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## Bill Pay Services TERMS AND CONDITIONS

### Introduction:

You may use Texas Bank and Trust Company's (Texas Bank and Trust) bill paying service, Bill Pay, to direct us to make payments from your designated checking account to the Payees you choose in accordance with these Terms and Conditions (Terms). Since Bill Pay is part of our Digital Banking Services, your use of Bill Pay is governed by these Terms and Conditions and the Digital Banking Services Agreement (Main Terms) which incorporates by reference these Terms. Also, these Terms are in addition to the account agreements, disclosures and other documents in effect from time to time governing your TBT Bank Accounts. In the event of a conflict between the terms of the above-referenced agreements and these Terms, the terms of the applicable agreement will prevail unless otherwise stated in the applicable agreement or the Main Terms. All terms not defined herein are defined in the Main Terms.

### Notifications:

By enrolling in Bill Pay you agree to receive email notifications for any activation, alert, eBill, payee, payment, reminder, secure message, transfer or any other similar notifications that may be sent via email for the purpose of notifying you of additions/updates occurring within the Bill Pay system.

Should you choose not to receive emails for any of the above listed notifications, you may opt-out of the Bill Pay service by contacting Payment Support by phone at 903-237-2498 or 800-263-7013 / Option 3 or email at [Payments@texasbankandtrust.com](mailto:Payments@texasbankandtrust.com), and unsubscribing from the use of the service. By unsubscribing, you will no longer have access to Bill Pay features and functions; however, you can re-enroll at any time.

### Email Security Recommendations:

As a security measure, Texas Bank and Trust makes commercially reasonable efforts to avoid sending any email that contains clickable links; however, in some instances this is unavoidable due to the nature of the system or application being used. By enrolling in the Bill Pay service, you acknowledge and consent to receive email notifications that may contain links. **Texas Bank and Trust strongly recommends that you copy the link and paste it into your web browser instead of clicking on the link to activate the site it is trying to connect you to.** We also strongly recommend that you exercise extreme caution when clicking on links. It is possible for hackers to intercept any form of email communication, spoof the email address and send out numerous fictitious emails directing victims to a fraudulent website to gather bank account information.

By agreeing to these Terms and Conditions, you acknowledge and agree that you are aware of and accept the risks associated using the Bill Pay service and receiving email notifications associated with the service.

### System Requirements:

- User must be an active Digital Banking customer
- User must have current or most recent prior version of Internet Explorer, Firefox and/or Google Chrome
- Acknowledgement of this agreement is required to make Bill Pay Services available within digital banking.

### Fees:

Monthly, transaction and rush payment fees may vary based on account type. See your account disclosures provided at account opening.

### Services:

[www.texasbankandtrust.com](http://www.texasbankandtrust.com)  
1-800-263-7013

- **Single Payments** – A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment’s processing date, provided the payment is submitted prior to the daily processing time on that date. The daily processing times for scheduled payments are 7:00 am and 2:00 pm CST.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and federal holidays) as the payment’s processing date, the payment will be processed on the first business day following the designated processing date.

- **Recurring Payments** - When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and federal holidays), it is adjusted based upon the following rules:
  - If the recurring payment’s *Pay Before* option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
  - If the recurring payment’s *Pay After* option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

**Note:** If your frequency settings for the recurring payment specify the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

- **Single and Recurring Payments** - The system will calculate the Estimated Arrival Date of your payment. **This is only an estimate, so please allow ample time for your payments to reach your Payees.**
- **Person-to-Person** payment feature will generate an email from your email address, (must have a valid email address on file), advising the payee to click on a link directing them to a secure website to enter the activation code that you provide via email, telephone or text message (recommended). Once the payee has logged on to the secure website and entered the passcode, they will enter their routing and account number in order to receive payment. This is only necessary for the first payment for that payee unless the payee changes the bank account.

*Our Recommendation for Recipient:* copy the link and paste it into a web browser. Texas Bank and Trust strongly recommends that the payee be advised to exercise extreme caution when clicking on links. It is possible for hackers to intercept the email, spoof the email address and send out numerous fictitious emails directing victims to a fraudulent website to gather bank account information.

