



## Online Bill Pay Agreement

### Important

Please read carefully. This is your agreement with **Scottrade Bank**. By using the Scottrade Bank Bill Payment Service you agree to be bound to the terms and conditions herein.

### Definitions

- "Agreement" shall mean all terms and conditions defined herein.
- "Financial Institution," "we," or "us" shall refer to Scottrade Bank.
- "Service" shall mean the Bill Payment Service offered by Scottrade Bank and associated third party providers.
- "Service Provider" shall mean any third party providers of the bill payment Service.
- "You" or "Your" or "Subscriber" shall mean each person who signs the bill payment enrollment form or is otherwise authorized to use the Service.
- "Payee" shall mean the individual, business or other entity to which you intend to send a payment through the Service and for which you accurately provide and maintain the appropriate or required information such as name, bill remittance / payment delivery address, phone number, account number and account holder name; and to whom you authorize the Financial Institution to remit payments on your behalf through the Service.
- "Payee List" shall mean your personal list of Payees that you maintain within the Service and from which list you may select to schedule Payments.
- "Merchant" shall mean any business Payee you establish within the Service for whom the Service provider has established a business relationship expressly for the purpose of remitting Payments from the Service.
- "Account" shall mean the account for which you are an authorized signer, and from which Scottrade Bank may debit or otherwise collect the funds and fees necessary to remit the Scheduled Payment to the corresponding Payee, per your instructions.
- "Business Day" shall mean every Monday through Friday, excluding Bank holidays.
- "Scheduled Payment" shall mean the payment instructions you establish within the Service in order to properly direct funds from the Funding Account you designate to the Payee you designate.
- "One-Time Payment" shall mean a Scheduled Payment that results in a single payment delivered to the Payee per your instructions.
- "Recurring Payment" shall mean a Scheduled Payment that results in a series of payments delivered to the Payee at regular intervals per your instructions, and shall continue to do so until you cancel it or until the maximum number of payments and/or final payment date that you specified is reached.
- "Payment" shall mean the specific single instance of a One-Time Payment or a specific instance of a Recurring Payment, as the case may be.
- "Payment Amount" shall mean the monetary figure you specify in a Scheduled Payment, including the regular amount and the final amount of a Recurring Payment series, that the Service shall remit to the Payee.
- "Payment Date" or "Withdraw On Date" or "Withdrawal Date" shall mean the Business Day on which you schedule the Payment to be debited from your Funding Account, unless this date falls on a non-Business Day in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date on which sufficient available funds must exist in the Funding Account.
- "Due Date" or "Deliver By Date" or "Delivery Date" shall mean the Business Day on which you schedule the Payment to be delivered to your Payee, unless this date falls on a non-Business Day in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date you determine to be most appropriate to deliver payment to your Payee considering such factors as the Payee-specified date payment due, grace period, late payment policy or late fee, and/or your knowledge of actual time required for the Payee to receive and process the payment and to credit your account with the Payee, and/or the urgency/criticality of payment delivery, as the case may be.
- "Cut-Off Time" shall mean the time of day that Payments to be processed that day shall be processed, and after which time the earliest possible Payment Date or Withdraw On Date and Due Date or Deliver By Date shall be calculated from the next Business Day.

### Bill Payment Service

You may use Scottrade Bank's Bill Payment Service, to direct Scottrade Bank and/or Service provider to make payments from your Funding 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 Guarantee

The Service Provider will bear responsibility for any late payment related charges up to Fifty Dollars (\$50.00) should a Payment post after the Scheduled Payment Due Date or Deliver By Date, provided that the Payment was scheduled and the Payee information was maintained in accordance with the guidelines described within this Agreement. Notwithstanding the foregoing, the Service provider shall not be responsible for any such charges if the Service provider does not have responsibility or liability for a Payment transaction, late payments or late payment related charges under the other provisions of this Agreement, including, without limitation, those payments described under the Exception Payments section below.

## Responsibility

The Service Provider shall use commercially reasonable efforts to process the Scheduled Payments per your instructions. Neither the Service Provider nor Scottrade Bank shall be liable for any Payment transaction if: (i) you do not have enough money in your Account to complete the transaction; (ii) a legal order prohibits withdrawals from your account; (iii) your Account is closed or has been frozen, or is otherwise not authorized to debit the corresponding Payment Amount; (iv) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with the Services; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide complete and correct Account, Payment or Payee information; (viii) you did not properly follow the instructions or terms and conditions for use of the Service; (ix) you knew and/or had been advised that Service was not operating properly at the time you scheduled the Payment; (x) there is a postal delay; or (xi) circumstances beyond the Service provider's control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

With the exception of the foregoing, if the Service incorrectly debits your Account and/or directs funds from your Account to a Payee inconsistent with the instructions you specified in the Scheduled Payment, the Service shall, upon detecting the error or receiving notice from you, be responsible for returning the improperly transferred funds to your Funding Account and/or redirecting funds to the proper Payee and/or contacting the Payee to request appropriate adjustments on your account with the Payee except as otherwise provided under the Authorization section below.

