



**OAS** FCU

## **OAS FCU Alacriti Loan Payment Portal Service Terms of Use and Agreement**

**Please review the Terms and Conditions below and click the "I Agree" button to continue.**

*After you agree, you will find these Terms of Use and Agreement on your OAS FCU Online and Mobile Banking, as well as under "Agreements and Disclosures" and at the bottom of the Loan Payment Portal.*

This is your Loan Payment agreement with OAS Staff Federal Credit Union ("Billpay Provider", "OAS FCU", and "Credit Union"). You may use this Loan Payment Portal Service (the "Service"), to make payments to your loan account(s) with us. "You" or "your" means each person who signs or otherwise indicates assent to this Agreement or is otherwise authorized to use the Service. "We", "us" or "our" means the Billpay Provider set forth above.

By registering for this Service you authorize OAS FCU to process the transactions permitted under this Agreement as requested by you and for the Credit Union, or its designee, to post pending and completed transactions to your account. You may request a payment be delivered on a one-time basis or you may request recurring payments. This option may be changed at any time by accessing the Service and changing your Payment Instructions in the System at least five (5) business days before the payment is scheduled and/or due. By logging into the Service and completing Payment Instructions, you authorize OAS FCU to debit your Debit Card or Financial Institution Account for any and all payments that have been agreed to under this Agreement, and direct the payment to the Credit Union, or its designee, as payment for amounts owed to OAS FCU.

### **Transfer Types and Limitations**

- Payment Types Accepted: You may use the Service to make payments to your account with us using a valid: (i) debit card number; or (ii) checking account number from a financial institution located in the United States("Payment Account"). Note: Some of these services may not be available through all payment channels.
- Limitations on Dollar Amounts of Transfer: You may use the Service to make payments up to a maximum of \$7500.00 per payment.
- Payments Currency: All payments that you make to OAS FCU using the Service will be made to the Credit Union in United States Dollars (USD\$). Contact your debit card issuer or financial institution to learn about their exchange rate system and any commissions you might incur with them.

### **Consent to Electronic Communications**

The terms of this Agreement are provided to you electronically via the Internet. Therefore, you understand and agree that this Agreement will be entered into electronically, and that the following categories of information ("Communications") from us may be provided by electronic means in accordance with OAS FCU's Electronic Record and Signature Disclosure and Agreement, to which you've already agreed.

### **The Loan Payment Process**

We will process Loan Payments on the business day you designate, provided the payment request is received

prior to the cut-off time set by us. Variable bill requests received after the business day cut off time or at any time on a non-business day will be processed on the next business day.

When scheduling Loan Payments, you must select a scheduled payment date (taking into account the processing information described in this document) that is no later than your actual Due Date of that loan. Scheduled Payment Dates and recommended delivery times should be prior to any late date or grace period. The Service and OAS FCU will not be responsible for any finance charges or penalties incurred for late payments that were due to invalid information entered by you.

When you have scheduled a Loan Payment, you authorize us to debit your Payment Account and remit funds on your behalf to the OAS FCU Loan(s) that you have selected for payment. You certify that your Payment Account is an account from which you are authorized to make payments and any payment you make will be debited from that account. You also authorize the credit of returned payments from using the Service.

We will incur no liability if we are unable to complete any payments initiated because of any of the following:

1. You did not provide us with complete and correct payment or transfer information;
2. You did not properly follow the instructions for use of the Service;
3. The Service is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
4. Your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed your credit limit or overdraft limit;
5. Your Payment Account is closed or has been frozen;
6. You, or anyone you allow, commits fraud or violates any law or regulation in connection with the Service;
7. Circumstances beyond our control (such as fire, flood, postal delay or improper transmission or handling by a third party) prevent, hinder or delay the transaction, despite reasonable precautions that we have taken; and/or
8. A legal order prohibits withdrawals from your Payment Account.

You agree to have funds available in the Payment Account you designate in amounts sufficient to pay for any Loan Payments requested as well as any other payment obligations you have to us. We reserve the right, without liability, to reject or reverse a Loan Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the Payment Account and we have not exercised our right to reverse or reject a Loan Payment, you agree to pay for such payment obligations on demand.

FOR RECURRING LOAN PAYMENT REQUESTS, IF YOU DESIGNATE A PROCESSING DATE OF THE 28TH THROUGH THE 31ST OF A MONTH, PROCESSING WILL BE INITIATED ON THE LAST CALENDAR BUSINESS DAY OF THE MONTH. Otherwise, recurring payment requests will be processed on the dates you have designated.

## **Business Days; Cut-off time**

"Business Day" means Monday through Friday, banking holidays and Federal Emergency closure days excluded. "Partial Business Day" means a Business Day when the Credit Union is open for a shorter period of time due to holiday or other reason.

On Business Days the standard cut-off time is 5:00 p.m. EST/DST. On Partial Business Days, we will attempt to maintain the standard cut-off time. In the event that we're unable to do so, we will inform you of that fact as early as possible.

## **Cancelling Non-Recurring Loan Payments**

Any Loan Payment that is not a recurring Loan Payment can be changed or canceled, provided you access the Service prior to the cut-off time on the business day prior to the business day the Loan Payment is going to be initiated. You may cancel Loan Payments by contacting the ACH Department at 202-458-3834 or via email to [e-services@oasfcu.org](mailto:e-services@oasfcu.org).

