

## **This is your bill paying agreement with The Murray Bank (Bank).**

You may use the Bank's bill paying service, **TMB Bill Pay**, to direct the Bank 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.

### **SERVICE FEES**

There is no monthly fee for TMB Bill Pay. However, there will be a \$3.00 monthly fee assessed on **inactive** TMB Bill Pay accounts. An account is deemed inactive after two calendar months of no payments.

For Business accounts, there will be a \$.45 charge per payment in excess of 10 each month.

If a bill payment causes your account to go overdrawn, the Bank's current NSF charge will be assessed.

Fees are subject to change with a 30 day notice to customer.

### **HOW TO SET UP PAYEES/PAYMENTS**

If you want to add a new "PAYEE", select the "Payee" tab located in the service or speak to a service representative.

You may add a new fixed payment to a "Payee" by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the service.

The Bank reserves the right to refuse the designation of a "Payee" for any reason. You may pay any "Payee" with-in the United States (including U.S. territories and APO's / AEO's).

**The Bank is not responsible for payments that can not be made due to incomplete, incorrect, or outdated information.**

### **THE BILL PAYING PROCESS**

**You should always allow a minimum of three (3) business days processing for an electronic bill payment and seven (7) business days processing for a paper check payment to be received by your Payee.**

**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 cut-off time is **3:00 central time**.

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 certain 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 certain 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 29th, 30th, or 31st 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 cutoff time on the scheduled processing date. Cutoff time is 3:00 pm central time.

## **LIABILITY**

No Duty to Monitor Payments. The Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. The Bank will not be liable in any way for damages you incur for any of the following reasons:

- insufficient funds in your Bill Payment Account to make the payment on the processing date;
- delays in mail delivery;
- the failure of any payee to correctly account for or credit the payment in a timely manner, or
- any other circumstances beyond the control of the Bank.

The Bank 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 Bank's agent.

You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.

## **AMENDMENT**

The Bank has the right to change this agreement at any time by notice mailed to you at the last address shown for the account on the Bank's records, by posting notice in branches of the Bank, or as otherwise permitted by law.

## **TERMINATION**

The Bank has the right to terminate this agreement at any time.

You may terminate this agreement by written notice to the Bank.

The Bank 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.