## Liability

You will be responsible for any Payment request you make that contains an error or is a duplicate of another Payment. Scottrade Bank and/or Service provider is not responsible for a Payment that is not made if you did not properly follow the instructions for making a Payment. Scottrade Bank and/or Service provider is not liable for any failure to make a Payment if you fail to promptly notify Scottrade Bank after you learn that you have not received credit from a Payee for a Payment. Scottrade Bank and/or Service provider is not responsible for your acts or omissions or those of any other person, including, without limitation, any Payee or transmission or communications facility, and no such party shall be deemed to be Scottrade Bank's and/or Service provider's agent. In any event, Scottrade Bank and/or Service provider will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if Scottrade Bank and/or Service provider has knowledge of the possibility of them. Scottrade Bank and/or Service provider is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Scottrade Bank's and/or Service provider's reasonable control.

## Setting Up and Maintaining Payees

To begin using the Service you will first need to establish at least one Payee in your Payee List. You may add, modify or delete Payees as necessary. It is your responsibility to manage your Payee List and maintain accurate Payee information, such as but not limited to the address to which the Payee specifies Payments are to be delivered, your account number with the Payee, the name on your account with the Payee, etc, except where the Service expressly indicates that it shall manage such Payee information, such as a Merchant's remittance address. Payees must reside or exist within the United States of America or its territories or commonwealths. The Service provider and/or the Financial Institution reserve the right to refuse or remove a Payee for any reason.

## Setting Up Payments

To schedule Payments you must choose a Payee from your Payee List. You may schedule One-Time Payments and Recurring Payments to any of your Payees. It is your responsibility to cancel, skip, reschedule or revise a Scheduled Payment in accordance with the Payee's instructions to you, or as needed to ensure sufficient available funds in the corresponding Funding Account, or under circumstances where the Payee may return the Payment to the Service provider due to any reason outside the Service provider's or the Financial Institution's control. The Service provider and/or the Financial Institution reserve the right to refuse or cancel a Payment for any reason. The earliest possible Payment Date / Withdraw On Date and Due Date / Deliver By Date for each Payee will be determined and presented by the Service when you schedule a Payment. The Service will not permit a Payment Date / Withdraw On Date or Due Date / Deliver By Date earlier than the earliest possible dates presented. The Service determines this earliest possible Payment Date / Withdraw On Date and Due Date / Deliver By Date based on the number of Business Days required to deliver a Payment to the Payee, which is primarily affected by whether or not the Payee has agreed to accept remittance of Payments electronically or requires Payments be delivered by check.

**For Normal Bill Pay transactions you should allow 4-5 business days for delivery of a paper check, and 2-3 business days for delivery of an electronic payment. Transactions scheduled on the Payment Due Date may NOT arrive in time for you to receive proper credit for the payment, and the Service provider will not be held liable for any late fees or other penalties associated with the late payment.**

A Payee's location or policies for posting and crediting payments may require additional Business Days. Payments scheduled after the Service's Cut-Off Time shall be processed no earlier than the following Business Day. Currently, the Cut-Off Time is 3:00 pm Central Time, but the Service provider and/or the Financial Institution may change the Cut-Off Time without prior notice.

**You should carefully consider factors such as the Payee's date payment due, grace period, whether the Payee's date payment due falls on a non-Business Day, etc, when scheduling a Payment to avoid late payments and late fees. You must allow the necessary number of Business Days prior to the Payee's date payment due for each Payment, including each Payment of a Recurring Payment series. Some businesses take longer to post payments than others. You should consider allowing additional time for the initial Payment to a Payee through the Service in order to gauge the appropriate Payment Date / Withdraw On Date or Due Date / Deliver By Date in each case, and determine whether to allow an additional one (1) or two (2) business days to avoid incurring any late fee charged by the Merchant.**

## **Setting Up Payments (cont'd)**

**It is your responsibility to schedule Payments appropriately and in accordance with the Payee's requirements. Neither the Service provider nor Scottrade Bank shall be responsible for late payments, nor reimburse you for late fees, for any Payment delivered in accordance with your instructions, or as a result of a Payee's payment processing policies, or any other circumstance outside the Service provider's control.**

Payments to Payees, businesses or individuals, outside the United States of America or its territories or commonwealths, are prohibited.