## **Cancelling Recurring Loan Payments**

You may stop payment on a recurring Loan Payment or transaction by accessing the Service or by notifying us either by telephone or in writing at least five (5) business days before the scheduled date of the Loan Payment or transaction. We may require you to provide us with written confirmation of cancellation and, if so, we will not process your request until it has been received. You may cancel recurring Loan Payments by contacting the ACH Department at 202-458-3834, sending a message via the Online Banking Messaging Center or via email to [e-services@oasfcu.org](mailto:e-services@oasfcu.org).

## **Periodic Statements**

Any Loan Payments that you make will appear on the Loan Account to which they were made on every OAS FCU monthly statement on which we received a payment. The paying-to transactions will appear only on the statement issued by your bank or other financial institution that owns your Payment Account. **SAVE THE RECEIPTS YOU ARE GIVEN WHEN YOU USE THE SERVICE, AND CHECK THEM AGAINST THE ACCOUNT STATEMENT YOU RECEIVE FROM YOUR BANK OR OTHER FINANCIAL INSTITUTION.** You agree to promptly review your monthly statement from your Financial Institution and to notify us immediately if there are any suspected unauthorized payments or errors related to the Service. (See the Unauthorized Transactions and Errors section.)

## **Unauthorized Transactions and Errors in Debit Requests and/or Loan Payments**

Contact your Payment Account Financial Institution immediately if you believe anyone has improperly obtained your PIN, or if you suspect any fraudulent activity or unauthorized transactions. Also, if your statement reflects any errors or unauthorized transactions, tell them at once. OAS FCU will only correct erroneous Loan Payments under the following circumstances:

- The Loan Account had been paid off but a recurring payment series was not cancelled within 5 days of the Payment Date as indicated in the "Cancelling Recurring Loan Payments" section above.
- The Loan Payment error was proven to be made by OAS FCU.

Please notify our ACH Department by phone at 202-458-3834 or email to [e-services@oasfcu.org](mailto:e-services@oasfcu.org) if we made

the wrong Loan Payment. Any wrong Loan Payments will be corrected within 10 days of you contacting us. Please note that we will not correct Loan Payments that were not OAS FCU's mistake.

### **Liability**

You are solely responsible for controlling the safekeeping of and access to, your PIN and financial account credentials. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. You will be responsible for any Service payment request you make that contains an error or is a duplicate of another Service payment. We are not responsible for a Service payment that is not made if you did not properly follow the instructions for making a Service payment. We are not liable for any failure to make a Service payment if you fail to promptly notify us after you learn that you have not received credit for a Service Payment. We are 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 our agent. In any event, we will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if we have knowledge of the possibility of them. We are not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control.

### **Confidentiality of Information**

All information that you provide OAS FCU and this Loan Payment Service during your use of the Service will be treated in accordance with what we establish on OAS FCU's [Privacy Notice](#).

We will disclose information to third parties about your Service account, Payment Account or the transactions you made (i) where it is necessary for completing transactions; (ii) in order to comply with government agency or court orders; or (iii) if you give us your written permission. We shall be free to disclose the tax treatment or tax structure of any transaction under this Agreement.

### **Change in Terms; Termination**

We have the right to change this Agreement at any time. For any change that results in: (i) increased fees, (ii) increased liability to you; (iii) fewer types of available electronic fund transfers, or (iv) stricter limitations on the frequency or dollar amount of transfers, we will provide 21 days prior written notice to your email account at the last address shown for the account in our records, by posting notice on our Service website, or as otherwise permitted by law. We may, however, change this Agreement without prior notice if necessary to maintain or restore the security of the Services or your Account.

We have the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to 1889 F NW, Washington DC, 20006 or via email to [e-services@oasfcu.org](mailto:e-services@oasfcu.org). We are not responsible for any payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by us on your behalf.

### **Virus Protection**

We are not responsible for any electronic virus that you may encounter using the Service. We encourage you to routinely scan your computer and diskettes using reliable virus protection products to detect and remove viruses. If undetected and not repaired, a virus can corrupt and destroy your programs, files and hardware.

### **Damages and Warranties**

In addition to the terms previously disclosed, we are not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or

consequential, (collectively, "Losses") caused by the use of the Service. Without limiting the foregoing, we will not be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond our reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; (ii) a technical malfunction that was known to you at the time you attempted to initiate a transaction, or in the case of a pre-authorized transfer, at the time such transfer should have occurred; or (iii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, or ACH network. We provide the Service from our own sites and make no representation or warranty that any information, material or functions included in the Service are appropriate for use by you in your jurisdiction. If you choose to use the Service, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. We do not warrant the adequacy, accuracy or completeness of any information provided as a part of the Service. We do not make any representations or warranties regarding the accuracy, functionality or performance of the Service. We disclaim any express or implied warranties, including any warranties of merchantability, fitness for a particular purpose or error-free operation.

### **Indemnification**

You shall indemnify, defend and hold us and our officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, harmless from and against any "Losses" arising out of: (i) your negligence; (ii) your failure to comply with applicable law; or (iii) your failure to comply with the terms of this Agreement.

### **Applicable Rules, Laws, and Regulations**

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of the District of Columbia, as well as the federal laws of the U.S.A. Venue for any action arising out of this Agreement shall be in a court of competent jurisdiction covering the District of Columbia, U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

### **General Provisions**

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and us. If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and us, this Agreement will control. We shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of our rights under this Agreement. No waiver by us of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement. This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law. We may assign our rights and/or delegate all or a portion of our duties under this Agreement to a third party.

I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL ITS TERMS.