



USAA Federal Savings Bank
10750 McDermott Freeway
San Antonio, Texas 78288-0544

TERMS AND CONDITIONS OF THE USAA PAY BILLS SERVICE

Effective September 8, 2023

These Terms and Conditions govern the USAA Pay Bills Service and supplement the Depository Agreement and Disclosures, the Account and Service Fee Schedule, and other account opening documents, which are a part of these Terms and Conditions and are incorporated herein by reference. Use of the Service constitutes your acceptance of these Terms and Conditions, as they may be amended from time to time.

These Terms and Conditions are applicable to Bill Payments you schedule to Payees other than USAA Federal Savings Bank, or FSB, or its affiliates. Payments you schedule to pay loans, credit cards, insurance products, or other products or services offered by FSB or its affiliates from your FSB checking account are subject to the terms and conditions contained in the Depository Agreement and Disclosures. Please note that payments to FSB or its affiliates from your FSB checking account will appear in the USAA Pay Bills section on the USAA Mobile App or usaa.com.

“You,” “your,” and “yours” refers to each owner and Authorized Signer on the Payment Account. “FSB,” “us,” “our,” or “we” refers to USAA Federal Savings Bank. For additional definitions of terms used in these Terms and Conditions, please see the following information and the *Glossary* section of the Depository Agreement and Disclosures.

- “Bill Payment” is the remittance of funds to a Payee using the Service.
- “Business Day” is Monday through Friday, excluding Federal Reserve holidays.
- “Due Date” is the date reflected on your Payee statement for which the payment is due; it is not the late date or grace period.
- “Payee” is any party that you direct a Bill Payment to using the USAA Pay Bills service.
- “Payment Account” is the FSB checking account from which Bill Payments will be debited.
- “Payment Instruction” is the information provided by you to the Service for a Bill Payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, amount of the Bill Payment, Payment Account and Scheduled Payment Date).
- “Scheduled Payment” is a Bill Payment that has been scheduled through the Service but has not begun processing.
- “Scheduled Payment Date” is the day you want your Payee to receive your Bill Payment and is also the day your Payment Account will be debited unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
- “Service” means the Bill Payment service, also known as USAA Pay Bills, offered by USAA Federal Savings Bank through the Service Provider.
- “Service Provider” means an unaffiliated third party that processes your Bill Payments.

Enrollment

We or the Service Provider may reject your enrollment in the Service for any reason without notice.

Payment Scheduling

The earliest possible Scheduled Payment Date for each Payee (typically five or fewer Business Days from the current date) will be displayed within the Service when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date sooner than the earliest possible Scheduled Payment Date designated for each Payee. 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 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 Payees or financial institutions, some transactions may take longer to be credited to your Payee’s account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its

Due Date as long as the payment was scheduled in accordance with the guidelines described under “Payment Scheduling” in these Terms and Conditions.

Payment Authorization and Payment Instruction

By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that you provide through the Service. To process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives. When the Service receives a Payment Instruction, you authorize the Service (through the Service Provider) to debit your Payment Account and remit funds on your behalf to the Payee 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 Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use commercially reasonable 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 Payment Account or Overdraft Protection protecting account does not contain enough available funds to complete the transaction;
2. The Service’s 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 provided the Service with incorrect or incomplete Payment Instructions; and/or,
4. Circumstances beyond the 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 Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

Payment Methods

The Service reserves the right to select the method by which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment or a check drawn on your Payment Account that is issued by the Service Provider. When the Service Provider issues a check, the funds will be deducted from your Payment Account when the check is presented to us for payment.

Payment Cancellation Requests

You may cancel or modify any Scheduled Payment (including recurring payments) by following the directions within the Service. There is no charge for canceling or modifying a Scheduled Payment. Once the Service has begun processing a Scheduled Payment, it cannot be canceled or modified, therefore a stop payment request must be submitted (see *Stop Payment Requests* provision).