## **Editing of Canceling Payments**

Any Payment can be modified or canceled, provided you access the Service prior to the Cut-Off Time on the Business Day Payment is going to be processed. Once a Payment is in-process, it cannot be canceled through the Service. Instead, you must contact your local Scottrade Brokerage branch office to request a stop payment. A Recurring Payment may be edited or canceled 30 days prior to the due date.

## **Stop Payment**

You may request to stop payment after a payment has been processed by contacting your local Scottrade brokerage branch office. The Service's ability to successfully stop payment depends on how the funds were remitted to the Payee and the elapsed time since the Payment was processed. The Service provider and Scottrade Bank will make commercially reasonable efforts to stop payment per your request, but shall have no liability if unsuccessful. You may be charged a stop payment fee for each request. Please refer to Scottrade Bank's Schedule of Fees for additional information.

## **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. In no event shall the Scottrade Bank or Service provider be liable for any claims or damages resulting from you scheduling these types of payments. The Service provider shall have no obligation to research or resolve any claim resulting from any such payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be your sole responsibility.

## **Bill Payment Process**

The Service will process Payments in accordance with the Payment instructions you provide. The Service will not process Payments on weekends or bank holidays. The Service will debit your Account or issue a draft against your Funding Account, and deliver those funds to the designated Payee on your behalf such that the funds arrive as close to the scheduled Due Date / Deliver By Date as is reasonably practicable. Numerous business and technical requirements determine if a Payee can accept Payments electronically, but in all cases Payments can be remitted by check. The Service provider shall have sole discretion to determine the appropriate remittance method. In order to process Payments efficiently and effectively, or otherwise comply with Merchants' remittance requirements, the Service reserves the right to change or update Payee data, or alter the method of Payment remittance. Neither the Service provider nor the Financial Institution shall be responsible for late payments, nor reimburse you for late fees, due to: a) U.S. postal delivery issues; b) electronic remittance network issues; c) your Payee's payment processing procedures; d) instances where the financial risk associated with the Payment requires check remittance instead of electronic remittance or additional Business Days to ensure sufficient funds in the Account are available; or d) other circumstances beyond its control.

## **Authorization**

When you schedule a Payment, you expressly authorize the Service provider and/or Scottrade Bank to withdraw from your Funding Account the Payment Amount and to remit those funds to the designated Payee on your behalf, and additionally to debit your Account for any applicable Service related fees. You further authorize the Scottrade Bank to credit your Account for any payment returned from or undeliverable to the Payee. In addition, you certify that the Account is an account from which you are authorized to make payments and incur debits.

You agree to have available and collected funds on deposit in the Account in amounts sufficient to process each Payment as requested by you, as well as any other payment obligations you have to the Scottrade Bank. Scottrade Bank reserves the right, without liability, to reject or reverse a Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the Account and Scottrade Bank has not exercised its right to reverse or reject a Payment, you agree to pay for such Payment obligations on demand. You further agree Scottrade Bank, at its option, may charge any of your accounts at Scottrade Bank to cover such Payment obligations.

You authorize the Service provider and Scottrade Bank to contact your Payees to request appropriate adjustments consistent with your Payment instructions and/or as pertaining to the Service Guarantee and Responsibility, and/or to stop payment on any draft issued against your Account in connection with the Service in the unlikely event that the Service remits funds incorrectly to any of your Payees, and/or to withdraw funds from your Account in such event if you otherwise receive the benefit of the amount of such incorrectly remitted funds.

## **Returned Payments**

In using the Service, you understand that Payments may be returned by or to the Service provider for various reasons including but not limited to: the account or account number at the Payee is not valid, the Payee address is not valid, the Payee returns or rejects the remittance item, the account at the Payee has been paid in full or has been turned over to another company or individual. The Service shall use commercially reasonable efforts to research and correct the returned payment, or void the payment and credit your Payment Account. You may receive notification from the Service.

## Account Security

You are solely responsible for controlling the safekeeping of and access to your password to access your Account. You agree not to give out or make available your user password to access your Account to any unauthorized individuals. You are responsible for all Payment transactions authorized by you or by anyone to whom you provide access to your Bill Pay account. You are liable for all Payment transactions you make or that you authorize another person to make even if that person exceeds his or her authority.

