us within fourteen (14) days, after notice is sent to You, for any fund We have already paid to one or more of Your designated Merchants, which We were unable to recover by debit to the Merchant or charge to You.

If You do not pay any amount owed to Us when due, You agree to pay interest on the unpaid balance at the rate of 18% per annum, or 1.5% per month (or the maximum rate allowed by applicable law, if less). In the event that Your claim or debit has to be referred to a third party for collection, You agree, to the extent permitted by law, to pay all costs and fees incurred in collecting the outstanding balances, including reasonable attorneys’ fees and court costs.

**Fee Schedule** You agree to pay Us the fees to be published by Us from time to time.

## Additional Terms and Conditions

1. In addition to the foregoing, You agree to be bound by and comply with the requirements of the Services User Guide and applicable state and federal laws and regulations. We agree to be bound by them too.
2. We reserve the right to terminate Your use of the Services, in whole or in part, at any time without prior notice.
3. You may cancel Your subscription to the Services, upon thirty (30) days’ prior notice to Customer Service. You will be responsible for all payments and/or transfers You have requested prior to termination and for all other charges, fees, and taxes incurred.

**Be sure to cancel all outstanding payments within the 30-day notification period. We will not be liable for payments not cancelled or made due to your actions related to service termination.**

4. These Terms and Conditions, the Services User Guide and applicable Service fees and charges may only be altered or amended by Us. In such event, We shall send notice to You at your listed address or transmit notice of the alteration or amendment over the Services. Your use of the Services following receipt of such notice constitutes acceptance of such alterations or amendments.
5. In the event of a dispute regarding the Services, You and We agree to resolve this dispute by looking to these Terms and Conditions. These Terms and Conditions shall supersede any and all other representations made by You or Our employees.
6. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Pennsylvania.
7. Business Days are Monday through Friday excluding normal banking holidays.