Stop Payment Requests

The Service’s ability to process a stop payment request for a payment made by check will depend on whether or not the check has been presented for payment. 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 USAA Customer Service at 210-531-USAA (8722), 800-531-8722, (TTY:711/TRS) or #8722 on a mobile device. Although the Service will make efforts to accommodate your request, the Service will have no liability for failing to do so, except as otherwise required by law. If applicable, the charge for each stop payment request will be the current charge for such service as set out in the Account and Service Fee Schedule. For payments that are set up through the Service to occur on regular, recurring intervals and are paid through the Service via electronic payment or by check, see the *Stop Payment of Preauthorized Payments provision of the Electronic Banking Services* section of the Depository Agreement and Disclosures for additional terms and conditions on stop payments.

Prohibited Payments

Payments to Payees outside of the United States or its territories are prohibited through the Service. You may not use the Service to conduct any activity that would violate applicable law or the Depository Agreement and Disclosures.

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. The Service Guarantee, as it applies to any late payment related charges, is void when these types of payments are scheduled and/or processed by the Service. Unless otherwise required by law: in no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments; the Service has no obligation to research or resolve any claim resulting from an exception payment; and all research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

Bill 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:

1. 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. The Service may, at the request of the Payee, provide to the Payee your e-mail address, service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing you about Service and/or bill information.
2. 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 60 days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement, or statements, 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.
3. Authorization to obtain bill data — Your activation of the electronic bill feature for a Payee shall be deemed by the Service to be your authorization for the Service to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide the Service with your username and password for that Payee. By providing the Service with such information, you authorize the Service to use the information to obtain your bill data.
4. Notification — The Service will use commercially reasonable efforts to present all of your electronic bills promptly. The Payee initiates and maintains your electronic bills. If you have any questions concerning your electronic bill, please contact your Payee. In addition to notification within the Service, the Service may send an e-mail 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.
5. 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 60 days, depending on the billing cycle of each Payee. The Service will notify your electronic Payee or Payees 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.
6. Non-Delivery of electronic bill or bills — You agree that FSB and the Service will not be liable for any damages if the Payee fails to deliver your statement or statements. You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.
7. Accuracy and dispute of electronic bill — The Service is not responsible for the accuracy of your electronic bill or bills. The Service is only responsible for presenting the information we receive from the Payee. Any disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

These Terms and Conditions do not alter your liability or obligations that currently exist between you and your Payees.

Limits

The maximum dollar limit per transaction is \$49,999.99.

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.

Password and Security

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us at once by calling 210-531-USAA (8722), 800-531-8722, (TTY:711/TRS) or #8722 on a mobile device.

Your Liability for Unauthorized Transfers

Your rights and responsibilities regarding unauthorized electronic fund transfers are provided in the *Your Liability for Unauthorized Transfers* provision in the *Electronic Banking Services* section of the Depository Agreement and Disclosures.

Errors and Questions

In case of errors or questions about your electronic fund transfer, see the *Error Resolution Procedure* provision in the *Electronic Banking Services* section of the Depository Agreement and Disclosures.

Service Fees and Additional Charges

There is no cost to initiate a Bill Payment through the Service. However, you agree to pay, and authorize the Service to deduct, the amount of any fees and other amounts you owe after you initiate a Bill Payment (for example, a Stop Payment or Overdraft Fee, if applicable) even if it results in your Payment Account being overdrawn. We may exercise our right of setoff to recover any fees and other amounts owed to us. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider. Please see the Depository Agreement and Disclosures and Account and Service Fee Schedule for more information concerning setoff and applicable fees.