You also have the options of entering the routing and account numbers provided to you by the payee or sending them a paper check. The funds will be deducted from your account and deposited directly into the recipient’s account in one to three business days, with the exception of the paper check option.

- **External Transfers** may be made between your accounts at a different institution. **This service is only to be used with external accounts in which you are an account owner.** By using this service, you agree not to add external accounts for which you are not authorized. Digital banking transfers between TBT accounts can be made using the transfer screen under the Accounts Tab.
- **eBill** allows you to have your monthly payment information sent to your digital banking account in order for you to view and pay your current bill within digital banking. You must have prior login credentials in place for your payees’ website in order to use this feature.



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- **Donations** allows you to send a donation to your favorite charity or organization in honor or memory of someone.

**Cancelling a Payment** – A bill payment can be changed or cancelled any time prior to the earliest cutoff processing time on the scheduled processing date.

**Liability:**

- You are solely responsible for controlling the safekeeping of and access to your Digital Banking ID and Password. You agree to keep your Digital Banking ID and Password and any other access codes confidential to prevent unauthorized access to your accounts and to prevent unauthorized use of the Digital Banking Services.
- You will be responsible for any bill payment request made with your digital credentials. Texas Bank and Trust is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment(s).
- Texas Bank and Trust is not liable for any failure to make a bill payment if you fail to promptly notify the Bank after you learn that you have not received credit from a Payee for a bill payment.
- Texas Bank and Trust is 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 Texas Bank and Trust's agent.
- Texas Bank and Trust cannot control the timing and receipt of payments. You assume all responsibility for scheduling timely payments and verifying that your payee received your payment.

**Amendment:**

Texas Bank and Trust has the right to change these Terms at any time by electronic notice, delivering to you via our Digital Banking Services, or as otherwise permitted by law.

**Data Security:**

If you permit other persons or other entities to use your Digital Banking ID and Password, you are responsible for any transactions they authorize from your linked, eligible accounts. For security purposes, we recommend that you do not use the same codes or passwords you use on other bank services and products.

You should notify us immediately by phone at 903-237-2498 or 800-263-7013 / Option 3 or email at [Payments@texasbankandtrust.com](mailto:Payments@texasbankandtrust.com) if you believe any of your accounts have been accessed, your access codes have been taken or used without your permission, or in case of errors or questions about any transaction(s) initiated from your account. Contacting us right away could help reduce possible losses.

You are responsible for the security of your personal computer and/or mobile device.

You agree that you are responsible for updating and maintaining antivirus software on your personal device(s) for protecting your access codes and systems from viruses, worms, Trojan horses, malware, spyware or other similar harmful components that may enter your personal computer or mobile device by downloading, importing or otherwise obtaining information.

We will not be responsible or liable for any indirect, incidental or consequential damages that may result from such harmful components.

Visit [www.texasbankandtrust.com](http://www.texasbankandtrust.com) to find helpful information regarding FRAUD PROTECTION.

**Confidentiality:**

[www.texasbankandtrust.com](http://www.texasbankandtrust.com)  
1-800-263-7013



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You may use email to contact us about inquiries, maintenance, and/or problem resolution issues. Email, however, is not a secure method of communication; therefore, we do not recommend that you send any confidential information via email. If you would like a secure way to contact us, log on to Digital Banking and click the *Support* option.

**Termination:**

Texas Bank and Trust has the right to terminate these Terms and your access/use of Bill Pay at any time. You may terminate these Terms and your access/use of Bill Pay by written notice. Texas Bank and Trust is not responsible for any fixed payment made before the Bank has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the Bank on your behalf.

**Consent:**

By clicking *Yes, I accept the terms and conditions*, you affirmatively consent to Texas Bank and Trust's Bill Pay Terms and Conditions and the underlying Digital Banking Service Agreement, and you acknowledge and agree that you have read and fully understand these Terms and assume full responsibility for the security of your personal computer and/or mobile device when utilizing Texas Bank and Trust's Digital Banking and Bill Pay Services.