# **Bill Pay Terms and Conditions**

## 1. Introduction

These Terms and Conditions govern your use of Truliant's Bill Pay Service ("Service"). By enrolling in and using this Service, you ("you" or "Member") agree to comply with all terms stated herein. The terms of your Online Banking Agreement govern the use of Bill Pay. You acknowledge that you have received the Online Banking Agreement. The additional terms below apply to the Bill Pay service. If the terms of the Online Banking Agreement and these terms conflict, these terms shall take precedence.

Truliant reserves the right in its sole and absolute discretion to approve or decline a Bill Pay application. You will receive an email within three business days regarding our decision.

Truliant requires that you provide a United States address on the Bill Pay application in order to be approved for this service.

## 2. Service Overview

The Bill Pay Service allows you to initiate payments to third-party businesses or individuals using your Credit Union checking account. Under this model, the Credit Union may initiate and send payments **before** funds are debited from your account. You agree that all payments scheduled using the Service constitute a **promise to pay**, and that you are fully obligated to fund the payment amount.

Only one Bill Pay account is allowed per member. For individual members with a Bill Pay account who also own a business account, the Credit Union may approve a separate Bill Pay account for the business, provided that the business has a separate Tax Identification Number.

## 3. Payment Processing

- When a payment is initiated, the Credit Union may, at its sole discretion, send funds to the payee prior to debiting your account.
- You authorize the Credit Union to withdraw the full payment amount from your designated account, even if the funds are no longer available at the time of withdrawal.
- The payment amount will be debited from your account within 1-2 business days after the payment has been processed.
- If your account does not have sufficient available funds, the Credit Union may treat the payment as an overdraft, return the item unpaid, or pursue collection action.
- Payments can only be sent to payees within the United States and its territories.
- The payee may change their mailing address, name, or your account number at any time. You accept responsibility for making any necessary changes to your payee's information. An electronic payee's information may appear different from the postal mailing address.

- Payments must be sent 3 business days prior to the due date for electronic payments and 5 business days prior to the due date for payments processed by check. Payments will not be sent on Saturday, Sunday, or Federal Holidays.
- Payments will be sent on the authorized date; however, government, state, and local tax offices may not accept the payments. Contact your designated office to verify that they accept these types of payments.

**4. Member Obligations**

You agree to:

- Maintain sufficient funds in your designated account to cover any payments you schedule.
- Reimburse the Credit Union immediately if a payment is sent but the corresponding funds cannot be collected from your account.
- Allow the Credit Union to debit any of your accounts, initiate collection efforts, or take legal action if necessary to recover owed funds.

**5. Non-Sufficient Funds**

If your account has insufficient funds:

- You may be charged an overdraft fee under the terms of your deposit account agreement with the Credit Union.
- The Credit Union will attempt to collect the funds from your account three times. If the funds are not collected, the debt will be turned over to a collection service.
- The Credit Union reserves the right to suspend or terminate your use of the Service at any time. See also Section 9.
- You may be subject to collection or legal action.

**6. Security and Authentication**

You are responsible for safeguarding your digital banking login credentials. The Credit Union is not liable for payments made using your credentials unless you have notified us of unauthorized access.

**7. Liability**

You understand and agree that:

- The Credit Union provides the Bill Pay Service as a convenience and assumes financial risk to facilitate timely payments.
- The Credit Union is not responsible for any penalties, fees, or losses resulting from your failure to maintain sufficient funds.
- You assume full responsibility for all payments initiated under your account.

**8. Canceling or Modifying Payments**

You may cancel or modify a scheduled payment until it is in “processing” status. Once initiated and a payment is in “processing” status, payments cannot be recalled or changed.

- Stop payments can be placed on paper items that have not been paid.
- Stop payments cannot be placed on electronic payments.

**9. Termination**

- The Credit Union at its sole discretion may suspend or terminate access to the Service at any time if you breach these terms, fail to fund payments, or misuse the system.
- You may request that the Credit Union close the Bill Pay account at any time. You must submit the request through the support link in digital banking, by contacting us at 800-822-0382, or by visiting a branch.

**10. Amendments**

We may revise these Terms and Conditions at any time. Your continued use of the Service constitutes your acceptance of any such changes.

**11. Governing Law**

The Governing Law applicable to this agreement is the same as your  Online Banking Agreement.