Declined or Returned Transactions

In using the Service, you are requesting the Service (through the Service Provider) to make Bill Payments to the Payee on your behalf, and to debit the amount of the Bill Payment from your Payment Account. If the Service is unable to complete the transaction for any reason associated with your Payment Account, the transaction will not be completed. If the Service determines that you do not have enough available funds in your Payment Account or, if applicable, your Overdraft Protection protecting account, to pay for the item, or items, the item, or items may be declined or returned unpaid or may cause an overdraft, as applicable. Overdraft fees may apply. See the *Overdraft Policy* provision in the *Using Your Account* section of the Depository Agreement and Disclosures for more information.

In some instances, the Service Provider, in its sole discretion, may remit funds on your behalf to the Payee in connection with a Payment Instruction even if your Payment Account has insufficient funds to pay for the item, or items, and the Service Provider may do so before verifying that your Payment Account has sufficient available funds. If this occurs, the Service Provider may seek reimbursement of such remittance of funds, and the Service may debit your Payment Account to accomplish such reimbursement. You agree that:

1. You will reimburse the Service Provider for any funds owed in connection with its remittance of funds, on your behalf, to the Payee of a Bill Payment;
2. The Service may make additional attempts to debit funds from your account in order to accomplish such reimbursement;
3. An Overdraft Fee may apply if the debit of your Payment Account causes an overdraft. Please see the Depository Agreement and Disclosures and the Account and Service Fee Schedule for more information;

4. You will reimburse the Service Provider for any fees it incurs in attempting to collect the amount of the declined or returned item or items from you; and,
5. The Service Provider reserves the right to report the facts concerning the declined or returned item or items to any credit reporting agency.

Changes to the Terms & Conditions

These Terms and Conditions, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service generally provides notice in advance to you of any adverse changes. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change or changes. 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 these Terms and Conditions 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 either within the Service or by contacting USAA Customer Service at 210-531-USAA (8722), 800-531-8722, (TTY:711/TRS) or #8722 on a mobile device. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the Service's Help files. All changes made are effective for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

Service Termination or Suspension

We or the Service Provider may terminate or suspend your enrollment in the Service at any time, without notice. For example, if you owe the Service Provider any outstanding payment amounts or associated fees, the Service Provider reserves the right to terminate or suspend your Service. To use the Service, you must maintain an eligible funding account with USAA. If you choose to close your eligible funding account and no other funding account is available, you will lose access to the Service until another funding account is enrolled. If your account enrollment is terminated or suspended, you must contact USAA to engage with the Service Provider to resolve any outstanding debts and request reactivation of the Service.

In the event you wish to terminate the Service, you can do so by contacting USAA Customer Service via one of the following:

1. Call us at 800-531-USAA (8722), 210-531-8722, (TTY:711/TRS) or #8722 on a mobile device during business hours. See the Contact Us section of usaa.com for a listing of business hours.
2. Contact us through "Messages" on the USAA Mobile App or usaa.com; or,
3. Write us at: USAA Federal Savings Bank 10750 McDermott Freeway, San Antonio, TX 78288-0544

Any payment, or payments, the Service has already processed before the requested termination date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is terminated. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under these Terms and Conditions.

Payee Limitation

The Service Provider reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under these Terms and Conditions.

Returned Payments

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

Information Authorization

Your enrollment in the Service may not be fulfilled if the Service Provider cannot verify your identity or other necessary information. You agree that the Service Provider reserves the right to obtain information regarding your account from a Payee (for example, to resolve payment posting problems or for verification).

Dispute Resolution

You agree to resolve disputes in connection with the Service according to the *Arbitration and Waiver of Class Action* section in the Depository Agreement and Disclosures. That section contains important information about how a dispute will be resolved between us if one occurs. That section may limit your rights to go to court, have a jury trial or initiate or participate in a class action. Please read that section carefully.

Assignment

You may not assign these Terms and Conditions to any other party. The Service may assign these Terms and Conditions to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under these Terms and Conditions to independent contractors or other third parties.

No Waiver

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of these Terms and Conditions.

Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law provisions. To the extent that the terms of these Terms and Conditions conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of these Terms and Conditions shall remain in full force and effect.

LIMITATION OF LIABILITY

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.