



MEMBER FDIC

**Texas Bank and Trust**  
**myPay (online bill payment services)**  
**TERMS AND CONDITIONS SERVICE AGREEMENT**

**Introduction:**

You may use Texas Bank and Trust's (herein after referred to as TB&T) bill paying service, **myPay**, to direct TB&T to make payments from your designated checking account to the "Payees" you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account.

**Notifications:**

By enrolling in myPay 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 purposes of notifying you of additions/updates occurring within the myPay system. Should you choose not to receive email for any of the above listed notifications, you may opt-out of the myPay service by contacting T3 Support, 903-237-1881 or 800-263-7013 / Option 8 or **T3@texasbankandtrust.com**, and unsubscribe from the use of the service. By unsubscribing, you will no longer have access to the myPay features and functions; however, you can re-enroll at any time.

**Notice-** some email and text message alerts/reminders are optional and may be scheduled at any time while accessing the myPay tab.

**Email Security Recommendations:**

As a best practice, TB&T does our best 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 myPay service, you acknowledge and consent to receive email notifications that may contain links. TB&T 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 too. TB&T strongly recommends 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 that you are aware of and accept the risks associated using the myPay service and receiving the email notifications associated with the service.

**System Requirements:**

- User must be an active Online Banking customer
- User must have current or most recent prior version of Internet Explorer, Firefox and/or Google Chrome
- myPay services are available via the Texas Bank and Trust mobile app as long as you have previously accepted these Terms and Conditions

**Fees:**

There is a minimum monthly fee of \$1.00 for the bill payer service which includes 3 transactions. Transactions in excess of the initial three will be charged at a rate of \$ .35 / transaction. Fees are charged on the last day of the month; not all account types are subject to these fees. All Standard bank charges for Texas Bank and Trust Company services apply. Different bill pay fees apply to Commercial accounts. The fee for the Gift Pay service is \$2.99 / transaction; rush payments will be charged \$34.95, \$29.95 or \$6.95 based on terms selected; donation payment fee is \$1.99.

**Services:**

**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 cut-off 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:

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

- 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".

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

**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 [*Best Practice Recommendation for Recipient: copy the link and paste it into the web browser*] 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 has to occur only one time for that payee unless payee changes their bank account. TB&T 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. By signing this agreement, you acknowledge that you are aware of and accept the risks associated using the Person-to-Person payment method which allows the payee to provide their banking 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. Internal online transfers can be made using the transfer screen under the Accounts Tab.

**eBill** allows you to have your monthly payment information sent to your online banking account in order for you to view and pay your current bill within the online banking environment. You must have prior login credentials in place for your payees' website in order to use this feature.

**Gift Pay** allows you to send a check with a personalized message designed for special occasions.

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

#### **Liability:**

- You are solely responsible for controlling the safekeeping of and access to your Online Banking ID and Password. You agree to keep your Online Banking ID and Password and any other access codes confidential to prevent unauthorized access to your accounts and to prevent unauthorized use of online Services.
- You will be responsible for any bill payment request made with your online 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
- TB&T 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
- TB&T 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 the Texas Bank and Trust's agent.

#### **Amendment:**

TB&T has the right to change this agreement at any time by electronic notice for the account on the Bank's records, by delivering to you via online banking, or as otherwise permitted by law.

#### **Data Security:**



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If you permit other persons or other entities to use your Online 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 products.

You should notify us immediately at 903-237-1881 or 800-263-7013 / Option 8 or **T3@texasbankandtrust.com** if you believe any of your accounts have been accessed or 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. Telephoning us right away may 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".

You may use email to contact us about inquiries, maintenance, and/or problem resolution issues. Email is not a secure method of communication; therefore we do not recommend that you send confidential information via email. If you would like a secure way to contact us, log on to Online Banking and use the Contact button, or you may go to our website **www.texasbankandtrust.com** and select the option to send a Secure mail message.

**Termination:**

TB&T has the right to terminate this agreement at any time. You may terminate this agreement by written notice to TB&T. TB&T 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" below, you affirmatively consent to Texas Bank and Trust's myPay Terms and Conditions Service Agreement, and acknowledge that you have read and fully understand this agreement and assume full responsibility for the security of your personal computer and/or mobile device when utilizing Texas Bank and Trust's Online Banking and myPay Services.