## Unauthorized Activity

If you believe that your password to access your account has been lost, stolen or otherwise compromised, or that someone may attempt to use the Service without your consent or has transferred money without your permission, or if you suspect any fraudulent activity in your account(s), you must notify Scottrade Bank at once by calling your local Scottrade Brokerage branch. In addition, call your local Scottrade brokerage branch office, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we made available to you the **First** statement on which the problem or error appeared.

- 1) Tell us your name and account number
- 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (for established accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if certain conditions are met) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (for established accounts) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation by calling the following number Monday through Friday excluding Federal Holidays: (314) 965-1555 x 6800.

## Account and Contact Information

Neither the Service provider nor Scottrade Bank shall be responsible for any payment processing errors or fees incurred if you do not provide accurate Account or contact information.

## Damages and Warranties

In addition to the terms previously disclosed, The Financial Institution and/or Service provider are not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by the use of the Bill Payment Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by Scottrade Bank or one of its suppliers. In addition, Scottrade Bank and/or Service provider disclaim any responsibility for any electronic virus(es) Subscriber may encounter after installation of such software or use of Bill Payment Services. Without limiting the foregoing, neither Scottrade Bank and/or Service provider nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or electronic funds transfer networks.

Scottrade Bank and/or Service provider and its suppliers provide Bill Payment Services from their own sites and they make no representation or warranty that any information, material or functions included in Bill Payment Services are appropriate for use by you in your jurisdiction. If you choose to use Bill Payment Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither Scottrade Bank nor Service provider nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Bill Payment Services, or contained in any third party sites linked to or from Financial Institution and/or Service provider's web sites. **Scottrade Bank and Service Provider make no representations or warranties regarding the accuracy, functionality of performance of bill payment service, or any software that may be used in connection with same. Financial Institution and Service Provider disclaim any express or implied warranties, including any warranties of merchantability, fitness for a particular purpose or error-free operation.**

## Indemnification

Subscriber shall indemnify, defend and hold harmless Scottrade Bank and Service provider and their affiliates, officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) Subscriber's negligence; (ii) Subscriber's failure to comply with applicable law; or (iii) Subscriber's failure to comply with the terms of this Agreement.

## Additional Remedies

Due to the likelihood of irreparable injury, Scottrade Bank and Service provider shall be entitled to an injunction prohibiting any breach of this Agreement by Subscriber.

## Jury Waiver

Scottrade Bank and you hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either of us or you against the other.

## Amendment and Termination

The Scottrade Bank and Service provider reserve the right to terminate this Agreement or to change the charges, fees or other terms described in this Agreement at any time. When changes are made to the Agreement, you may be notified by: 1) electronic mail; 2) update of our web site; and/or 3) as otherwise permitted by law. Your continued use of the Service after being notified of changes to this Agreement shall constitute your agreement to such changes. We may routinely terminate bill pay service for customers that have not used the service within the first 90 days after activation or if the service has been inactive for a year.

You may terminate this Agreement by calling your local Scottrade brokerage branch office. Neither the Scottrade Bank nor Service provider is responsible for terminating any scheduled One-Time Payment nor Recurring Payment processed prior to a reasonable opportunity to act on your termination notice. Once your Service is terminated, all of your scheduled One-Time Payments and Recurring Payments shall be terminated as well. You remain obligated for all Payments made by the Service on your behalf under this Agreement.

## Applicable Rules, Laws, and Regulations

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the State of Missouri, U.S. as well as the federal laws of the U.S. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

## Assignment

Scottrade Bank and Service provider may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party. Subscriber may not assign this Agreement to any other party.

## Integration

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and the Scottrade Bank.

## Severability

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and the Institution, this Agreement will control.

## Disputes

In the event of a dispute regarding the Service, you and Scottrade Bank and Service provider agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what is said by a Service provider and/or Scottrade Bank employee or agent, and the terms of this Agreement, the terms of this Agreement shall prevail.

## Waiver

Scottrade Bank and Service provider shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by Scottrade Bank and/or Service provider of a breach of this Agreement shall constitute a waiver by such party of any prior or subsequent breach of this Agreement.

## Force Majeure

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

## Construction

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

## Fees

Please refer to the Scottrade Bank [Fee Schedule](#) for any fees associated with the Service.

## Headings and Captions

The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

Scottrade Bank has merged into TD Bank, N.A. As a result of the merger, Scottrade Bank has become a trade name of TD Bank, N.A. or its affiliates. Deposit products and services are offered by TD Bank, N.A. and TD Bank USA, N.A. Member [FDIC](#). © 2017 TD Bank, N.A. All rights reserved.